

## **INFORMAL COMMISSION MEETING AGENDA**

**OCTOBER 1, 2018**

### **CITIZENS TO ADDRESS THE COMMISSION**

1. Debra Moore – PILOTS
2. Dr. Damon Dozier – Allies for Substance Abuse Prevention (ASAP)
3. Barry Schmittou – Preventing Shootings in Schools

### **CALL TO ORDER** - Mayor Durrett

### **PRESENTATIONS**

1. Mr. Millard House – School Update
2. John Patterson – Airport Authority Update
3. Nick Powell – Project Update

### **PUBLIC HEARING REGARDING ZONING**

**CZ-13-2018:** Application of Don Teasley and Lisa McClain from R-1 to R-4 (deferred from August)

**CZ-19-2018:** Application of Christopher Ferraraccio and Anna Ferraraccio from R-1 to C-5

**CZ-20-2018:** Application of Scott Appleton from AG to C-5

**CZ-21-2018:** Application of Ronnie Powers from AG to R-1A

### **CLOSE PUBLIC HEARING**

### **RESOLUTIONS**

- 18-9-5:** Resolution Amending the Clarksville-Montgomery County Growth Plan (deferred from September)
- 18-10-1:** Resolution to Adopt an Interlocal Agreement Between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance (JAG) of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds
- 18-10-2:** Resolution of the Montgomery County Board of Commissioners Authorizing the Acceptance of Grant Funds from the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office
- 18-10-3:** Resolution to Appropriate Funds to Employ an Additional Sheriff's Deputy for Law Enforcement Duties at Montgomery County Veterans Plaza

- 18-10-4:** Resolution to Charge Off Debts in the Montgomery County Clerk's Office
- 18-10-5:** Resolution to Amend the Budget for Funding to Replace Equipment at the East Montgomery Volunteer Fire Service in an Amount Not to Exceed \$18,000
- 18-10-6:** Resolution to Amend the Budget for Funding to Pay for Services Provided by Local Businesses During the Tornado Which Occurred on February 24, 2018
- 18-10-7:** Resolution Regarding Revision of Rules for Public Speaking and Appearance at County Commission Meetings and Public Hearings on Zoning Matters
- 18-10-8:** Resolution to Change the Membership of the Airport Authority Liaison Committee as Recommended by the Rules Committee
- 18-10-9:** Initial Resolution Authorizing the Issuance of Not to Exceed Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000) General Obligation Public Improvement Bonds of Montgomery County, Tennessee
- 18-10-10:** Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount of Not to Exceed \$2,550,000, 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
- 18-10-11:** Resolution to Accept Local Parks and Recreation Grant Funds in the Amount of \$500,000 to Help with the Construction of the Nature Center at Rotary Park
- 18-10-12:** Resolution Amending the Budget of the Montgomery County Parks & Recreation Department for an Additional Parks Service Coordinator II Position
- 18-10-13:** Resolution Consenting to the Industrial Development Board of the County of Montgomery Negotiating and Accepting Payments in Lieu of Ad Valorem Tax with Respect to a certain Project in Montgomery County, Tennessee, and Finding that Such Payments are Deemed to be in Furtherance of the Public Purposes of the Board as Defined in Tennessee Code Annotated Section 7-53-305
- 18-10-14:** Resolution of the County Commission of Montgomery County, Tennessee Approving an Economic Impact Plan for the 7<sup>th</sup> and Main Development Area
- 18-10-15:** Resolution to Approve Lease Agreement for Operation of Concession Stand at Downtown Commons Park

## **REPORTS**

- 1.** Nominating Committee Nominations – Chairman of Nominating Committee
- 2.** County Mayor Nominations and Appointments – Mayor Durrett



## **REPORTS FILED**

1. Minutes from September 10, 2018
2. Clerk's Report
3. Notary Report

## **OLD BUSINESS**

## **NEW BUSINESS**

## **ANNOUNCEMENTS**

1. Reminder - Our 2019 Legislative Reception which will be held tomorrow at 5:30 at the Civic Hall. We look forward to seeing all of you there!
2. Another reminder – a reception for all Commissioners will be hosted by F&M Bank this Thursday evening at 5:30 at the F&M Bank on the Public Square. Even if you haven't RSVP'd with your attendance, you are invited and urged to attend.
3. One more reminder – we have invited you to attend a budget orientation on Thursday, October 18, at 5:00. This will be a great opportunity for all the newly elected commissioners to ask questions about the budget and get acquainted with the process. We urge all commissioners 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 DEBRA MOORE

Address 3785 PONDYWOOD ROAD, ADAMS, TN 37010

Telephone 931-358-9911

Subject Matter PILOTS

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

Address \_\_\_\_\_

Signature Debra K Moore Date 9-25-18

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

Are PILOTS good for the county?

Do PILOTS really work?

Are businesses with PILOTS ever held accountable?

PILOTS and incentives

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Name Damon Dozier M.D. M.S.

Address 1501 Collins view way Clarksville, TN

Telephone 931 436-7246 (cell)

Subject Matter would like to speak on Allies for Substance Abuse Prevention (ASAP) Montgomery Co.

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

Speak as an individual in support of ASAP  
upcoming participation National Drug Take Back Day

Address \_\_\_\_\_

Signature Damon Dozier ABP Date 9/28/2018

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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 Road, Clarksville Tennessee 37043

Telephone 931-249-7449

Subject Matter - Preventing Shootings in Schools

Individual or organization (if any) you represent

Address

Signature Barry Schmittou Date 9/28/2018

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



# STRATEGIC WORK OVERVIEW

Clarksville-Montgomery County School System

## 2018-2019

Our mission is to educate and empower our students to reach their potential.  
Our vision is all students will graduate college and career ready.



### IMPROVE STUDENT ACHIEVEMENT

Provide resources and supports to meet students' social and emotional needs

Personalize student learning through a blend of direct instruction and technology

Enhance early learning opportunities

Strengthen portfolio of academic offerings

Refine and realign district ready-graduate initiatives

### MAXIMIZE EMPLOYEE CAPACITY

Continue focus on recruitment and diversity

Boost social media presence for employee recruitment

Enhance curriculum resources and individualized professional learning opportunities



### ENGAGE THE PUBLIC IN SUPPORT OF STUDENT ACHIEVEMENT

Focus on expansion of community partnerships

Continue developing online resources for stakeholders

### IMPROVE EFFICIENCY AND EFFECTIVENESS

Implement automated on-boarding and electronic employee files

Improve student transportation services

Address school capacities

Implement electronic medical records (EMR) for school nurses and expand Onsite Clinic EMR capabilities

Improve organizational efficiency through technology

Implement acceptance of debit and credit card payment options







# **Clarksville Regional Airport**

Montgomery County, Tennessee

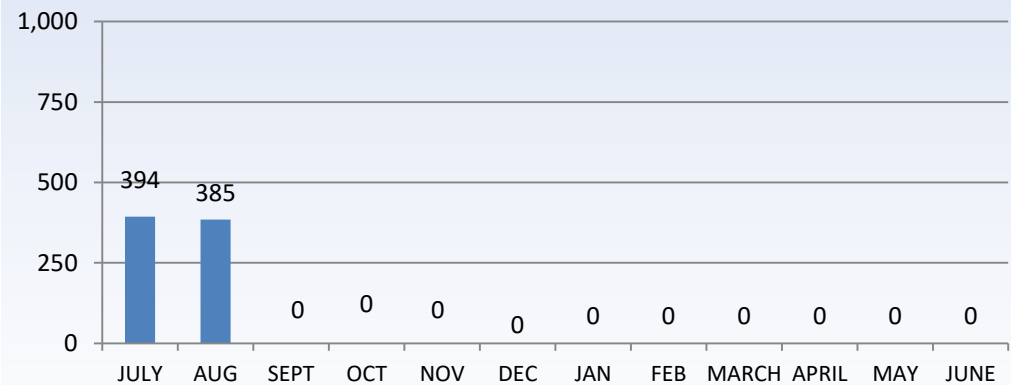
*Connecting People*

## **Airport Quarterly Report September 2018**

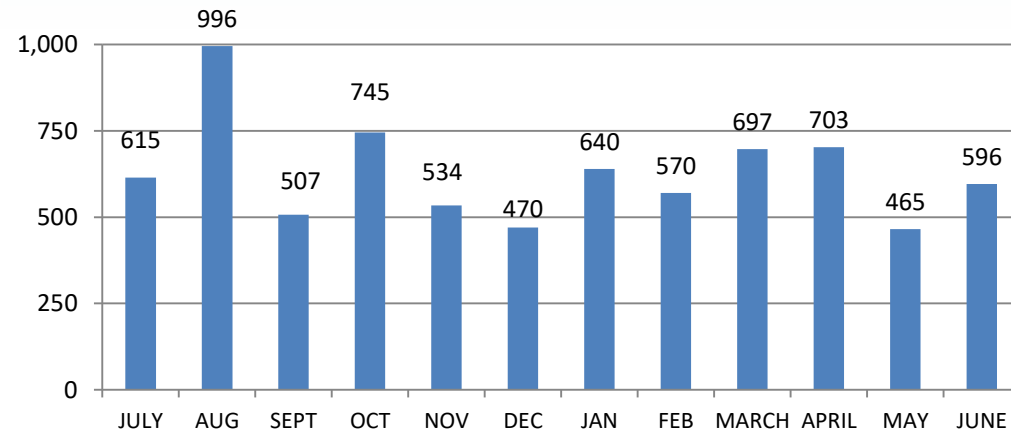
Month: -2 %   
YTD: -52 % 

	Turbine	Military	Piston	TOTAL
JULY	55	23	316	394
AUG	49	20	316	385
SEPT				0
OCT				0
NOV				0
DEC				0
JAN				0
FEB				0
MARCH				0
APRIL				0
MAY				0
JUNE				0
<b>Total</b>	<b>104</b>	<b>43</b>	<b>632</b>	<b>779</b>


**Total Aircraft FY 19**




**Total Aircraft FY 18**



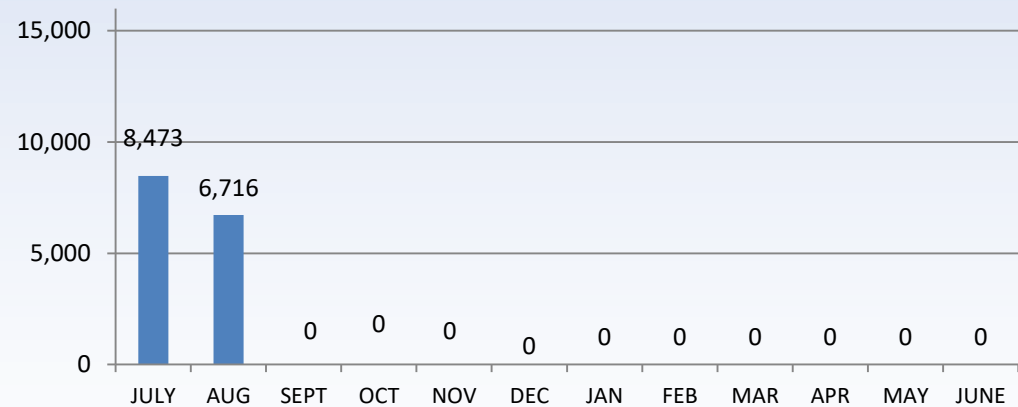


Month: - 21% 

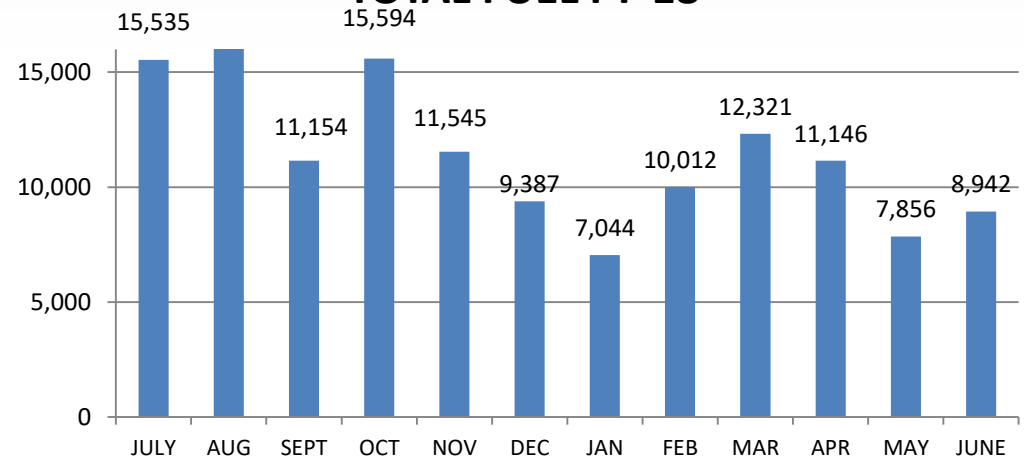
YTD: -53 % 

MONTH	JET A	AVGAS	TOTAL
JULY	4,817	3,656	8,473
AUG	3,547	3,169	6,716
SEPT			0
OCT			0
NOV			0
DEC			0
JAN			0
FEB			0
MAR			0
APR			0
MAY			0
JUNE			0
<b>Total</b>	<b>8,364</b>	<b>6,825</b>	<b>15,189</b>

**TOTAL FUEL FY-19**



**TOTAL FUEL FY-18**



# Room Rental Information

Month	Revenue	Expense	Profit
July	\$3,280.00	\$387.76	\$2,892.24
August	\$2,850.00	\$347.80	\$2,502.20
Sept			
Oct			
Nov			
Dec			
January			
Feb			
March			
April			
May			
June			
Totals	\$6,130.00	\$735.56	\$5,394.44

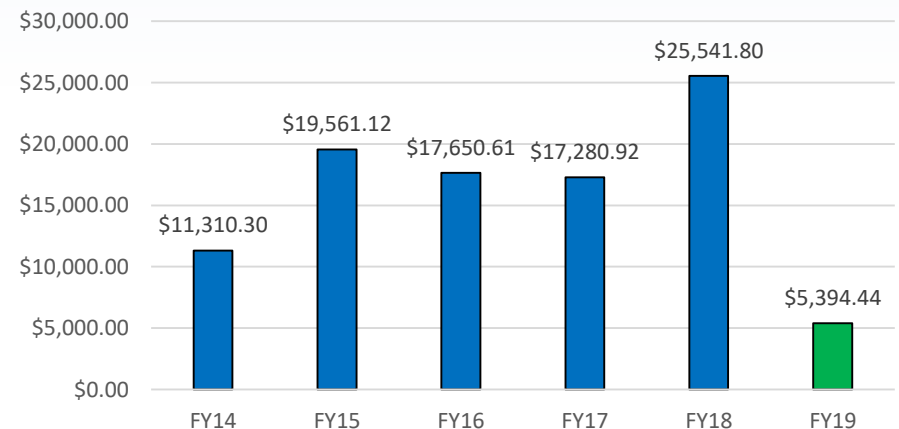
Month: -13% ↓

YTD: -6% ↓

## Profit By Month FY 2019



## Profit By Fiscal Year



- Runway Reconstruction Project
  - As of progress meeting held Sept 18, 2018
    - Project Time Used 37/195 days (19%)
    - Overruns / Savings have returned into airports favor.
    - As of this report we are on time and on budget.

North:  
Runway



South:  
Taxiway



- Hangar 120 X100 (Transit Traffic and FBO)
  - As of Sept 26, 2018
    - Work Authorization Secured.
    - Engineering underway.
    - Geotechnical underway
    - Winter Bid
    - Spring Construction



- Hangar 5 APSU Aerospace Sciences Office
  - Contractor Notice to proceed issued
  - Work to begin October 1, 2018
  - Expected occupancy December 2018





- APSU have Chief Pilot in place
  - Program certification progressing
  - Aircraft to start arriving in December 2018
  - Classes have begun on campus; will move to airport
    - » Projected Flight Lab start date Spring Semester 2019



*Leading*  
— *through* —  
EXCELLENCE

Thank you for your continued support!







## Capital Projects – October 2018 – Construction Update Report

### Courts Center Phase II Security

**Architect/Designer:** Montgomery County In-House Design  
**General Contractor:** TBD  
**Project Status:** Schematic Design  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** \$ 50,000 for ballistic panels only (results for Grant application due in November)  
**Current Contract Amount:** \$ TBD  
**Percentage Complete:** 10%  
**Comments:**

- 2 components of this project (ballistic panels for Clerks in Courtrooms and security improvements at the front entry to add a 3<sup>rd</sup> entry lane for employees and lawyers.
- Schematic Design has been finalized and moving forward with Construction plan details.
- Phasing options are being determined for continuous operation while construction is ongoing.







## Capital Projects – October 2018 – Construction Update Report

### Lafayette Road Widening

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

**General Contractor:** TBD

**Project Status:** Right of Way Acquisition

**Contract Date:** TBD

**Contract Completion Date:** TBD

**Budget:** \$2,575,000

**Current Contract Amount:** TBD

**Percentage Complete:** 40%

**Comments:**

- Right of Way appraisals are complete and Review appraisals have begun.
- Timeline for approval and purchase of ROW is uncertain at this point due to some ownership issues with a few of the properties affected.





## Capital Projects – October 2018 – 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) \$428,698 (ROW costs not yet finalized)  
**Percentage Complete:** 100% Oakland, 98% Guthrie Hwy widening  
**Comments:**

- The Oakland Rd portion of this project has been completed, but TDOT has experienced some utility relocation delays with the Guthrie Hwy portion of the project and are continuing to work with the contractor. All traffic signals are operational.
- TDOT has stated that they cannot open one of the new lanes until the utility issue is resolved.
- One property along Oakland remains in condemnation and has yet to be finalized.







## Capital Projects – October 2018 – Construction Update Report

### Civitan Park Phase II

**Architect/Designer:** Lyle Cook Martin Architects  
**General Contractor:** Southland Constructors, Inc.  
**Project Status:** Construction  
**Contract Date:** 4/18/2018  
**Contract Completion Date:** 7/8/2019  
**Budget:** \$ 300,000 (Design) \$ 6,056,126 (Construction) + (\$516,126 Field of Dreams) + (\$2,200,000 added to execute contract)  
**Current Contract Amount:** \$8,202,238 Construction, \$531,405 Lighting  
**Percentage Complete:** 30%  
**Comments:**

- Rough grading work is continuing but is nearly complete.
- Many underground utilities have been completed, and retaining walls are continuing across the site.
- Multiple sinkholes have been remediated across the site, but have only slightly affected the schedule.
- Vertical Construction has started on both the concession stand and open air pavilion.
- Fence posts to ballfield backstops and light pole bases have begun to be installed.





## Capital Projects – October 2018 – Construction Update Report

### EMS Administration & Logistics Facility

**Architect/Designer:** Rufus Johnson Associates  
**General Contractor:** Pride Concrete, LLC  
**Project Status:** Construction  
**Contract Date:** 10/3/2017  
**Contract Completion Date:** 9/9/2018  
**Budget:** \$4,527,164  
**Current Contract Amount:** \$3,656,650 (Construction) \$301,147 (Design) \$238,824 (Furnishings & Eqpt.)  
**Percentage Complete:** 98%  
**Comments:**

- Project has not reached official Substantial Completion, but is very near. Contractor is to be fully complete by Oct 9<sup>th</sup>.
- Furnishings for new offices to be delivered mid-October followed by I.T. components.
- Interior and exterior punch list inspections have been completed and final punch items are being completed by the Contractor in order to turn the facility over to the County.
- Facility should be operational by early November.







## Capital Projects – October 2018 – Construction Update Report

### Fredonia Community Center

**Architect/Designer:** Lyle Cook Martin  
**General Contractor:** B. R. Miller & Co.  
**Project Status:** Construction Plans  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** \$142,400 (Phase I Design) \$2,500,000 (Renovation)  
**Current Contract Amount:** \$140,410 (Design) \$6,000 (Preconstruction Phase Services)  
**Percentage Complete:** 75% Design  
**Comments:**

- Project is in Phase I of 2 phases. Phase I is the historic school renovation into a community center. Phase 2 is proposed to begin the design phase next year prior to phase I construction being completed.
- Project is being completed under a Construction Manager/General Contractor style contract. BR Miller was selected as the contractor and will assist LCM in developing a more accurate cost estimate during the design phase.
- Proposing to have design plans completed by the beginning of 2019 for a January sub-contractor bid.

### 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, 28 PARKING SPOTS
- B. NEW OUTDOOR STAGE AND PERFORMANCE AREA
- C. NEW RESTROOM PAVILION SERVING COMMUNITY CENTER & DUAL DUMPSTER/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 MAGON OFFICE
- H. NEW OUTDOOR FENCED-IN BASKETBALL COURT
- I. NEW BASEBALL / SOFTBALL FIELD
- J. MULTIPURPOSE PLAYING FIELD
- K. NEW 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 NOOKS AT DESIGNATED AREAS

LYLE COOK MARTIN  
ARCHITECTS

1001 Nashville, Tennessee / 37003-1100 / 615-259-1100  
TEL: 615-259-1100 / FAX: 615-259-1101 / WWW.LCMARCHITECTS.COM

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

1157  
01.04.16  
BAM

C1

MONTGOMERY COUNTY PARKS AND RECREATION DEPARTMENT

Capital Projects – October 2018 – Construction Update Report

**Rotary Park Nature Center**

**Architect/Designer:** Lyle Cook Martin  
**General Contractor:** TBD  
**Project Status:** Design Development  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** \$220,000 (Design), \$1,000,000 Grant awarded with 50% local match, additional funds still to be requested for complete project.  
**Current Contract Amount:** \$66,500 (Partial Design)  
**Percentage Complete:** 30% Design  
**Comments:**

- Design phase is continuing, along with exhibit design concepts that will be incorporated into the facility.
- The Wade Borne Nature Center Foundation has been formed to oversee the exhibit portion of the project and to begin the fund raising efforts as soon as their non-profit status has been approved by the State.







## Capital Projects – October 2018 – Construction Update Report

### Main Library Renovation

**Architect/Designer:** HBM Architects  
**General Contractor:** Pride Concrete, LLC.  
**Project Status:** Construction  
**Contract Date:** 6/6/2018  
**Contract Completion Date:** 10/16/2018  
**Budget:** Funding, Design, & Construction currently managed by Library Staff  
**Current Contract Amount:** \$455,697.79 (Construction)  
**Percentage Complete:** 85%  
**Comments:**

- Interior renovations are partially complete. The 2<sup>nd</sup> floor restrooms have been completed and are now open to the public while the contractor begins to work on the 1<sup>st</sup> floor restrooms.
- The teen area on the 2<sup>nd</sup> floor is shown in the upper right image below.
- Family and group study rooms have been completed along with the quiet room adjacent to genealogy.
- A new Automated Material Handling device will be added to a dedicated room created in the front lobby. Project is scheduled to be completed by mid to late October.





## Capital Projects – October 2018 – Construction Update Report

### Public Safety Training Complex

**Architect/Designer:** Moore Design Services & Jim Register

**General Contractor:** TBD

**Project Status:** Design Development of Firing Range

**Contract Date:** TBD

**Contract Completion Date:** TBD

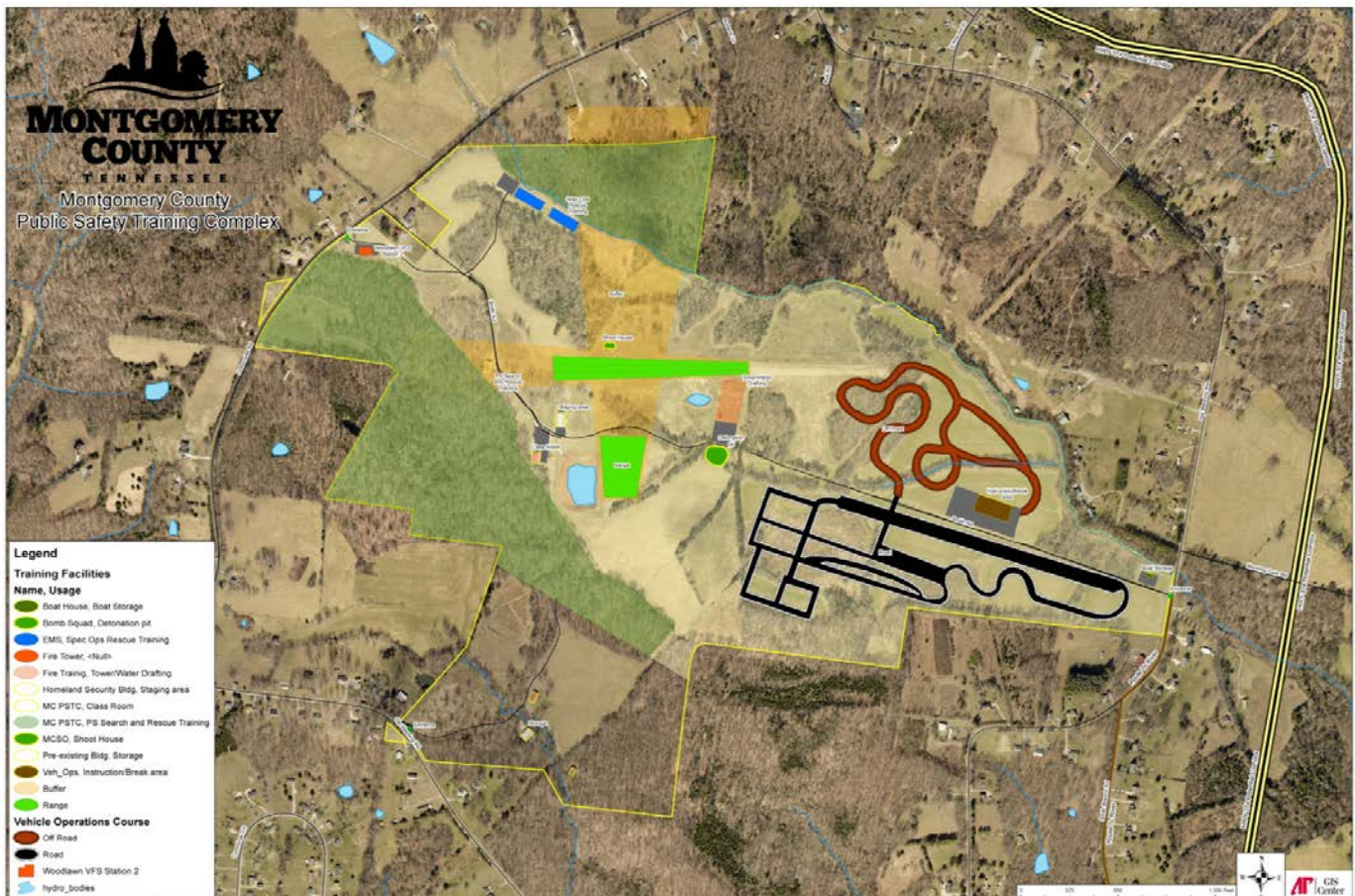
**Budget:** \$300,000

**Current Contract Amount:** \$229,300 (Design)

**Percentage Complete:** Undetermined

**Comments:**

- Sheriff's staff is leading the management of this project.
- The firing range is the first priority project within this new complex. The range location will be identified after a noise study and geotechnical investigations have been completed.
- Design of the firing range is underway.
- Required utilities and roadway improvements will be accounted for within the design.







## Capital Projects – October 2018 – Construction Update Report

### Upcoming/Ongoing Projects

#### ADA Transition Plan

**Architect/Designer:** Montgomery County Engineering  
**Project Status:** Self-Evaluation of existing facilities has been completed. The official Transition plan and associated costs are still being developed and will be incorporated into the next 5 year budget plan.

#### Public Safety Complex Criminal Warrants Renovation

**Architect/Designer:** Rufus Johnson & Associates in coordination with MCG Sheriff's Office  
**Project Status:** Concept planning has taken place to develop a scope of work and preliminary design proposal.

#### Veterans Services Renovation at Veterans Plaza

**Architect/Designer:** Montgomery County Engineering  
**Project Status:** Schematic plans have been developed for a vacant area between the Election Commission and I.T. offices. This will provide VSO with a slightly larger area than they currently have and it will be designed to better meet their current and future needs. Funding for Construction will be presented in the next budget cycle.

#### EMS Station 28 (Providence Blvd) Re-roof

**Architect/Designer:** Montgomery County Engineering  
**Project Status:** Construction plans are being developed to bid a new roof for EMS Station 28. Plans are being coordinated to propose a roof design that will enable the existing station to remain active at all times without interruption to services.

#### Archives Dehumidification

**Architect/Designer:** Smith Seckman Reid  
**Project Status:** A Scope of Work and Cost proposal are being developed for a mechanical design of a dedicated dehumidification system to address ongoing humidity issues within the Archives space. Currently the changes in humidity are being addressed with residential style floor dehumidifiers. For this large and critical area, a dedicated system is needed for long term sustainability.

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
DON TEASLEY LISA MCCLAIN**

WHEREAS, an application for a zone change from R-1 Single Family Residential District to R-4 Multiple-Family Residential District has been submitted by Don Teasley Lisa McClain and

WHEREAS, said property is identified as County Tax Map 081, parcel 167.00, 172.00 & 176.00 p/o, containing 8.03 acres, situated in Civil District 13, located Property fronting on the east frontage of Harper Rd., 1,000 +/- feet south of the Highway 41-A South & Harper Rd. intersection; and

WHEREAS, said property is described as follows:

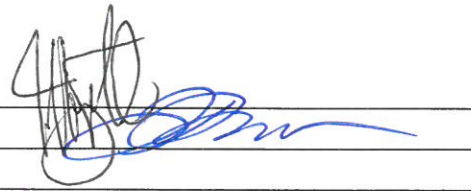
Beginning at a point, said point being in the eastern right of way margin of Harper Road 607 +/- feet south of the 41-A South and Harper Road intersection, said point also being the southwest corner of the Hubert G. Smith property, thence in a easterly direction 293 +/- feet to a point, said point being in the western boundary of the West Tennessee Funeral Associates, LLC boundary, thence in a southerly direction 918 +/- feet with the western boundary of the West Tennessee Funeral Associates, LLC to a point, said point being in the western boundary of the West Tennessee Funeral Associates, LLC, thence in a westerly direction 467 +/- feet, along a new proposed zone line that runs parallel to the Samuel Jones property to the south to a point, said point being in the eastern right of way margin of Harper Road, thence in a northerly direction 942 +/- feet with the eastern right of way boundary of Harper Road, to the point of beginning, said here in described tract containing 8.08 +/- acres.

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 8th day of October, 2018, that the zone classification of the property of Don Teasley Lisa McClain from R-1 to R-4 is hereby approved.

Duly passed and approved this 8th day of October, 2018.

**Sponsor**  
**Commissioner**  
**Approved**



**County Mayor**

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

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
CHRISTOPHER FERRARACCIO ANNA FERRARACCIO**

WHEREAS, an application for a zone change from R-1 Single Family Residential District to C-5 Highway & Arterial Commercial District has been submitted by Christopher Ferraraccio Anna Ferraraccio and

WHEREAS, said property is identified as County Tax Map 086, parcel 034.00, containing 16.59 acres, situated in Civil District 13, located Property fronting on the north frontage of Highway 41-A South north of the Highway 41-A South & Welch Road intersection; and

WHEREAS, said property is described as follows:

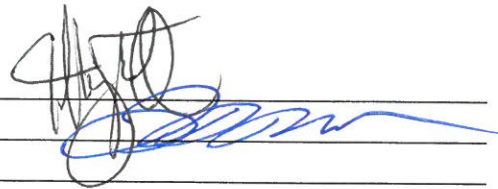
“SEE EXHIBIT A”

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 8th day of October, 2018, that the zone classification of the property of Christopher Ferraraccio Anna Ferraraccio from R-1 to C-5 is hereby approved.

Duly passed and approved this 8th day of October, 2018.

**Sponsor** \_\_\_\_\_  
**Commissioner** \_\_\_\_\_  
**Approved** \_\_\_\_\_



**County Mayor**

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

## EXHIBIT A

Beginning at an iron rod in the north right of way of US Hwy 41-A South, said point of beginning being the southeast corner of herein described parcel, further described as the southeast corner of the Troy Laurie Property as recorded in ORV, Page 1073 R.O.M.C.T., lying South 82 degrees 37 minutes 26 seconds East for 83.46 feet from the intersection of the centerlines of US Hwy 41-A South and Welch Road; Thence leaving Laurie west corner along the north right of way on a curve to the left having a radius of 2,967.24 feet, an arc length of 159.99 feet, a delta of 03 degrees 05 minutes 21 seconds, a tangent of 80.01 feet, a chord bearing of North 54 degrees 00 minutes 50 seconds West for 159.97 feet to an iron rod, also being the southeast corner of the Miller Property Management, LLC property as recorded in ORV 1134, Page 218 ROMCT, also being the southwest corner of herein described parcel; Thence leaving north right of, along the east property line of the Miller Property Management property for the next 3 calls: North 30 degrees 59 minutes 48 seconds East for 214.89 feet to an iron rod; North 55 degrees 41 minutes 38 seconds West for 220.67 feet to an iron rod; North 08 degrees 39 minutes 46 seconds East for 714.05 feet to an iron rod lying in the south boundary of the Douglas McIntosh property as recorded in ORV 1361, Page 2790 ROMCT, also being the northwest corner of herein described parcel; Thence leaving the Miller property along the McIntosh south boundary line, South 82 degrees 00 minutes 39 seconds East for 739.78 feet to a conduit pipe; Thence continuing along McIntosh south boundary line, South 79 degrees 12 minutes 08 seconds East for 10.34 feet to an iron pin, also being the northwest corner of the Ralph Allen property as recorded in ORV 1444, Page 681 ROMCT, being the northeast corner of herein described parcel; Thence leaving McIntosh south boundary line, along Allen west property line, South 01 degrees 32 minutes 47 seconds West for 897.61 feet to a stone, being the northeast corner of the Kelley Replogle property as recorded in ORV 853, Page 2346, also being the east corner of herein described parcel; Thence leaving Allen property along Replogle north property line, North 80 degrees 44 minutes 47 seconds West for 224.54 feet to an iron rod, being the northeast corner of the Charles Jackson property as recorded in ORV 1706, Page 344 ROMCT; Thence along Jackson north property line, North 82 degrees 51 minutes 17 seconds West for 152.18 feet to an iron rod, being the northeast corner of the Laurie property; Thence along Laurie north property line, North 83 degrees 04 minutes 59 seconds West for 116.14 feet to an iron pin, being the north corner of Laurie property; Thence along Laurie west property line, South 38 degrees 00 minutes 19 seconds West for 222.69 feet to the point of beginning. Said tract-containing 16.59 +/- acres more or less. (Further identified as Tax Map 86, Parcel 34.00)



**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
SCOTT APPLETON**

WHEREAS, an application for a zone change from AG Agricultural District to C-5 Highway & Arterial Commercial District has been submitted by Scott Appleton and

WHEREAS, said property is identified as County Tax Map 115, parcel 025.00, containing 1.00 acres, situated in Civil District 13, located Portion of a tract fronting on the north frontage of Highway 149 560 +/- feet northeast of the intersection of Highway 149 & Palmyra Road, further identified as 900 +/- feet northeast of the Highway 149 & Patsy's Lane intersection; and

WHEREAS, said property is described as follows:

Beginning at a new iron pin in the north margin of Highway 149 and the southwest corner of tract 3 on a survey by Weakley Brothers on May 22, 2018, said iron pin being North 51 Degrees 29 Minutes 09 Seconds West 559.32 feet from the centerline intersection of Palmyra Road and Highway 149; thence along said margin South 64 Degrees 35 Minutes 38 Seconds West 210.00 feet to a new iron pin; thence leaving the margin of Highway 149 on two new division lines North 25 Degrees 24 Minutes 22 Seconds West 207.42 feet to a new iron pin; thence North 64 Degrees 28 Minutes 24 Seconds East 209.56 feet to a new iron pin; thence along tract 3 South 25 Degrees 31 Minutes 36 Seconds East 207.87 feet to the point of beginning having an area of 1.00 acres (Further identified as portion of Tax Map 115, parcel 25.00)

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 8th day of October, 2018, that the zone classification of the property of Scott Appleton from AG to C-5 is hereby approved.

Duly passed and approved this 8th day of October, 2018.

**Sponsor**  
**Commissioner**  
**Approved**

  
\_\_\_\_\_  
**County Mayor**

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

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
RONNIE POWERS**

WHEREAS, an application for a zone change from AG Agricultural District to R-1A Single-Family Residential District has been submitted by Ronnie Powers and

WHEREAS, said property is identified as County Tax Map 063, parcel 067.00 p/o, containing 46.25 acres, situated in Civil District 13, located Property fronting on the south frontage of Highway 76 west of the Highway 76 & Little Hope Road intersection. Also east of Superior Lane & North of Interstate 24; and

WHEREAS, said property is described as follows:

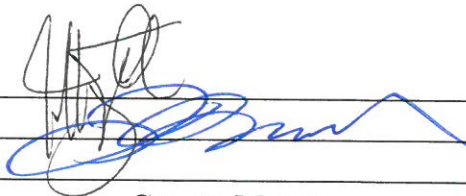
**“SEE EXHIBIT A”**

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 8th day of October, 2018, that the zone classification of the property of Ronnie Powers from AG to R-1A is hereby approved.

Duly passed and approved this 8th day of October, 2018.

**Sponsor**  
**Commissioner**  
**Approved**



**County Mayor**

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

## EXHIBIT A

Beginning at an existing  $\frac{1}{2}$ " iron pin, uncapped, in the southern right-of-way of State Route 76, said iron pin being South 48 degrees 38 minutes 35 seconds West 39.2 feet from the centerline intersection of State Route 76 and Little Hope Church Road, said iron pin also being the northwestern corner of the Timothy S. Migliaccio property, as recorded in O.R.V. 2611, Page 2613, R.O.M.C.T. Thence leaving the southern right-of-way of State Route 76, and with the western line of the said Migliaccio property, South 09 degrees 02 minutes 11 seconds East 6.28 feet to an iron pin (new), said iron pin being the true point of beginning of the herein described Tract; Thence continuing with the western line of the said Migliaccio property, South 09 degrees 02 minutes 11 seconds East 202.65 feet to an existing  $\frac{1}{2}$ " iron pin, uncapped; Thence with the southern line of the said Migliaccio property, and the southern line of the Krueckeberg, LLC property, as recorded in O.R.V. 1754, Page 1119, R.O.M.C.T., South 88 degrees 07 minutes 55 seconds East 500.99 feet to an iron pin (new), said iron pin being in the western line of the Linda E. Carter property, as recorded in O.R.V. 425, Page 1606, R.O.M.C.T.; Thence with the western line of the said Carter property, South 06 degrees 54 minutes 29 seconds West 64.65 feet to an existing  $\frac{1}{2}$ " iron pin, capped "DBS", said iron pin being the northwestern corner of Lot 37, Brownsville, Section 3A, as recorded in Plat Book 13, Page 182, R.O.M.C.T.; Thence with the western line of Lot 37, South 07 degrees 14 minutes 19 seconds West 165.17 feet to an existing  $\frac{1}{2}$ " iron pin, uncapped, said iron pin being the northwestern corner of Lot 38, Brownsville, Section 3A; Thence with the western line of Lot 38, South 07 degrees 01 minute 53 seconds West 139.17 feet to an existing  $\frac{1}{2}$ " iron pin, capped "DBS", said iron pin being the northwestern corner of Lot 39, Brownsville, Section 3A; Thence with the western lines of Lot 39 and Lot 40, South 07 degrees 24 minutes 03 seconds West 226.61 feet to an existing  $\frac{1}{2}$ " iron pin, capped "Weakley", said iron pin being in the northern line of Lot 25, Clover Hills, Section 4A, as recorded in Plat Book E, Page 265, R.O.M.C.T.; Thence with the northern line of Lot 25, North 87 degrees 20 minutes 54 seconds West 187.74 feet to an existing  $\frac{1}{2}$ " iron pin, capped "DBS", said iron pin being in the northern line of Lot 228, Clover Hills, Section 3B, as recorded in Plat Book E, Page 1132, R.O.M.C.T.; Thence with the northern line of Clover Hills, Section 3B, North 87 degrees 19 minutes 28 seconds West 704.10 feet to an iron pin (new), said iron pin being the northwestern corner of Lot 233; Thence with the western line of Clover Hills, Section 3B, South 08 degrees 17 minutes 06 seconds West 864.30 feet to an iron pin (new), said iron pin being the southwestern corner of Lot 243; Thence with the southern line of Lot 243, South 81 degrees 33 minutes 40 seconds East 1.28 feet to an iron pin (new), said iron pin being the northwestern corner of Lot 244, Clover Hills, Section 3A, as recorded in Plat Book E, Page 1098, R.O.M.C.T.; Thence with the western line of Clover Hills, Section 3A, South 08 degrees 26 minutes 20 seconds West 482.78 feet to an existing  $\frac{1}{2}$ " iron pin, capped "DBS", said iron pin being in the northern line of Lot 53, Clover Glen, as recorded in Plat Book G, Page 351, R.O.M.C.T.; Thence with the northern line of Clover Glen for the next 3 courses as follows: North 81 degrees 37 minutes 22 seconds West 160.00 feet to an existing  $\frac{1}{2}$ " iron pin, capped "DBS"; Thence North 70 degrees 50 minutes 08 seconds West 51.11 feet to an existing  $\frac{1}{2}$ " iron pin, capped "DBS"; Thence North 81 degrees 33 minutes 47 seconds West 160.56 feet to an existing  $\frac{1}{2}$ " iron pin, uncapped, said iron pin being the northwestern corner of Lot 52; Thence with the western line of Clover Glen, South 08 degrees 19 minutes 09 seconds West 376.47 feet

to an existing ½" iron pin, uncapped, said iron pin being in the western line of Lot 48; Thence on a new line, South 08 degrees 19 minutes 09 seconds West for a distance of 324.96 feet to an iron pin set in the north right of way of Interstate 24; Thence with the said northern right-of-way, and generally following an existing fence, for the next 3 courses as follows: Thence North 46 degrees 19 minutes 43 seconds West 111.82 feet to an existing concrete right-of-way monument; Thence North 48 degrees 05 minutes 19 seconds West 350.08 feet to an existing concrete right-of-way monument; Thence North 43 degrees 11 minutes 14 seconds West 171.52 feet to an iron pin (new); Thence leaving the northern right-of-way of Interstate 24, and on a new severance line for the next 4 courses as follows: North 05 degrees 21 minutes 22 seconds East 1046.12 feet to an iron pin (new); Thence South 81 degrees 41 minutes 14 seconds East 590.83 feet to an iron pin (new); Thence North 08 degrees 28 minutes 32 seconds East 620.66 feet to an iron pin (new); Thence North 06 degrees 24 minutes 18 seconds East 792.85 feet to an iron pin (new), said iron pin being in the southern right-of-way of State Route 76; Thence with the said southern right-of-way, on a curve to the right, said curve having a radius of 7470.00 feet, an arc length of 178.08 feet, a chord bearing of South 81 degrees 36 minutes 13 seconds East, and a chord distance of 178.07 feet to a point; Thence continuing with the said southern right-of-way, South 80 degrees 55 minutes 15 seconds East 193.40 feet to an iron pin (new), said iron pin being the northwestern corner of the James D. Slate property, as recorded in O.R.V. 201, Page 79, R.O.M.C.T.; Thence leaving the said southern right-of-way, and with the said Slate property for the next 3 courses as follows: South 06 degrees 28 minutes 06 seconds West 50.00 feet to an iron pin (new); Thence South 85 degrees 01 minute 40 seconds East 145.00 feet to an iron pin (new); Thence North 06 degrees 28 minutes 06 seconds East 50.00 feet to an iron pin (new), said iron pin being in the southern right-of-way of State Route 76; Thence with the said southern right-of-way, on a curve to the left, said curve having a radius of 1430.00 feet, an arc length of 156.34 feet, a chord bearing of North 89 degrees 02 minutes 17 seconds East, and a chord distance of 156.26 feet to a point; Thence continuing with the said southern right-of-way, North 85 degrees 54 minutes 22 seconds East 22.97 feet to the point of beginning. Said Tract 1 contains 46.25 Acres more or less. (Further identified as Tax Map 63, Parcel 67.00)



**RESOLUTION AMENDING THE CLARKSVILLE-MONTGOMERY COUNTY GROWTH PLAN**

**WHEREAS**, Public Chapter 1101 of 1998 requires development of a comprehensive growth policy for cities and counties in Tennessee; and

**WHEREAS**, this process required the establishment of boundaries for Planned Growth Areas (PGA's) and Rural Areas (RA's) in Montgomery County which indicate where growth is expected outside of the Urban Growth Boundary and where the rural character of Montgomery County should be preserved; and

**WHEREAS**, the Clarksville-Montgomery County Coordinating Committee has recommended amendments to the text and the boundary of both the Planned Growth Area 4 (PGA 4) and the Urban Growth Boundary (UGB) to allow for continued Economic Growth for the consideration by the Board of County Commission of Montgomery County, Tennessee.

**NOW THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular business session on this 8<sup>th</sup> day of October, 2018, that the amendments as recommended by the Clarksville-Montgomery County Growth Coordinating Committee as described by the attached hereto are hereby adopted.

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**

# Clarksville – Montgomery County Growth Plan Updated August 2018

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## CHAPTER 1: EXECUTIVE SUMMARY

The Growth Plan for Clarksville and Montgomery County was initiated in response to Public Chapter 1101 of 1998 as adopted by the Tennessee State Legislature. This law mandates a planning process for cities and counties in Tennessee that addresses public service needs of growing residential areas and maintenance of the character of rural areas. The law also requires communities to determine appropriate boundaries for municipal expansion.

This plan focuses on the guidance of residential development and residential density within the City and County. The main implementation tool for the policies of the growth plan is the application of local zoning regulations. The plan does not, however, set policy for commercial and industrial zoning which will be considered on a case by case basis in the future. These cases are more appropriately considered through analysis of the physical characteristics of sites and the compatibility of proposed uses with existing surrounding uses.

The Growth Plan has a 20-year time frame. The amount of growth anticipated during this period was established by population projections prepared by the UT Center for Business and Economic Research. Base data in regard to current development patterns and availability of suitable land for growth was developed through a parcel by parcel land use survey of the County and the recently established Geographic Information System.

This base data led to the initial premise considered for policy development. That is, all population growth within the 20-year time frame for the plan can theoretically be accommodated on currently undeveloped land within the existing city limits of Clarksville. There are sufficient undeveloped land and a variety of development density options to allow this accommodation.

- This premise leads to the conclusion that our future growth can be accommodated without commitment of significant land resources in Montgomery County.

A second premise recognized that, from a practical standpoint, not all future growth will occur within the existing city limits. Two factors contribute to this premise. First of all, not all undeveloped land within the city limits will become available for development during the planning period. Secondly, market forces will continue to drive development to more economically priced property beyond corporate limits. This land is more economically priced as it has not received an investment of urban services and facilities.

- This premise leads to the conclusion that reasonable accommodation must be made for future development outside of the current Clarksville city limits.

A final premise recognized is that not all land in Montgomery County is suitable for future development. There are physical and urban service limitations to development. There is also a need to preserve the rural character of areas of Montgomery County.

- This premise leads to the conclusion that land development regulations in Montgomery County should be structured to discourage growth and development in some areas of the County.

The Growth Plan contains three main elements. The first is establishment of an Urban Growth Boundary (UGB), Planned Growth Areas (PGA's) and Rural Areas (RA's). Designation of such areas is a mandate of Public Chapter 1101.

The UGB is the area where a full complement of urban type services are either presently available or have the potential to be available over the 20-year planning period. It is this area that is set aside for the highest densities of residential development. Potential access to sanitary sewer service was the primary factor used in establishment of this boundary. This is also the area that the City of Clarksville can consider for future annexation in order to provide services necessary for high-density development.

PGA's are areas that have a history of low to moderate levels of residential development or are in the path of present and projected growth trends in the County. These areas have little likelihood of receiving a full complement of urban services over the 20-year planning period and therefore cannot adequately support higher densities of residential development. The City of Clarksville does not anticipate any annexation within PGA's. The City of Clarksville cannot annex any land in a PGA without initiation of referendum proceedings.

RA's are areas where the lowest densities of residential development are considered to be most appropriate. These areas tend to have the least amount of urban services and infrastructure available and have the least likelihood of receiving them over the planning period. The RA contains most of the County agricultural land, floodplain areas, wetlands, steeply sloped areas, scenic vistas and natural areas including wildlife preserves.

The second element of the Growth Plan involves the regulatory strategies by which it will be implemented. The primary tools in this regard are local zoning regulations with secondary support from subdivision regulations. The Growth Plan proposes a graduated availability of residential densities based on the location of land within the UGB, PGA's and the RA.

This policy sets a base level of review for zoning and allows the public and local government officials to better understand what residential densities will be considered in various geographic areas without having to follow the full course of a zone change request. For example, a request to change property from an agricultural designation to a multifamily designation could not be initiated by an applicant or accepted by the Regional Planning Commission in a Rural Area without formal amendment of the Growth Plan.

This policy is not a substitution for the normal review process in local zoning but instead an enhancement of this process. Review of development proposals and zone change requests will continue to be based on an assessment of the physical attributes of the tract including, but not limited to, items such as soil bearing capacity, slope or lay of the land, surface drainage, probability of flooding, access from public roads and available infrastructure. Consideration will also continue to be given to surrounding land use and the compatibility of proposed development with neighboring property.

Public Chapter 1101 requires that the Growth Plan only be amended, after adoption, under exceptional circumstances for the initial 3 years of its applicability. It should be noted that local government has the authority and responsibility to define what exceptional circumstances would warrant a proposed amendment. The Growth Plan acknowledges that many changes can and will occur within the 20-year time frame of the Plan. The Plan thus recommends review and reassessment of the plan at least every five years to determine if the Plan continues to meet the needs of the community.

### **Lots of Record**

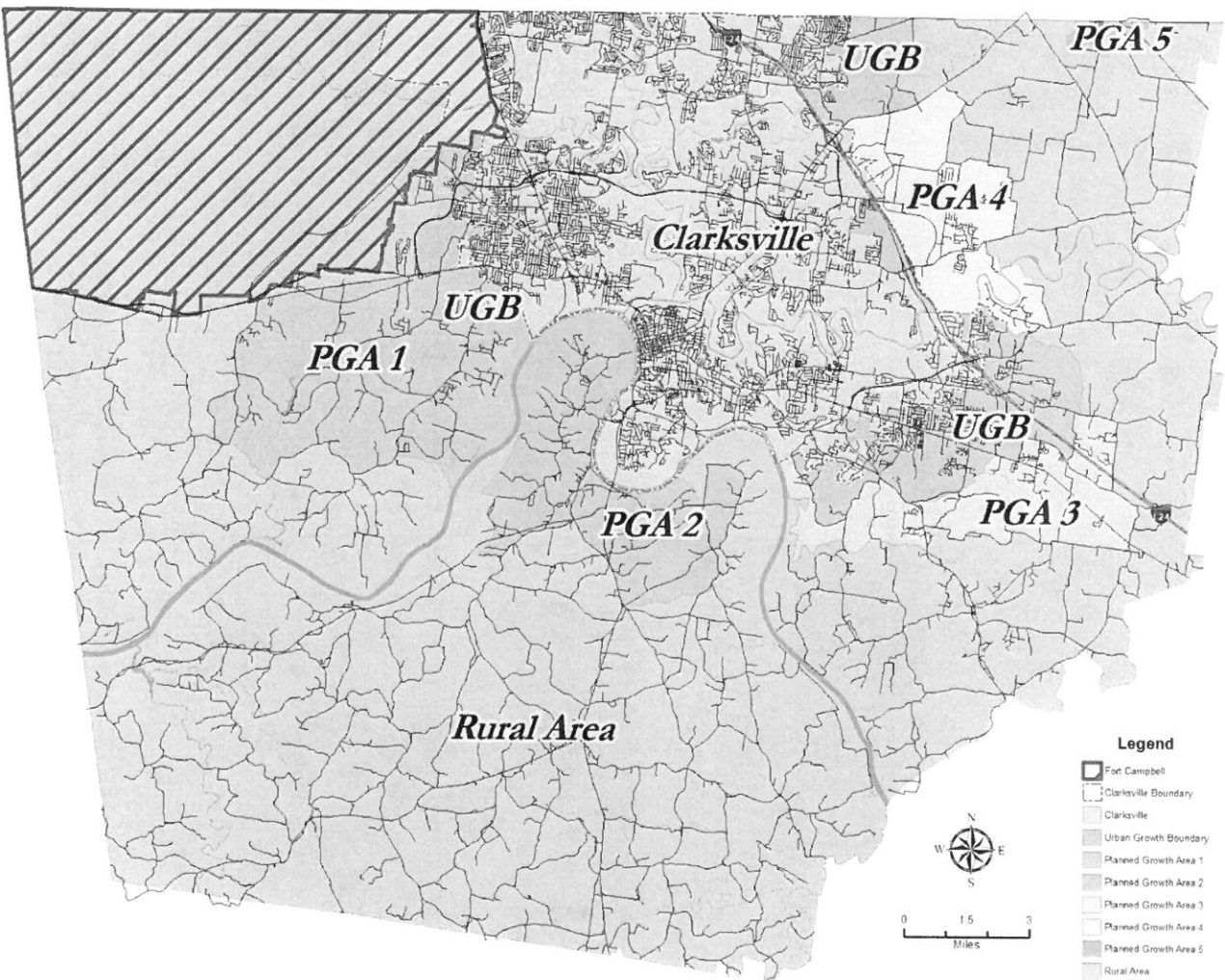
In order to facilitate the transition from the previous applicable land use regulations to the provisions of this Growth Plan, it was recognized that consideration should be given to lots of record. It is hereby established as part of this plan that lots of record which legally existed on the date of the adoption of this plan shall be considered to legally meet all the provisions of this Growth Plan.



### **Existing Zoning Districts Given Standing**

Existing zone districts in effect as of the date of adoption of this Plan shall be allowed to develop utilizing standards applicable to these zone districts as prescribed in the Montgomery County Zoning Resolution. For example, an R-1 single family residential tract of 35 acres was in existence, as of the plan date of adoption, in a Rural Area. In this plan, no new R-1 districts can be created in a Rural Area, but because it had legal standing before the plan, this tract could be developed under the applicable R-1 provisions.

# GROWTH PLAN MAP (1999)



# GROWTH PLAN MAP (AMENDED 2018)

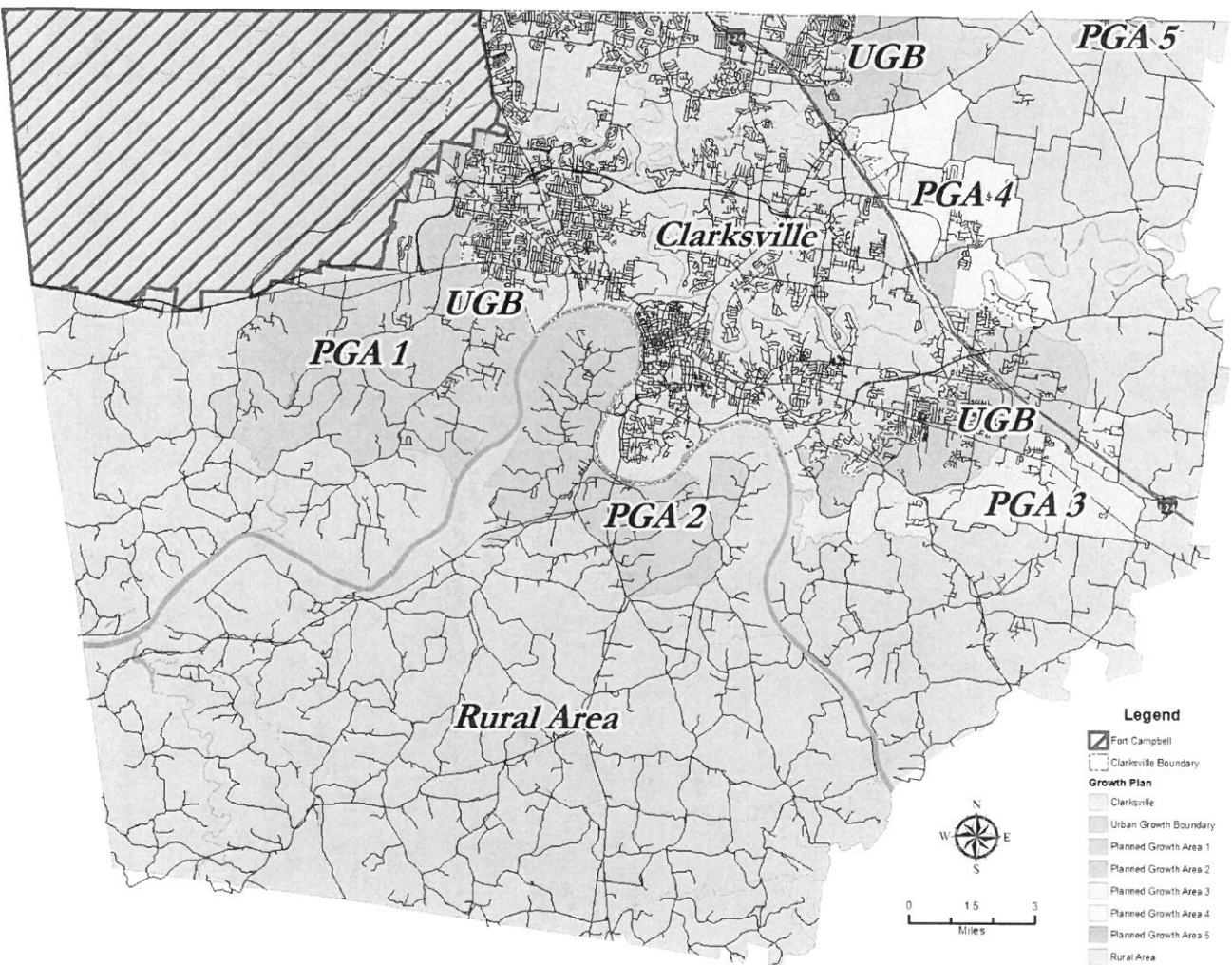


Table 1.1

<b>RELATIVE SIZES OF GROWTH PLAN AREAS</b> <b>Clarksville-Montgomery County, TN</b> <b>October 1999</b>				
<b>AREA*</b>	<b>ACREAGE</b>	<b>SQUARE MILES</b>	<b>NUMBER OF PARCELS</b>	<b>AVERAGE SIZE OF PARCEL ACRES</b>
County	294,928	460.83	50,797	5.81
City	51,599	80.62	34,943	1.48
UGB	26,521	41.44	2,758	9.62
PGA #1	15,029	23.48	1,447	10.39
PGA #2	15,001	23.44	2,037	7.36
PGA #3	12,240	19.13	906	13.51
PGA #4	10,496	16.40	425	24.70
PGA #5	1,306	2.04	174	7.51
RA	166,812	260.64	7,647	21.81

*\*Data from Geographic Information System. Areas do not include water body acreages or road rights-of-way areas.*

Table 1.2 Amended

<b>RELATIVE SIZES OF GROWTH PLAN AREAS</b> <b>Clarksville-Montgomery County, TN</b> <b>Amended September 2018</b>				
<b>AREA*</b>	<b>ACREAGE</b>	<b>SQUARE MILES</b>	<b>NUMBER OF PARCELS</b>	<b>AVERAGE SIZE OF PARCEL ACRES</b>
County	291,769	455.9	77,833	3.75
City	56,190	87.8	53,747	1.05
UGB	16,409	25.6	5,603	2.93
PGA #1	15,029	23.48	1,447	10.39
PGA #2	15,001	23.44	2,037	7.36
PGA #3	12,240	19.13	906	13.51
PGA #4	7,712	12.1	1,928	4.00
PGA #5	1,306	2.04	174	7.51
RA	166,812	260.64	7,647	21.81
Area calculated from parcels intersecting each Growth Plan Area. Parcel data excludes ROW, certain water bodies, and Fort Campbell with the County.				

*\*Data from Geographic Information System. Areas do not include water body acreages or road rights-of-way areas.*

*Note: Due to growth in the city and county total acreage of developable land has dropped due to Rights of Way needs and expansion of water bodies.*



## **CHAPTER 2: PROLOGUE**

In regard to planning documents in general, Judith M. Umbach, Executive Director of Year 2000 for the Province of Alberta, Canada had this to say. “Plans have a high mortality rate. That is partly because while they are made for long-term results, short-term payoffs are usually limited to abstractions, such as a better understanding of an organization’s goals. But if a plan cannot be kept vibrant, daily routine will dampen commitment to those goals and to the actions necessary to achieve them.”

## CHAPTER 3: INTRODUCTION

Growth, for most American communities, is a matter of pride. The idea that other people find your City or County attractive and want to live there is flattering. It means that you must be doing something(s) well. However, as time goes on and more and more people move in, cities and counties begin to feel growing pains. This is usually in the form of fiscal problems that bring on tough political decisions involving the allocation of a limited resource base. Clarksville-Montgomery County is no exception to the rule.

FACT: Growing cities and counties need space to expand. Where this growth space is allocated and how it is developed are two serious questions that land use planning has attempted to address. Traditionally the growth goes where the land is the most available and the least expensive, that is usually somewhere in the fringe areas of urban places. The post-World War II era of the last 50 years finds this scenario played out in countless settings across Tennessee, the Southeast, as well as the entire country.

As people begin to populate the “fringe areas” and increase the density of development they need and demand more public services. Road construction and reconstruction that links these outlying areas to the City core becomes necessary, and while this is an expensive proposition it is only a small part of the total cost of development that has an impact on local, state and federal budgets. Providing additional services such as the improvement of local access roads and the provision of fire and police protection, water, sewer, natural gas and schools to suburban locations creates an enormous amount of “hidden costs”. (These costs are in addition to the developer’s original upfront costs for infrastructure and can forever be a fixture in a city’s and/or county’s budget.) Typically residential growth does not pay for itself. This is because property taxes and other municipal taxes generated by the newly developed residential areas traditionally do not cover the expense generated by the placement of additional infrastructure and urban services.

If development could be kept more compact, many of these hidden costs could be reduced while serving the same population. Local governments across the country have seen the need to sponsor incentives to encourage “infill development” projects that take advantage of vacant tracts with existing infrastructure. By filling in vacant tracts within the presently defined urban growth boundary of the City, greater economies of scale can be realized along with enhanced levels of public services. Incentives by other communities have taken the form of increased densities, i.e. more sites per acre, or reduced tap-on fees for utilities. Within the more compact space, more money becomes available for the upkeep of the existing system instead of it being spent on expansion projects by the local utility companies. The more compact area could more equally share the tax burden of supporting further community development.<sup>1</sup>

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<sup>1</sup> Footnote: (Parts taken from “How Sprawl Costs Us All”, by Donald Camph, STPP Progress, June, 1995, an Internet snippet taken from a link found on the National League of Cities homepage.)

## CHAPTER 4: GLOSSARY OF TERMS

Density – This term is not well defined by Public Chapter 1101, but as it relates to land development, refers to the numbers of person, structures, or housing units within a specified area. Highest densities would be found in urban areas and continuing toward the Urban Growth Boundary. Low to moderate densities would be found in the Planned Growth Areas of the County and low densities only would be found in the Rural Area(s).

The City-County Geographic Information System has data that shows the average single-family residential density within the City of Clarksville is just over two houses per acre or one per 0.48 acre. Multi-family residential density averages 10 units per acre within the City, or 0.10 acre per unit.

The same data source shows the average single-family residential density in the County outside the city limits ranges from one house per 1.60 acres to farmsteads setting on an average of 9.06 acres. There is such a small sample of multi-family developments in the County that no reliable density level could be determined.

Land Use – The technique of identifying and categorizing the purpose for which land is being used. In this report, land use will include residential uses of varying densities. Other major categories reviewed and considered in the preparation of this plan were industrial, commercial/office, public and semi-public (to include governmental, recreational, natural, churches and schools, cemeteries, utilities and transportation facilities).

Lots of Record – A lot that exists as shown or described on a plat or deed in the records of the local registry of deeds.

Population Projection – The technique of forecasting population counts into the future. For purposes of this report, the projections as prepared by the University of Tennessee were received, reviewed and accepted for inclusion in this report. They were used in conjunction with an existing land use inventory to forecast future growth needs.

Public Services Associated with a city's Plan of Services for Annexed Areas – Typical urban services to include police and fire protection, water and wastewater services, electrical, road and street construction and maintenance, recreation facilities, street lighting, and planning, zoning and building permitting services.

## **CHAPTER 5: SUMMARY OF IMPORTANT FACTS FROM PUBLIC ACT 1101 OF 1998**

Clarksville-Montgomery County has, since the 1970's, been one of Tennessee's fastest growing areas. Growth is a familiar topic here and one of keen importance. We note, however, that growth's detrimental implications have been somewhat minimized due to the local coordination efforts through the joint use of the City and County of the Regional Planning Commission. This joint city-county agency monitors and provides guidance in local development policies and decisions. The City and County have attempted over the years to coordinate provisions and policies within their local land use regulations and utility districts that have had an affect on the level of density of development. This includes the maintenance of similar zoning and subdivision regulations as well as the City's willingness to extend its infrastructure, primarily sewer, beyond its limits.

Montgomery County has little, if any, likelihood of incorporating another city within its boundaries, therefore, the incorporation provisions of this act appear to have limited significance. The effects of this public act will be most readily seen and experienced in local annexation procedures. A significant result of this plan is the delineation, by the City of Clarksville, of its urban growth boundaries, which is basically where it anticipates future expansions of its corporate limits. These future expansions must include plans for the orderly provision of services to support the higher density development types generally associated with urbanized places. The Montgomery County Commission has adopted its Planned Growth Areas and Rural Areas. This Plan further outlines the County's duties in guiding the kinds of development and the density levels to be associated with future growth in these areas.

This plan will provide a basis for public and private sectors to better identify, plan for and support local growth. Real estate development on a national basis, inclusive of Tennessee, is best described as market driven. The market is defined in this instance as being a combination of innumerable factors that respond to the needs, desires, and wishes of the people in terms of land use decisions. By geographically listing the various growth districts, all participants are given a greater degree of certainty about the future development potential for all areas of the City and the County. Because this is a dynamic community, this plan should be expected to need timely monitoring and regular updating. This is so as to allow for flexibility in the Plan so as to more fully meet the expectations of the local population, as well as to assure contributions to the improvement of the local quality of life.



## **SUMMARY OF IMPORTANT FACTS FOR ANNEXATION AND GROWTH POLICIES AFTER PUBLIC CHAPTER 707**

The 108<sup>th</sup> General Assembly eliminated unilateral, nonconsensual annexation with the enactment of Public Chapter 707, Acts of 2014, and strengthened the annexation moratorium established by Public Chapter 441, Acts of 2013. The 2014 Act extended the review of state policies governing comprehensive growth plans and changes in the municipal boundaries begun by Public Chapter 441 on which the Commission released an interim report in December 2013.

Until May 15, 2015, cities may annex by ordinance only those formally initiated before passage of Public Chapter 707 and approved by the county or with the written consent of the owners. After that date, cities can annex property only with the written consent of the owner or by referendum. Cities can annex agricultural land only with written consent of the owner.

While Public Chapter 707 settled many important issues surrounding annexation, its passage raised a few new questions and left other unresolved:

- Issues that Public Chapter 707 did not resolve
  - Non-resident participation in annexation decisions
  - Annexing non-contiguous areas
  - Deadlines and standards for implementing plans of service and inclusion of financial information
  - Participation in deannexation decisions and deannexing agricultural property
  - Informing the public before adjusting cities' shared boundaries
  - Implementing statutory allocation of tax revenue after annexation
  - Reviewing and updating growth plans
  - Retracting cities' urban growth boundaries
  - Duties and responsibilities of joint economic and community development boards
- Issues that Public Chapter 707 created
  - References to annexation by ordinance that were not removed
  - Apparent ambiguities created in sections that were not amended

### **The Growth Plan Coordinating Committee 1998**

Public Act 1101 makes special provisions for Montgomery County, which has only one central city, in terms of the makeup of its Coordinating Committee. This committee has been given the official name of the Economic and Community Development Advisory Committee. In the instance of Clarksville-Montgomery County, this decision-making body is mandated to be made up of the membership of the Regional Planning Commission with an unlimited number of additional members appointed by the Mayor and the County Executive. The names of the members of the Committee set up in September of 1998, are as follows:

Joe Creek – Chairman  
Morrell Boyd – Vice Chair.  
Moninda Biggers  
Mayor Johnny Piper  
Benny Skinner  
Lane Lyle  
Gary Norris  
Ken Spradlin  
Barbara Ratchford  
Carl Wilson  
Denzil Biter  
James Trotter  
George Marks  
Loretta Bryant

The Regional Planning Commission staff was designated by the City and County to provide technical assistance to this committee in the formulation of the plan.

### **The Growth Plan Coordinating Committee (Amended 2012 and 2018)**

Tennessee Code Annotated 6-58-104 (d) (1), makes provisions for Montgomery County, to amend the initial Growth Plan. The amendment process shall follow the same procedures for establishing the original plan. In the instance of Clarksville-Montgomery County, this decision-making body is mandated to be made up of the membership of the Regional Planning Commission with an unlimited number of additional members appointed by both the City and County Mayor.

Montgomery County is one of only two counties in the state made unique by the fact there is only one city, Clarksville, within its borders. This eliminates the potential for friction between competing cities over annexation territories and streamlines the provision of urban services from the city into county territory.

The names of the members set up in March 2012 are as follows:

Mark Kelly – Chairman  
Robert Nichols – Vice Chairman  
Mike Harrison  
Mabel Larson  
Bryce Powers  
Geno Grubbs  
John Laida  
Russell Adkins  
Pat Hickey (Mark Riggins)  
Norm Brumblay  
Jim Coode  
Brian Taylor  
Joe Creek  
Ed Baggett  
Mike Evans

The Regional Planning Commission staff was designated by the City and County to provide technical assistance to this committee in the formulation of the plan.

The names of the members set up in June 2018 are as follows:

Richard Swift – Chairman  
Bryce Powers – Vice Chairman  
Russell Adkins  
Geno Grubbs  
Wade Hadley  
Mark Kelly  
Bill Kimbrough  
Robert Nichols  
Dr. Amanda Walker

The Regional Planning Commission staff was designated by the City and County to provide technical assistance to this committee in the formulation of the plan. The City and County Mayor did not appoint additional members to this update, also known as Phase 1, of the Growth Plan Update.

### **The Economic and Community Development Board (1998)**

To further intergovernmental communication, an allied body, known as the Economic and Community Development Board was established. According to the provisions of the Public Chapter, it is made up of a minimum of three members, the County Executive, the Mayor and one property owner with a listing on the local property tax roll. The Board is to establish an executive committee, with a minimum membership of two parties, the County Executive and the Mayor. The overall board is to meet at least 4 times annually and the executive committee to meet at least 8 times per year. This board is to be jointly funded by its entities based on their percentage of the total County population. All meetings are to be open and have recorded minutes of its proceedings. Clarksville-Montgomery County has chosen to have nine members on this original board. As of August 25, 1999, its members and appointing bodies are as follows:

Douglas Weiland - County  
Frances Wall - City  
Richard Swift – County  
Johnny Piper - City  
Sam Johnson - City  
Joe Pitts – City  
Joe Creek - County  
Tad Bourne - City  
William Beach - County

Initially, the Coordinating Committee was charged with the responsibility of developing a countywide plan based on a twenty-year projection of growth and the City/County's projected needs in terms of land use and development densities. The Economic and Community Development Board will have a longer-term mission in maintaining meaningful lines of communication between the parties allied in the plan.

### **The Economic and Community Development Board (Amended 2012 and 2018)**

The Economic and Community Development Board continues to meet on a quarterly basis as required through TCA 6-58-114. The purpose of the board is to foster communication relative to economic and community development between and among governmental entities, industry and private citizens. The Board shall meet, at a minimum, four (4) times annually. An Executive Committee meeting shall be held once each calendar quarter. Minutes of all meetings of the Board and Executive Committee shall be documented by minutes kept and y certification of attendance and all meetings are to be open to the public. Clarksville-Montgomery County has chosen to have nine members of this Board.



As of June 2012, its members and appointing bodies are as follows:

Mayor Carolyn Bowers – County  
Mayor Kim McMillan – City  
John Fuson – County  
Lawson Mabry – County  
Mark Barnett – County  
Mark Kelly – County  
Mark Boone – City  
Courtney Maynard-Caudill – City  
Travis Rupe – City

**As of June 2018, its members and appointing bodies are as follows:**

Mark Kelly – Chair  
Gary Norris – Vice-Chair  
Mayor Kim McMillan  
Mayor Jim Durrett  
Russell Adkins  
Jeff Burkhart  
Melinda Shepard  
Douglas Heimback  
Joe Weyant

## **CHAPTER 6: GENERAL DESCRIPTIONS OF DELINEATING GROWTH AREAS**

A primary element in the formulation of this plan involves the division of the County into three types of growth areas. The types of areas are described as follows:

### **Urban Growth Boundary (UGB)**

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

#### **Criteria for defining the UGB**

- Compactness is encouraged, but it should be large enough to accommodate 20 years of projected growth;
- Must be contiguous to the existing municipal boundaries;
- Must exhibit a strong likelihood for growth over the next 20 years based upon its historic, socio-economic and physical characteristics;
- Must reflect the municipality's duty to fully develop the area within the current boundaries, while anticipating future needs for growth outside its boundaries where higher density developments appear likely.

#### **Factors considered in developing the UGB**

- Must develop and report population growth projections in conjunction with the University of Tennessee;
- Must determine and report the present and projected costs of core infrastructure, urban services, and public facilities necessary to fully develop the resources within the municipality's current boundaries, as well as the cost of expanding these into the territory proposed within the UGB over the planning period;
- Must determine and report on the need for additional land suitable for high-density residential, commercial and industrial development, after taking into account areas within the current municipal boundaries that can be used, reused, or redeveloped to meet such needs;

- Must examine and report on agricultural, forest, recreational and wildlife management areas under consideration for inclusion in the UGB, and on the likely long-term impact of urban expansion in such areas.<sup>2 3</sup>

Public Hearing Requirements – The municipality held two public hearings, each given at least 15 days’ notice in a newspaper of general circulation in the City before formally proposing its UGB. These public hearings were scheduled and held as follows: September 9, 1999, at the Board of Education Meeting Room, 621 Gracey Avenue, and October 7, 1999, at the City Council Chambers on Public Square.

## **2018 - Public Hearing Requirements**

The Coordinating Committee held two public hearings, each given at least 15 days’ notice in a newspaper of general circulation in Clarksville-Montgomery County before formally proposing its UGB amendments. These public hearings were scheduled and held as follows:

- August 9, 2018, at 6:00 p.m., Regional Planning Commission Meeting Room, 329 Main Street,
- August 16, 2018, at 6:00 p.m., Regional Planning Commission Meeting Room, 329 Main Street

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<sup>2</sup> Growth, Policy, Annexation, and Incorporation, Under Public Chapter 1101 of 1998: A Guide for Community Leaders, University of Tennessee Institute for Public Service and allied agencies, Reprinted May, 1999.

<sup>3</sup> Municipal Boundaries in Tennessee: Annexation and Growth Planning Policies after Public Chapter 707, January 2015.

## **Planned Growth Areas (PGAs)**

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

### **Criteria used in defining PGAs**

- Must be reasonably compact but able to accommodate residential and non-residential growth projected to occur during the next 20 years;
- Must be solely within the jurisdiction of the county and outside any municipality or its Urban Growth Boundary;
- Must exhibit strong likelihood for growth over the next 20 years based upon its historic, socio-economic and physical characteristics;
- Delineated areas are to reflect the county's duty to manage natural resources and to manage and guide growth, taking into account the impact on agriculture, forests, recreation, and wildlife.

### **Factors considered in developing PGAs**

- Must develop and report population growth projections in conjunction with the University of Tennessee;
- Must determine and report the present and projected costs of core infrastructure, urban services, and public facilities in the area, as well as the feasibility of funding them through taxes or fees within the area;
- Must determine and report on the need for additional land suitable for high-density residential, commercial and industrial development;
- Must determine and report on the likelihood that the territory will eventually incorporate as a new municipality or to be annexed; and,
- Must examine and report on agricultural, forest, recreational and wildlife management areas under consideration for inclusion in the PGA, and on the likely long-term impact of urban expansion in such areas.<sup>4</sup>

Public Hearing Requirements – Before presenting the proposed PGAs, the County held two public hearings, each given at least 15 days' notice in a newspaper of general circulation in the County. These public hearings were scheduled and held as follows: November 4, 1999, at the Board of Education Meeting Room, 621 Gracey Avenue, and November 30, 1999, at the same location.

Public Hearing Requirement – Before presenting the proposed amendment to the County Commission and City Council for PGA 4, the Coordinating Committee held two public hearings, each given at least 15 days' notice in a newspaper of general circulation in the

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<sup>4</sup> Municipal Boundaries in Tennessee: Annexation and Growth Planning Policies after Public Chapter 707, January 2015.



County. These public hearings were scheduled and held as follows: September 19, 2012, from 11:00 a.m. until 2:00 p.m. and 4:30 p.m. until 6:00 p.m. at the meeting room of the Regional Planning Commission, 329 Main Street, Clarksville, Tennessee.

### **2018 - Public Hearing Requirements**

The Coordinating Committee held two public hearings, each given at least 15 days' notice in a newspaper of general circulation in Clarksville-Montgomery County before formally proposing its UGB amendments. These public hearings were scheduled and held as follows:

- August 9, 2018, at 6:00 p.m., Regional Planning Commission Meeting Room, 329 Main Street,
- August 16, 2018, at 6:00 p.m., Regional Planning Commission Meeting Room, 329 Main Street

## **Rural Areas (RAs)**

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

### **Criteria for Defining RAs**

- Encompasses all areas of the County outside the delineated UGB and PGAs;
- Areas delineated should be best suited to support uses other than higher density urban type development, with primary consideration to be given to the guided preservation of agricultural, forest, recreation and wildlife management land uses as per the prevailing land use controls established by the zoning and subdivision regulations.<sup>5</sup>

Public Hearing Requirements – Before presenting any proposed RAs, the County held two public hearings, each given at least 15 days' notice in a newspaper of general circulation in the County. These hearings were scheduled and held in conjunction with the Planned Growth Areas hearings on the following dates: November 4, 1999, at the Board of Education Meeting Room, 621 Gracey Avenue, and November 30, 1999, at the same location.

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<sup>5</sup> Municipal Boundaries in Tennessee: Annexation and Growth Planning Policies after Public Chapter 707, January 2015.

## CHAPTER 7: POPULATION PROJECTIONS

A major project of the plan was the formulation of local population projections. The legislation specifically states that this is to be done in conjunction with the University of Tennessee at Knoxville. The projections are to reflect totals for the County as well as existing incorporated areas.

As noted earlier in this document, Public Chapter 1101, mandates that population projections must be undertaken for the City and County with a twenty-year planning horizon. Further, it is stated that these population projections must be undertaken by or coordinated through the University of Tennessee's Center for Business and Economic Research. This organization submitted its projections to the City and County, just as they did for the entire state, for their consideration. As part of the acceptance process, the City and County asked for a review of the population projections by the Regional Planning Commission staff and an endorsement from the Coordinating Committee. Local input included a review of existing planning documents and population projections for the local area as undertaken by the RPC staff demographer. It was concluded by the RPC staff that the projections, as submitted by UT, were realistic and appropriate. Accordingly, they were then endorsed by the Coordinating Committee. The table below lists the applicable population levels that were used in the local planning efforts.<sup>6</sup>

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<sup>6</sup> Municipal Boundaries in Tennessee: Annexation and Growth Planning Policies after Public Chapter 707, January 2015.

Table 7.1

**POPULATION PROJECTIONS DURING EACH GROWTH PLAN PERIOD**

	2000	2005	2010	2015	2020	2025	2030
<b>Clarksville</b>							
1999 Growth Plan	106,069	121,004	137,900	157,144	179,200		
2012 Growth Plan Update			132,929	145,184	156,071		
2018 Growth Plan Update					156,071	179,177	205,703
<b>Montgomery County Unincorporated</b>							
1999 Growth Plan	26,467	26,470	26,027	25,058	23,460		
2012 Growth Plan Update			39,402	43,041	46,254		
2018 Growth Plan Update					56,607	54,426	48,937
<b>Montgomery County Total</b>							
1999 Growth Plan	132,536	147,474	163,927	182,202	202,680		
2012 Growth Plan Update			172,331	188,225	202,325		
2018 Growth Plan Update					212,678	233,603	254,640
*Sources: 2010 Decennial Census, 2016 Census Estimates, 2017 Boyd Center for Business and Economic Research, University of Tennessee, as per TCA 6-58-106 a (1) (E) (2).							

The last official census undertaken by the Bureau of Census for Clarksville and Montgomery County was completed in 1995. Their final numbers showed Clarksville having a total population of 89,246, the unincorporated area of Montgomery County at 25,269, and finally, a County overall total of 114,515. The 1998 Bureau of the Census population estimate for the City of Clarksville was 97,978, the unincorporated area of Montgomery County was estimated at 29,287, with the overall County total estimated at 127,265.

The projections for the City of Clarksville from the year 2000 to the year 2020 reflect growth levels centering around 2.8% annually while the County overall total growth is estimated at 2.2% annually over the same period. The unincorporated area of the County shows negative growth, most notably as a result of the annexation activities of the City over the planning period. The percentage increase from the year 2000 to the year 2020 for the City is 69%, while the County is projected to have a population increase of just under 53% for this same period. Supporting growth increments of this magnitude will require extensive planning efforts and thoughtful allocation of land by both land use planning professionals and the applicable elected bodies.

These population projections will be utilized in a land use density discussion later in this report. The Geographic Information System (GIS) of the City-County provides a basic breakdown by land use category that will be used to project future land use needs.



## CHAPTER 8: EXISTING LAND USE INVENTORY

The Clarksville-Montgomery County Geographic Information System provided invaluable assistance in the quantification of the existing land use acreages by category for their inclusion in this growth plan. The raw data source of the land use information is the Assessor of Property's parcel data. Additional evaluations and analyses were undertaken by Regional Planning Commission staff through the use of aerial photography, archival studies of office records and by field survey and onsite verification. From this data, breakdowns were calculated on a variety of land use categories. The categories were then further broken down into geographic areas of the City and for the overall County under the heading of Clarksville-Montgomery County. The data tables listing the land use inventory breakdowns follow.

### **Clarksville-Montgomery County Existing Land Use Inventory**

In reviewing the land use breakdowns for the entire County, including the area of the City, the major land use category is agricultural and/or forest. An estimated 204,598 acres are currently rated in this usage, with an additional 38,569 acres presently vacant but having a strong inclination to be transformed into a more intensive land use category, such as residential, commercial or industrial. The total land area for acres either held vacant for agricultural use or undeveloped pending a higher intensity use is 243,167. The following table lists the land uses in the order of their magnitude of improved acreage:

Table 8.1

#### **CURRENT LAND USE BY MAGNITUDE OF THE USE CLARKSVILLE-MONTGOMERY COUNTY**

<b>Land Use by Type (1998)</b>	<b>Acreage</b>
Fort Campbell	43,014
Single-Family Residential	36,251
Street/Hwy ROW's	8,186
Public/Semi-Public Uses	5,482
Water Bodies	4,400
Commercial/Office	2,349
Industrial	2,197
Multi-Family Residential	828
Mobile Home Parks	294
Agricultural/Forest/Undeveloped	243,167

Table 8.2

CLARKSVILLE-MONTGOMERY COUNTY, EXISTING LAND USE  
INVENTORY TABLE

CLARKSVILLE-MONTGOMERY COUNTY						
EXISTING LAND USE INVENTORY AND ANALYSIS (1999)						
Land Use By Type	Total Area Developed Acres	Percentage of Total Land Area	Percentage of Developed Land Area	Total # of Units Of Parcels	Density of Units Per Acres	Average Lot Size In Acres
Single Family Residential	35,129	10.2%	34.5%	34,176	0.97	1.03
Multi-Family Residential	828	0.2%	0.8%	7,512	9.07	0.11
Mobile Home Parks	294	0.1%	0.3%	1,810	6.16	0.16
Commercial/Office	2,349	0.7%	2.3%	1,574	0.67	1.49
Industrial	2,197	0.6%	2.2%	150	0.07	14.65
Publix/Semi-Public	5,482	1.6%	5.4%	817	0.15	6.71
Street/Highway ROW	8,186	2.4%	8.0%			
Water Bodies	4,400	1.3%	4.3%			
Ft. Campbell	43,014	12.5%	42.2%			
<b>Total Developed Land</b>	<b>101,879</b>	<b>29.5%</b>				
<b>Agric/Undev. Land**</b>	<b>243,167</b>	<b>70.5%</b>				
<b>Total Land Area in Acres</b>	<b>345,046</b>	<b>100%</b>				
<b>Acres In Square Miles</b>	<b>539.13</b>					
<b>**Includes undeveloped land in any category. Agricultural Land may be occupied by farmstead improvements.</b> <b>SOURCE: CLARKSVILLE-MONTGOMERY COUNTY GEOGRAPHIC INFORMATION SYSTEM</b>						

### City of Clarksville, Existing Land Use Inventory

In reviewing the land use breakdowns for the City of Clarksville, the major land use, in terms of development is, residential. An estimated 13,541 acres, or over 42% of the developed land area, is devoted to single-family residential land use purposes. An additional 900 acres is used for multiple family and mobile home parks. The average lot size used as a site for a single-family residence was found to be 0.52 acre while the lot size per unit in a multiple family residential development averaged 0.10 acre per unit. The following table lists the land uses in the order of their magnitude of acreage improved:

Table 8.3

#### CURRENT LAND USE BY MAGNITUDE OF THE USE CITY OF CLARKSVILLE

Land Use by Type (1998)	Acres Devoted to Use
Single Family Residential	13,541
Water Bodies	4,150
Street/Highway Rights of Way	3,958
Fort Campbell	3,712
Public/Semi-Public Uses	2,926
Commercial/Office	2,066
Industrial	962
Multiple Family Residential	741
Mobile Home Parks	159
Agricultural/Forest/Undeveloped	28,278

Table 8.4

## CITY OF CLARKSVILLE, EXISTING LAND USE INVENTORY TABLE

CITY OF CLARKSVILLE EXISTING LAND USE INVENTORY (1999)						
Land Use By Type	Total Area Developed	Percentage of Total Land	Percentage of Developed	Total # of Units Of	Density of Units Per	Average Lot Size In Acres
Single Family Residential	13,541	22.4%	42.0%	26,043	1.92	0.52
Multi-Family Residential	741	1.2%	2.3%	7,252	9.79	0.10
Mobile Home Parks	159	0.3%	0.5%	1,599	10.06	0.10
Commercial/Office	2,066	3.4%	6.4%	1,496	0.72	1.38
Industrial	962	1.6%	3.0%	133	0.14	7.23
Publix/Semi-Public	2,926	4.8%	9.1%	468	0.16	6.25
Street/Highway ROW	3,958	6.5%	12.3%			
Water Bodies	4,150	6.9%	12.9%			
Ft. Campbell	3,712	6.1%	11.5%			
<b>Total Developed Land</b>	<b>32,215</b>	<b>53.5%</b>				
Agric/Undev. Land**	28,278	46.7%				
<b>Total Land Area in Acres</b>	<b>60,493</b>	<b>100%</b>				
<b>Acres In Square Miles</b>	<b>94.52</b>					
<b>**Includes undeveloped land in any category. Agricultural Land may be occupied by farmstead improvements.</b> <b>SOURCE: CLARKSVILLE-MONTGOMERY COUNTY GEOGRAPHIC INFORMATION SYSTEM</b>						



## **CHAPTER 9: FUTURE LAND USE PROJECTIONS**

Two important data sets were needed in order to forecast future land use needs for the growth plan areas. These were (1) an existing land use inventory, and (2) population projections for the next twenty years. An explanation of the methodology follows: data pertaining to current land use was collected and allocated by land use category by the City-County Geographic Information System; the current land use levels were then divided by the current population estimates for both the City and County to arrive at a ratio for land use type per person; the future population estimate was then multiplied by each of the ratios to arrive at the future land use needs by each of the land use categories.

Note: For purposes of this report the use of Clarksville-Montgomery County will describe the entire County.

### **Clarksville-Montgomery County – Land Use Projections**

The following table lists the breakdown of uses by major land use categories for Clarksville-Montgomery County. In reviewing the data, the major future land use need is shown to be in the residential land use category at 18,592 additional acres by the year 2020. The next highest future land use category is Public/Semi-Public uses with an additional 2,901 acres indicated to be needed over the next twenty years. This is logical as this category covers governmental, social, recreational and preservational land uses to support a growing population. Commercial/Professional Offices and Industrial uses are the next two highest need categories at 1,243 and 1,163 acres, respectively. The total acres needed for all development categories at current development patterns were calculated to be 28,825. The total number of acres currently undeveloped or held vacant for agricultural use is 243,167 acres.

Table 9.1

CLARKSVILLE-MONTGOMERY COUNTY  
LAND USE PROJECTIONS FOR NEXT 20 YEARS TABLE

CLARKSVILLE-MONTGOMERY COUNTY							
LAND USE PROJECTIONS FOR THE NEXT 20 YEARS BASED ON 2000 POPULATION LEVEL OF 132,538 (1999)							
Land Use By Category	Improved Parcels or Units	Developed Acreage	Average Parcel Size in	Density Units In Acres	200 Population Factor	Additio nal	Currently Vacant Rated
Single Family Residential	34,176	35,129	1.03	0.97	0.2651	18,592	32,481
Multi-Family Residential Unit	7,512	826	0.11	9.07	0.0062	438	466
Mobile Home Parks	1,810	294	0.16	6.16	0.0022	156	
Industrial/Quarry	150	2,197	14.65	0.p7	0.0166	1,163	2,681
Commercial/Prof. Office	1,574	2,349	1.49	0.67	0.0177	1,243	2,650
Publix/Semi-Public	817	5,482	6.71	0.15	0.0414	2,901	
Ft. Campbell		43.014		No Significant Change			
Street/Hwy. ROW		8,186			0.618	4,332	4,400
Water Acres		4,400		No Significant Change			
<b>Total Developed Acres</b>		101,879					
Agricultural/Forest/ Undeveloped	2,864	243,167	84.90		1.8347		
<b>Totals</b>	46,039	345,046				28,825	42,678

Table 9.2

CLARKSVILLE-MONTGOMERY COUNTY  
PROJECTED TOTAL AVAILABLE VACANT LAND AFTER 2020 TABLE

CLARKSVILE-MONTGOMERY COUNTY	
PROJECTED TOTAL AVAILABLE VACANT LAND AFTER 2020	
	ACRES
Total County Acres	345,046
Minus Future City Developed Area/Fort Campbell	46,865
Minus Current Developed County Remainder Area	101,879
Minus Future Land Use Needs	28,825
Minus water and current/future street right-of-ways*	16,986
<b>Available Vacant Land After 2020</b>	<b>150,491</b>
*2000 Land Use Factor multiplied by 2020 population projection.	
**SOURCE City, County, State Highway Departments	

## **City of Clarksville – Land Use Projections**

The following table lists the breakdowns by major land use categories for the City of Clarksville. In reviewing the data, the major future land use need is shown to be in the residential land use category at 9,339 additional acres by the year 2020. The next highest future land use category is Public/Semi-Public uses with an additional 2,018 acres indicated to be needed over the next twenty years. This is logical as this category covers governmental, social, recreational and preservational land uses to support a growing population. Commercial/Professional Offices and Industrial uses are the next two highest need categories at 1,425 and 663 acres, respectively. The total acres needed for all development categories at current development patterns were calculated to be 16,795. The total number of acres currently undeveloped or held vacant for agricultural use is 28,278 acres. According to the data as presented in the following table, there is more than enough room within the existing City Limits to facilitate the expected needs for acreage.



Table 9.3

CITY OF CLARKSVILLE  
LAND USE PROJECTIONS FOR NEXT 20 YEARS TABLE

CITY OF CLARKSVILLE LAND USE PROJECTION FOR NEXT 20 YEARS							
BASED ON 2000 POPULATION LEVEL OF 106,069 (1999)							
Land Use By Category	Parcels or Units	Developed Acreage	Average Parcel Size in	Density Units In Acres	2010 Population Factor	Additio nal	Currently Vacant Rated
Single Family Residential	26,043	13,541	0.52	1.92	0.1277	9,339	14,899
Multi-Family Residential Unit	7,252	741	0.10	9.79	0.0070	511	463
Mobile Home Parks	1,599	159	0.10	10.06	0.0015	110	
Industrial/Quarry	133	962	7.23	0.14	0.0091	663	650
Commercial/Prof. Office	1,496	2,066	1.38	0.72	0.0195	1,425	2,175
Publix/Semi-Public	468	2,926	6.25	0.16	0.0276	2,018	
Ft. Campbell		3,712	No Significant Change				
Street/Hwy. ROW		3,958			0.0373	2,729	
Water Acres		4,150	No Significant Change				
Total Developed Acres		32,215					
Agricultural/Forest/Undeveloped	159	28,278	177.85		0.2666		N/A
Totals	36,991	60,493				16,795	18,187

Table 9.4

CITY OF CLARKSVILLE  
PROJECTED AVAILABLE VACANT LAND AFTER 2020 TABLE

CITY OF CLARKSVILLE	
PROJECTED AVAILABLE VACANT LAND AFTER 2020	
	ACRES
Current City Size	60,493
Minus Currently Developed Area (Including City area of Fort Campbell)	32,215
Minus Future Land Use Needs	16,795
Minus Water & Current/Future Street ROW's**	10,837
<b>Available Vacant Land After 2020</b>	<b>646</b>
*2000 Land Use Factor multiplied by 2020 population projection.	
**SOURCE City and, State Highway Departments	

### **Montgomery County Unincorporated Areas - Land Use Projections**

Similar projections for unincorporated areas of Montgomery County were not reliable due to expected continued annexation by the City of Clarksville.

## **CHAPTER 10: PROCESS FOR DEFINING THE LOCAL GEOGRAPHIC GROWTH AREAS**

The Coordinating Committee, with the assistance of the Regional Planning Commission staff, established criteria for the delineation of the required planning areas of Urban Growth Boundary (UGB), Planned Growth Areas (PGA's) and Rural Areas (RA's). This was accomplished by assessing current levels of density of development and infrastructure that currently exists in specific areas of the County and reviewing the same for a continuation of the trends into the future.

### **Lots of Record**

In order to facilitate the transition from the previous applicable land use regulations to the provisions of this Growth Plan, it was recognized that consideration should be given to lots of record. It is hereby established as part of this plan that lots of record which legally existed as of the date of the adoption of this plan shall be considered to legally meet all the provisions of this Growth Plan.

### **Existing Zoning Districts Given Standing**

Existing zone districts in effect as of the date of adoption of this Plan shall be allowed to develop utilizing standards applicable to these zone districts as prescribed in the Montgomery County Zoning. For example, an R-1 single-family residential tract of 35 acres was in existence, as of the plan date of adoption, in a Rural Area. In this growth plan no new R-1 districts can be created in a Rural Area, but because it had legal standing before the plan, this tract could be developed under the applicable R-1 provisions.

## **CHAPTER 11: THE URBAN GROWTH BOUNDARY (UGB)**

The Urban Growth Boundary encompasses that area outside the City where the highest density of residential development should take place. The majority of urban type services are in place or within proximity of the UGB. Public Chapter 1101 states that a city can use any of the annexation methods provided in T.C.A. Title 6, Chapter 51 for the areas included within the UGB. This includes annexation by ordinance and by referendum, as modified by this Chapter. Being located within a UGB is equal to being put on notice that future city annexations may be forthcoming, but this is not a certainty. Areas of the County outside the UGB may be annexed by the City in either of two ways. The first is by amending the Growth Plan to include the proposed annexation area within a revised UGB. A second option is annexation by referendum, as the present laws and/or statutes allow.

In order to geographically define the UGB, utility providers were consulted to obtain information as to the areas that they presently serve and where future expansions were planned. Particular attention was given to the City Engineer's data concerning the City's Gas, Water and Wastewater Department's expectations of where public sewer could reasonably be extended over the next twenty years. The City of Clarksville is the only public entity in Montgomery County to own and operate a sanitary sewer system. Without public sanitary sewer, the Tennessee Division of Ground Water Protection has the overriding authority in determining developmental densities through the regulation of the site size. Any site to be improved must be of sufficient size to support an on-site septic system if no sewer is available. In the Montgomery County Zoning Resolution, the minimum lot size allowed for consideration for an on-site septic system is 20,000 square feet or approximately 0.45 acre (just under a one-half acre). In the City of Clarksville's Zoning Ordinance, the minimal lot size is also affected by the provisions of Ground Water Protection, but no specific minimum size requirement is listed. The only stipulation is that the site is large enough to accommodate the disposal requirements of the proposed improvement.

During the utility planning and review process, it was noted that the Cumberland River is a formidable physical barrier, particularly to the extension of sewer service. As of the date of this report, no public sewer disposal system exists south of the Cumberland River, and there are no plans in place to extend service into that area from the north primarily because of the expense factor. Therefore, until this situation changes, the density of development in all areas south of the River should be held too low to moderate levels. This event would be one of the key factors that would trigger a Growth Plan update and most likely change the development density patterns of the southern portion of the County.

The Coordinating Committee focused on residential density levels. All other major land use categories, including commercial and industrial, were carefully reviewed. It was found that these land use categories had minimal impact on the overall land use pattern outside the City. In reviewing the existing land use map maintained by the RPC staff, the vast majority of these uses are situated within the urbanized area where sufficient quantities of infrastructure are more readily available. One notable exception is the Pasminco Zinc Plant located south of the Cumberland River in the Cumberland Heights neighborhood.



Accordingly, based on the consensus of the Coordinating Committee, future creations or expansions of commercial and/or industrial districts should be reviewed and evaluated based upon their individual circumstances without regard to their growth plan area location(s).

Other factors considered in the delineation of the UGB were physically oriented factors including flood-prone areas, karst topography, known wetlands, soil bearing capacities, areas with excessive slope, areas with unique natural features, wildlife preservation areas as well as agriculturally oriented areas. These factors are considered to be detrimental to development (and perhaps vice versa) at any density and the UGB was steered away from these areas where it was possible. All of these features were examined on a macro scale basis only. Any tract or site proposed for a specific development within the UGB would still need an individual investigation to determine if these factors would come into consideration during the development process.

### **Rezoning Request Procedures for the UGB**

The UGB is rated to have the capacity to handle the highest densities of development. Applications for rezonings will be accepted for all districts listed in the County Zoning Resolution, including those involving commercial and industrial classifications. This is not to imply that all requests will be looked upon favorably by the staff or the Commission. All requests must undergo the review process which will include the analysis of physical characteristics of the site, as well as the compatibility of the proposed use with all existing land, uses in the area.

Table 11.1

**Allowable Zoning Districts**

<b>Zone District</b>	<b>Land Use Type</b>
AG	Agricultural/Residential
E-1	Residential – Single Family (Conventional Built)
EM-1	Residential – Single Family / Mobile Home
EM-1A	Residential – Single Family / Mobile Home
E-1A	Residential – Single Family (Conventional Built)
R-1	Residential – Single Family (Conventional Built)
R-1A	Residential – Single Family (Conventional Built)
R-2D	Residential – Multi-Family (Conventional Built)
RM-1	Residential – Mobile Home Only
RM-2	Residential – Mobile Home Parks
R-3	Residential – Multi-Family (Conventional Built)
R-4	Residential – Multi-Family (Conventional Built)
O-1	Residential – Multi-Family (Conventional Built)
O-P	Residential – Single Family (Related to Business)

## **PLAN OF SERVICES FOR THE UGB**

Montgomery County is one of only two counties in the state made unique by the fact there is only one city, Clarksville, within its borders. This eliminates the potential for friction between competing cities over annexation territories and streamlines the provision of urban services from the city into county territory.

The UGB as described covers a considerable area, estimated at 26,521 acres, not including water acres of rivers and creeks or road rights of way. It would take a minimum of four years to annex this entire area, given limitations imposed by state law that allow only a 25% increase in the total area of a city during a 24-month period. In the past, the City of Clarksville has been somewhat selective in exercising its annexation procedures, limiting itself to areas where realistic economic returns could be expected within a reasonable time schedule. This being weighed against the provision of city services on an equitable basis with the rest of the area of the City. Because there are no specific geographic areas identified for annexation as part of this plan, no specific plan of services can be proposed. As is the custom of the City in terms of meeting the legal requirements, a unique Plan of Services will be formulated for each annexed area based upon its needs at the time. The following is a generalization of the steps typically taken in newly annexed areas to supply and implement a Plan of Services.

### **Summary Plan of Services**

#### **Police**

- (1) Patrolling, radio responses to calls, and all other routine police services will be provided beginning on the effective date of any annexation.
- (2) Any additional police officers and equipment will be determined through the annexation process.

#### **Fire**

- (1) The Clarksville Fire Department will provide fire protection to any new annexation on the effective date of annexation.
- (2) The determination of any new fire stations, personnel, and equipment will be determined through the annexation process.

#### **Water**

- (1) City water will be provided at city rates for customers, beginning on the effective date of any new annexation.
- (2) If adequate fire protection is not available, additional fire hydrants and the upgrade of existing water lines will be determined through the annexation process.

### Sewer

- (1) Sewer rates shall become the same as existing rates within the other areas of the corporate city limits upon the effective date of annexation.
- (2) Existing developed areas which have septic system failures will be programmed for sewer installation when a minimum of 50% of a given development indicates a need for sewer. The City will plan and schedule sewer availability for each individual annexation request through the adopted plan of services.

### Solid Waste Disposal

Current policies of the Bi-County Solid Waste Management System for areas within the city limits of Clarksville will extend into the newly annexed areas upon the effective date of annexation.

### Streets

- (1) Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need, therefore, is determined by the governing body, will be accomplished under current city policies.
- (2) Routine maintenance, on a daily basis, will begin on the effective date of annexation.
- (3) Any additional personnel and equipment will be provided through the plan of services that shall be adopted through the annexation process.
- (4) Street name signs where needed will be replaced or installed after the effective date of an annexation, as determined within the plan of services.

### Electrical Services

The Clarksville Department of Electricity would apply an established procedure that allows for the orderly transition in the transfer of all electrical service facilities and equipment from the County's electrical supplier, Cumberland Electric Membership Corporation.

### Building and Codes Inspection Services

Any inspection service now provided by the City (building, electrical, plumbing, gas, and housing) will be available in the annexed area on the effective date of annexation.

### Planning and Zoning

Areas and territories incorporated into the City of Clarksville will retain the zoning classifications as previously assigned to these areas by the Montgomery County Commission, Montgomery County, Tennessee, until and unless rezoned by Ordinance of the City of Clarksville. Necessary changes in any zones will be made within a reasonable period of time after the effective date of annexation.

### Street Lighting

Street lighting will be installed under the current city policy, after the effective date of the annexation.

### Recreation

The same standards and policies now used in the present city will be followed by expanding the recreational program and facilities in the enlarged city.

### Transit

The same standards and policies now used in the present city will be followed by expanding the transit program and facilities in the enlarged city.

**Note:** Annexation involving some or all of the UGB will undoubtedly occur over the span of the twenty-year planning period. Projecting costs tied to a plan of services can only be realistically undertaken after the review of several factors, including, but not limited to, the size of the area, infrastructure in place, adequate roadway linkages to existing police and fire stations, surface drainage patterns, and any number of other factors depending upon the area chosen. Due to the many variables involved, projecting a meaningful cost to the plan of services for this 26,000+ acre area is more accurately accomplished as Plans of Service are considered for individual annexation.

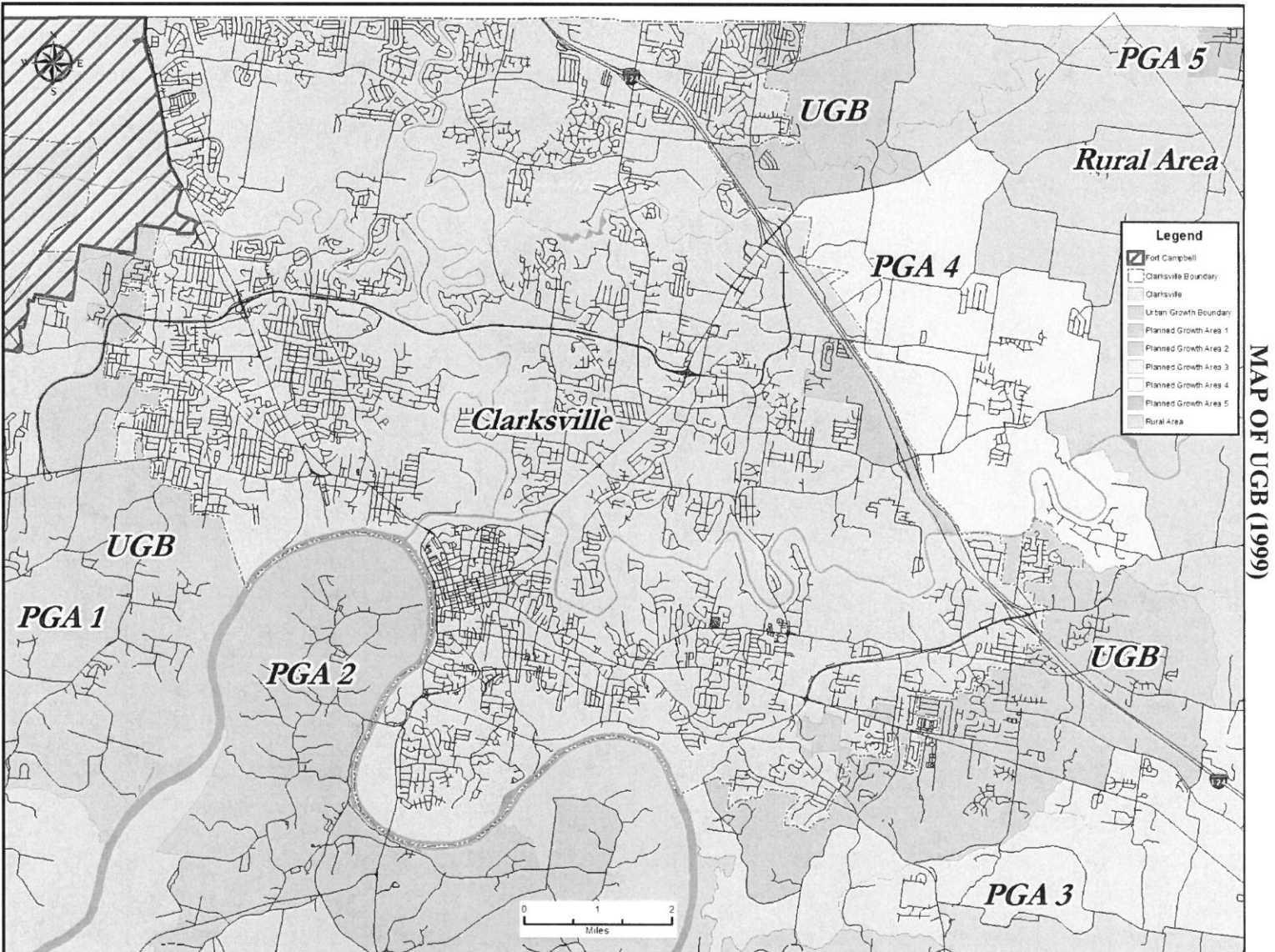
### **Listing of Primary Utility Providers in the UGB**

The City of Clarksville through its Gas, Water and Sewer Department and Clarksville Department of Electricity is presently and will be the future primary utility provider for all types of urban type services within the UGB.

See Appendix A for the legal description of the UGB (1999).

See Appendix A.1 for the legal description of the UGB (Amended 2018).





MAP OF UGB (AMENDED 2018)

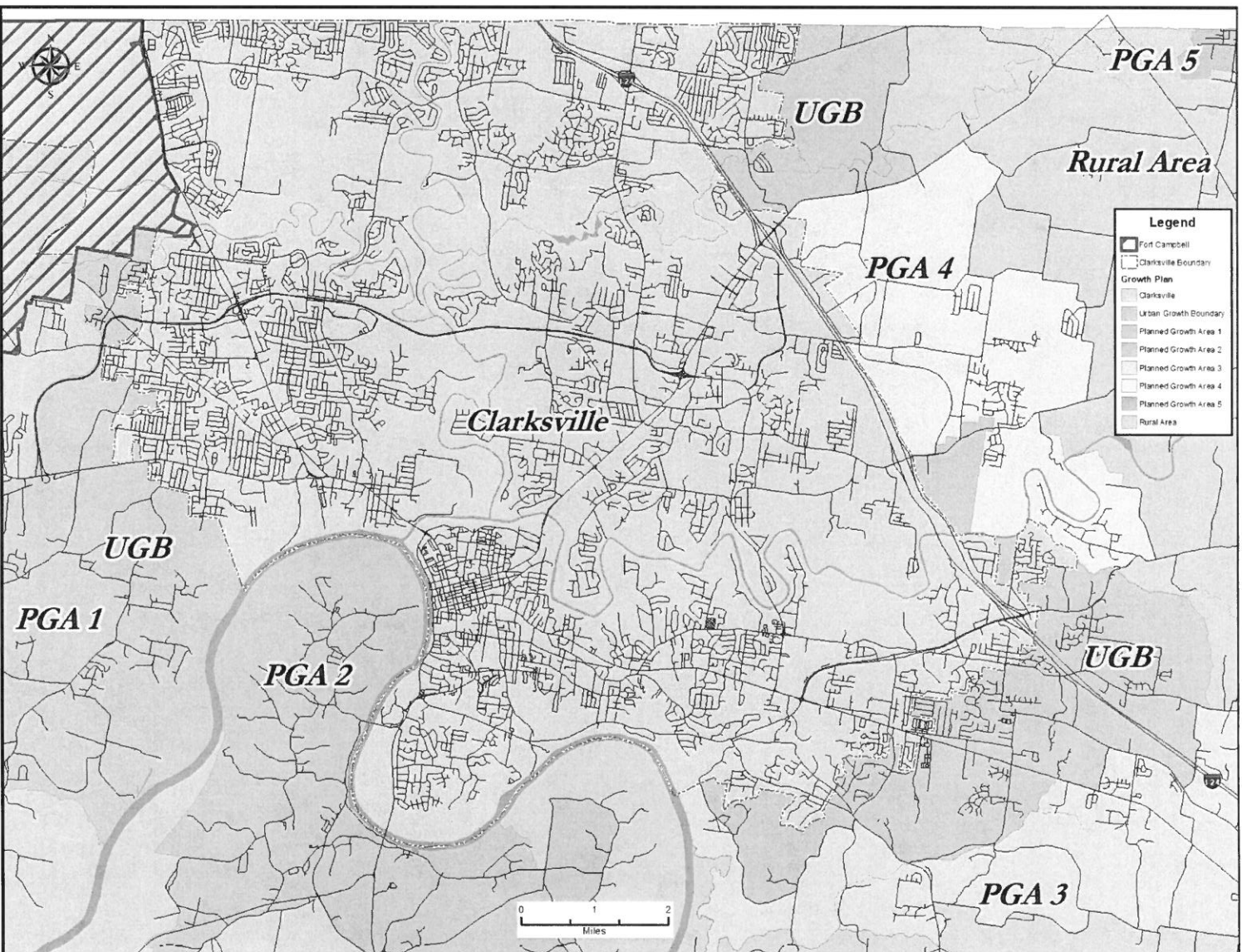


Table 11.2

**LAND USE BREAKDOWN OF UGB**

<b>LAND USE BY CATEGORY CALCULATED IN ACRES (1999)</b>	
Urban Growth Boundary (Excluding Present City Area)	
	ACRES
Residential – Improved	3,189
Residential – Vacant	5,044
Industrial – Improved	77
Industrial – Vacant	254
Commercial – Improved	47
Commercial – Vacant	446
Public/Semi-Public	461
Agricultural/Forested	17,003
<b>TOTAL AREA</b>	<b>26,521</b>

\*Data from Geographic Information System

Areas do not include water acres or road rights-of-ways

**COPY OF CITY COUNCIL RESOLUTION ADOPTING THE UGB**

RESOLUTION 19-1999-00

**A RESOLUTION ESTABLISHING AN URBAN GROWTH BOUNDARY**

*WHEREAS*, Public Chapter 1101 of 1998 requires development of a comprehensive growth policy for cities and counties in Tennessee; and

*WHEREAS*, this process requires the establishment of an Urban Growth Boundary (UGH) for the City of Clarksville which contains the corporate limits of the city and the adjoining territory where growth is expected; and

*WHEREAS*, the Clarksville-Montgomery County Economic and Community Development Advisory Committee has recommended an UGB for consideration by the City of Clarksville.

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

That the UGB as recommended by the Economic and Community Development Advisory Committee and described by the legal description attached hereto is hereby adopted.

  
Mayor

*ATTEST*

  
City Clerk

*ADOPTED:* October 7, 1999

## **CHAPTER 12: THE PLANNED GROWTH AREAS (PGA's)**

The Planned Growth Areas (PGA's) were delineated in areas of the County that have experienced low to moderate residential development or where such development is anticipated. Only PGA #4 has public sewer in place and contains the City-County Industrial Park. The next area most likely to receive access to a public sewer system is PGA #1, situated north of the Cumberland River in the Woodlawn/Dotsonville community. All other PGA's have little or no chance of gaining access to public sewer within the twenty-year planning period of this report. Due to this fact, it is the intention of this plan to maintain residential development density at low to moderate levels. Maps and detailed descriptions of the land use of each of the five delineated PGA's follow.

See Appendix B for the legal descriptions of the PGA's (1999).

See Appendix B.4 for the legal description of PGA #4, amended 2018.



### Resolution 99-11-1

The following resolution was presented to the Board: 99-11-1

#### RESOLUTION ADOPTING THE PLANNED GROWTH AND RURAL AREA BOUNDARIES IN MONTGOMERY COUNTY, TENNESSEE

WHEREAS, Public Chapter 1101 of 1998 requires development of a comprehensive growth policy for cities and counties in Tennessee; and

WHEREAS, this process requires the establishment of boundaries for Planned Growth Areas (PGA's) and Rural Areas (RA's) in Montgomery County which indicate where growth is expected outside of the Urban Growth Boundary and where the rural character of Montgomery County should be preserved; and

WHEREAS, the Clarksville-Montgomery County Economic and Community Development Advisory Committee has recommended boundaries for these PGA's and RA's for consideration by the Board of County Commissioners of Montgomery County, Tennessee.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Tennessee, meeting in regular business session on this 8<sup>th</sup> day of November, 1999, that the Planned Growth Area and Rural Area boundaries as recommended by the Clarksville-Montgomery County Economic and Community Development Advisory Committee and described by the legal description attached hereto are hereby adopted.

Duly passed and approved this 8<sup>th</sup> day of November, 1999.

Sponsor

Commissioner

Approved

County Executive

Attested

County Clerk

## **PLANNED GROWTH AREA - #1**

This area is situated in the Woodlawn/Dotsonville area in the western part of the County, due south of the Fort Campbell Military Reserve. The northern boundary of this area is its primary transportation artery, U. S. Highway 79, also known as Dover Road. The eastern boundary of this area is composed primarily of four roads, South Liberty Church Road, Dotsonville Road, Gip Manning Road and Smith Branch Road. The southern boundary is composed of the Cumberland River, Cummings Creek, Moore Hollow Road, Rawlings Road and Blooming Grove Creek. The western boundary is Lylewood Road. According to the City-County Geographic Information System, PGA #1 contains an area of 13, 644 acres or 21.32 square miles.

### **Primary Utility Providers in the Woodlawn/Dotsonville PGA**

Water:	Woodlawn Utility District
Sewer:	No public sewer
Electricity:	Cumberland Electric Membership Corporation
Gas:	No natural gas
Police:	Montgomery County Sheriff's Patrol
Fire:	Volunteer

PGA #1 MAP (1999)

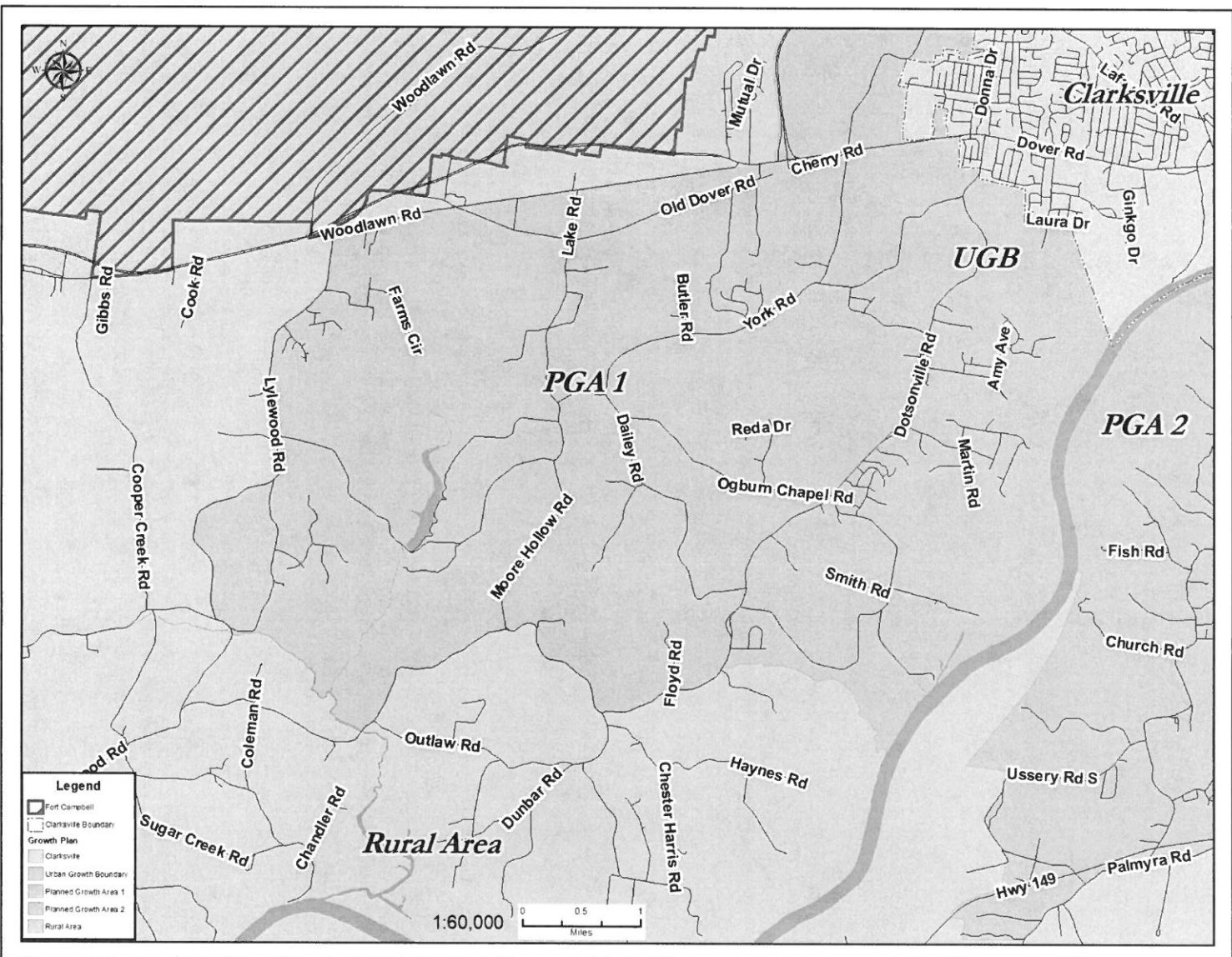


Table 12.1

<b>LAND USE BREAKDOWN TABLE – PGA #1</b>	
<b>LAND USE BY CATEGORY CALCULATED IN ACRES (1999)</b>	
Planned Growth Area 1 (Woodlawn/Dotsonville)	
	ACRES
Residential – Improved	2,026
Residential – Vacant	1,946
Industrial – Improved	0
Industrial – Vacant	0
Commercial – Improved	18
Commercial – Vacant	14
Public/Semi-Public	107
Agricultural/Forested	10,917
<b>TOTAL AREA</b>	<b>15,028</b>

\*Data from Geographic Information System

Areas do not include water acres or road rights-of-ways

## **PLANNED GROWTH AREA - #2**

Located south of the river, this PGA is dominated by the Cumberland Heights and Salem communities. Its northern and western boundaries are the Cumberland River and/or its floodplains. To the south, it is bounded by Palmyra Road, River Road, and Camp Creek. The eastern boundary is the centerlines of Seven Mile Ferry Road and Bend Road extending northward to the Cumberland River. According to the City-County Geographic Information System, PGA #2 contains an area of 15,005 acres or 23.44 square miles.

### **Primary Utility Providers in the Cumberland Heights/Salem PGA**

Water:	Cumberland Heights Utility District/Cunningham Utility District
Sewer:	No public sewer
Electricity:	Cumberland Electric Membership Corporation
Gas:	No natural gas
Police:	Montgomery County Sheriff's Patrol
Fire:	Volunteer



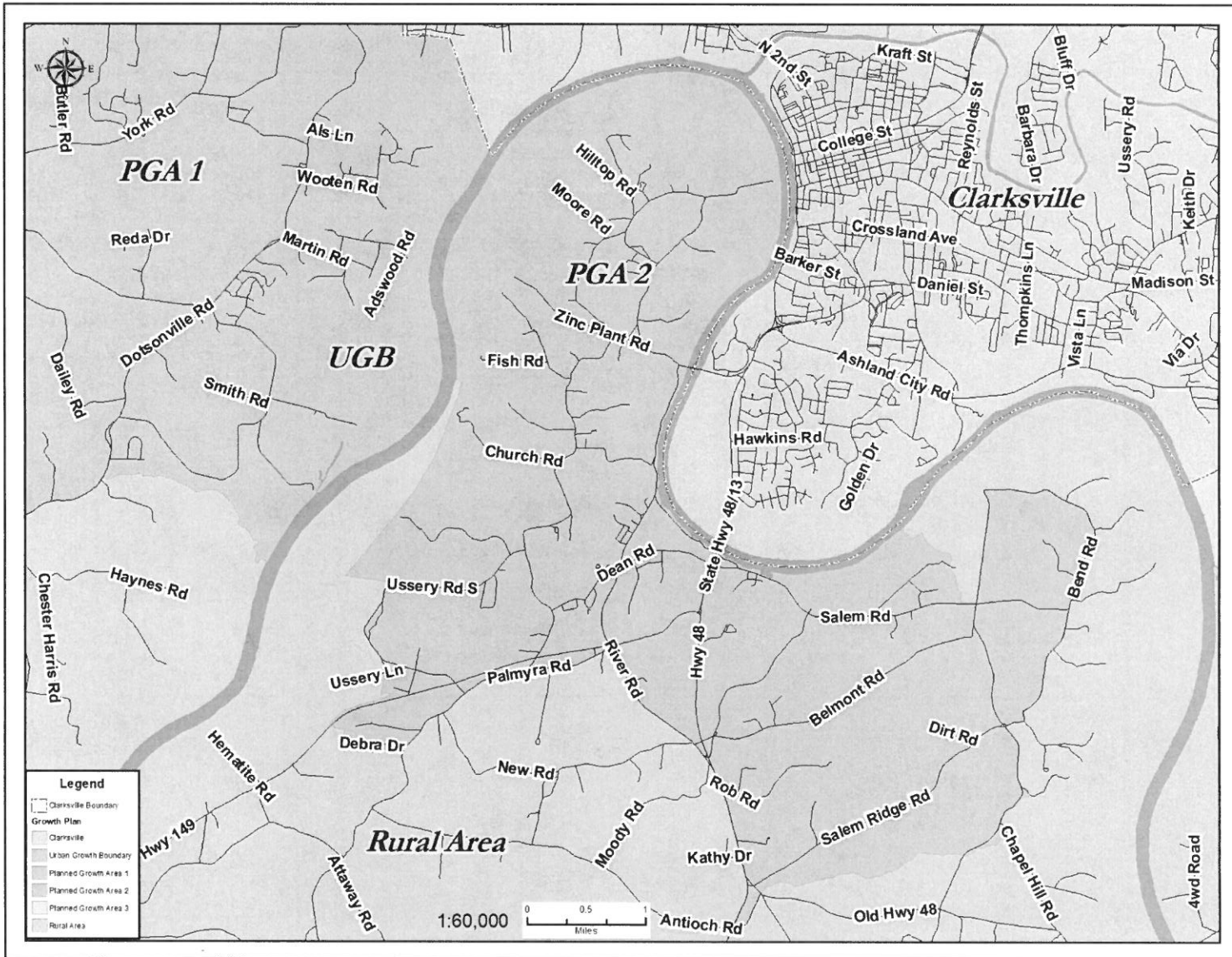


Table 12.2

<b>LAND USE BREAKDOWN TABLE – PGA #2</b>	
<b>LAND USE BY CATEGORY CALCULATED IN ACRES (1999)</b>	
Planned Growth Area 2 (Cumberland Heights/Salem)	
	ACRES
Residential – Improved	2,648
Residential – Vacant	4,461
Industrial – Improved	590
Industrial – Vacant	540
Commercial – Improved	139
Commercial – Vacant	16
Public/Semi-Public	61
Agricultural/Forested	6,370
<b>TOTAL AREA</b>	<b>15,005</b>

\*Data from Geographic Information System  
 Areas do not include water acres or road rights-of-ways

### **PLANNED GROWTH AREA - #3**

This planned growth area is situated in the southeast portion of the County near the Sango Community. It is bounded on the north by U. S. Highway 41A South, Big McAdoo Creek, Highway 12, Gholson Road, Gratton Road and to the current city limits of Clarksville. The western and southern boundaries are made up of the Cumberland River, Big McAdoo Creek, Highway 12, Pace Road extending over to Albright Road and U. S. Highway 41 A South. The eastern boundary is made up of the roads that surround Eastland Green Golf Course including a small area on the northeast side of Interstate 24. According to the City-County Geographic Information System, PGA #3 contains an area of 12,240 acres or 19.13 square miles.

#### **Primary Utility Providers in the Sango Area PGA**

Water:	City of Clarksville/ East Montgomery Utility District
Sewer:	No public sewer
Electricity:	Cumberland Electric Membership Corporation
Gas:	Limited Natural Gas – City of Clarksville
Police:	Montgomery County Sheriff's Patrol
Fire:	Volunteer

PGA #3 MAP (1999)

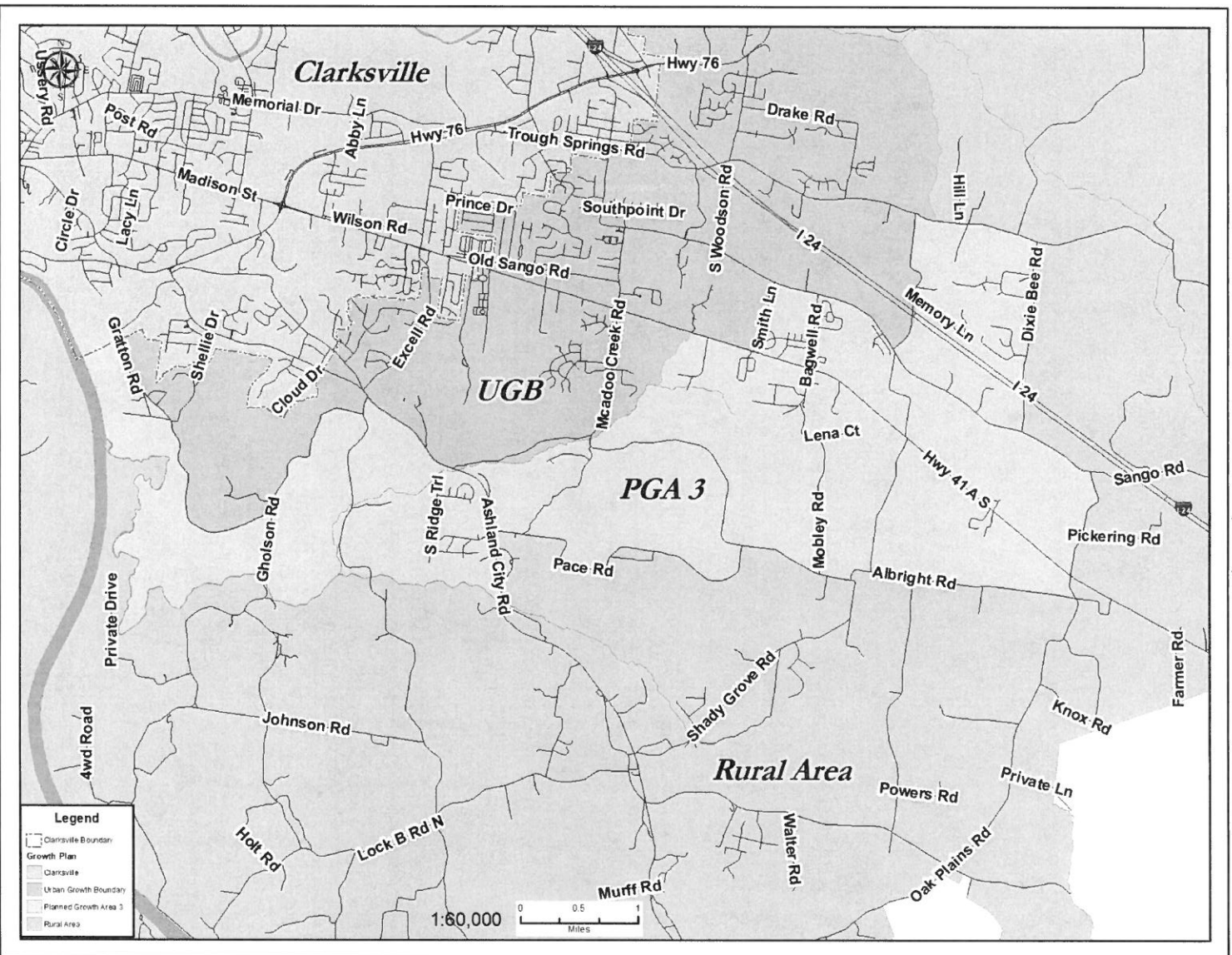


Table 12.3

**LAND USE TABLE – PGA #3**

<b>LAND USE BY CATEGORY CALCULATED IN ACRES (1999)</b>	
Planned Growth Area 3 (South Sango)	
	ACRES
Residential – Improved	1,152
Residential – Vacant	1,019
Industrial – Improved	0
Industrial – Vacant	142
Commercial – Improved	3
Commercial – Vacant	11
Public/Semi-Public	205
Agricultural/Forested	9,708
<b>TOTAL AREA</b>	<b>12,240</b>

\*Data from Geographic Information System

Areas do not include water acres or road rights-of-ways



## **PLANNED GROWTH AREA - #4**

This planned growth area is dominated by the Clarksville-Montgomery County Industrial Park. The park is a major producer of local jobs and receives all City utilities as well as the independent utilities that serve the unincorporated areas in the eastern portion of the County. This is the only planned growth area that has access to public sewer in sufficient quantity to sustain moderate levels of density of development. It was not included inside the Urban Growth Boundary because of the unlikely scenario of it being annexed into the City during the twenty-year planning period.

The boundaries of this planned growth area are generally described as Interstate 24 on the west, Red River and Passenger Creek on the south, on the east by Gunn Road, Kirkwood Road, Dunlop Lane and Hampton Station Road and on the north by U.S. Highway 79. According to the City-County Geographic Information System, PGA #4 contains an area of 10,496 acres or 16.40 square miles (1999).

According to the City-County Geographic Information System, PGA #4 contains an area of 7,712 acres or 12.1 square miles (2018).

### **Primary Utility Providers in the Hampton Station PGA**

Water:	City of Clarksville/East Montgomery Utility District
Sewer:	City of Clarksville, in areas
Electricity:	Cumberland Electric Member Corporation
Gas:	Limited Natural Gas - City of Clarksville
Police:	Montgomery County Sheriff's Patrol
Fire:	City of Clarksville and Volunteer

PGA #4 MAP (1999)



# PGA #4 MAP (Amended 2018)



Table 12.4

<b>LAND USE TABLE – PGA #4</b>		
<b>LAND USE BY CATEGORY CALCULATED IN ACRES</b>		
Planned Growth Area 4 (Industrial Park Area)		
	ACRES	ACRES
	(1999)	(2012)
Residential – Improved	528	638
Residential – Vacant	213	208
Industrial – Improved	6	7
Industrial – Vacant	131	193
Commercial – Improved	6	7
Commercial – Vacant	131	193
Public/Semi-Public	64	111
Agricultural/Forested	8,062	7,506**
<b>TOTAL AREA</b>	<b>10,496</b>	<b>10,496</b>

\*Data from Geographic Information System  
 Areas do not include water acres or road rights-of-ways

## **PLANNED GROWTH AREA - #5**

This planned growth area is unique in the fact that it is a suburb of a Kentucky town. It shares many of the utility providers of the City of Guthrie. This area is identified in the growth plan because it has some of the highest residential densities in all of Montgomery County.

A general description of the boundaries of this PGA would start on the north with the Kentucky-Tennessee state line. The western, southern and eastern boundaries roughly follow the present urban land use patterns of South Guthrie. Please see the attached map for more specific locations of the boundaries. According to the City-County Geographic Information System, PGA #5 contains an area of 1,306 acres or 2.04 square miles.

### **Primary Utility Providers in the South Guthrie PGA**

Water:	City of Guthrie
Sewer:	No public sewer
Electricity:	Pennyrile Rural Electric Cooperative/ Cumberland Electric Membership Corporative
Gas:	No natural gas
Police:	Montgomery County Sheriff's Patrol
Fire:	Volunteer

# PGA #5 MAP (1999)





Table 12.5

<b>LAND USE TABLE – PGA #5</b>	
<b>AND USE BY CATEGORY CALCULATED IN ACRES (1999)</b>	
Planned Growth Area 5 (South Guthrie)	
	ACRES
Residential – Improved	72
Residential – Vacant	110
Industrial – Improved	0
Industrial – Vacant	1
Commercial – Improved	15
Commercial – Vacant	49
Public/Semi-Public	10
Agricultural/Forested	1,049
<b>TOTAL AREA</b>	<b>1,306</b>

\*Data from Geographic Information System  
 Areas do not include water acres or road rights-of-ways

## **Rezoning Request Procedures For The PGA's**

The PGA's are rated to have the capacity to handle low to moderate densities of development. Applications for rezonings will be accepted for the six zone districts listed below and those involving commercial and industrial classifications. This is not to imply that all requests will be looked upon favorably by the staff or the Commission. All requests must undergo the review process which will include the analysis of physical characteristics of the site, as well as the compatibility of the proposed use with the existing land, uses in the area. The table below lists the zone districts and a brief description of each.

Table 12.6

Allowable Zoning Districts for PGA (1999)	
<b>Zone District</b>	<b>Land Use Type</b>
AG	Agricultural/Residential
E-1	Residential – Single Family (Conventional Built)
EM-1	Residential – Single Family / Mobile Home
EM-1A	Residential – Single Family / Mobile Home
E-1A	Residential – Single Family (Conventional Built)
R-1	Residential – Single Family (Conventional Built)

Table 12.7

Allowable Zoning Districts for PGA's (2012 and 2018)		
<b>Zone District</b>	<b>PGA 4 Land Use Type</b>	<b>All Other PGA Land Use Type</b>
AG	Agricultural/Residential	Agricultural/Residential
E-1	Residential – Single Family (Conventional Built)	Residential – Single Family (Conventional Built)
EM-1	Residential – Single Family / Mobile Home	Residential – Single Family / Mobile Home
EM-1A	Residential – Single Family / Mobile Home	Residential – Single Family / Mobile Home
E-1A	Residential – Single Family / Conventional Built	Residential – Single Family (Conventional Built)
R-1	Residential – Single Family / Conventional Built	Residential – Single Family (Conventional Built)
R-1A	Residential – Single Family / Conventional Built	
R-2D	Residential – Multi Family/Conventional Built	
R-3	Residential – Multi Family/Conventional Built	
R-4	Residential – Multi Family/Conventional Built	
O-1	Residential – Single Family / Conventional Built	

## **CHAPTER 13: THE RURAL AREA**

The Rural Area of Montgomery County is by far the largest area delineated in this plan. According to the City-County Geographic Information System, the Rural Area (RA) contains an area of 166,812 acres or 260.64 square miles. Portions of the Rural Area are unusual in that they border the existing city limits of Clarksville. With this proximity to the City comes the potential for the extension of a full complement of urban services and utilities. It was deemed important by the Coordinating Committee to maintain a lower level of residential development in the areas surrounding Fort Campbell because of problems with noise and light pollution. Residential development is adversely affected by noises generated by the military post and the post is adversely affected by the bright lights associated with development which could interfere with night flight training exercises. Reference should be made to the Joint Land Use Study, 1996. The preservation of the training missions of the Fort's military units is a high priority with the local governments. There are several reasons for this support, not the least of which is the Fort's positive economic influence on the local economy. Military personnel, active and retired, and the civilian workforce of the base have a major impact on growth, both in the urban and rural areas of this County.

See Page 37 for a copy of the County Commission's resolution adopting the Rural Area boundaries and see Appendix C for a copy of the legal description of the Rural Area boundaries.

The Rural Area is generally described as encircling the urban and urbanizing areas beginning in the west at the Fort Campbell boundary, then south to the Houston and Dickson County lines, and continuing east to the Cheatham and Robertson County lines. The Kentucky-Tennessee state line is the northern boundary of the RA in the eastern portion of the County.

### **Utility Providers in the Rural Area of Montgomery County**

Water:	Woodlawn, Cunningham, East Montgomery Utility Districts City of Clarksville
Sewer:	No public sewer
Electricity:	Cumberland Electric Member Corporation
Gas:	Propane Only
Police:	Montgomery County Sheriff's Patrol
Fire:	Various Volunteer Units

**Legend**

- Fort Campbell
- Clarksville Boundary
- Growth Plan
  - Clarksville
  - Urban Growth Boundary
  - Planned Growth Area 1
  - Planned Growth Area 2
  - Planned Growth Area 3
  - Planned Growth Area 4
  - Planned Growth Area 5
  - Rural Area

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Table 13.1

<b>LAND USE TABLE – RURAL AREA</b>	
<b>LAND USE BY CATEGORY CALCULATED IN ACRES (1999)</b>	
Rural Area (Fringe Area of County)	
	ACRES
Residential – Improved	12,309
Residential – Vacant	6,634
Industrial – Improved	369
Industrial – Vacant	1
Commercial – Improved	64
Commercial – Vacant	29
Public/Semi-Public	1,643
Agricultural/Forested	145,764
<b>TOTAL AREA</b>	<b>166,812</b>

\*Data from Geographic Information System  
 Areas do not include water acres or road rights-of-ways

### **Rezoning Request Procedures For The Rural Area**

The RA's have the capacity to handle low densities of development. Applications for rezonings will be accepted for the three zone districts listed below as well as those involving commercial and industrial classifications. This is not to imply that all requests will be looked upon favorably by the staff or the Commission. All requests must undergo the review process which will include the analysis of physical characteristics of the site as well as the compatibility of the proposed use with the existing land uses in the area. The table below lists the zone districts and a brief description of each.

Table 13.2

**Allowable Zoning Chart**

<b>Zone District</b>	<b>Land Use Type</b>
AG	Agricultural/Residential
E-1	Residential – Single Family (Conventional Built)
EM-1	Residential – Single Family / Mobile Home



## **CHAPTER 14: DETERMINATION OF LOCATION IN GROWTH PLAN AREAS**

### **Procedure**

When a landowner and/or their agent seeks to have a tract (to include the terms site and parcel) rezoned it will first be necessary to determine where the tract lies in regard to the current UGB, PGA's and RA boundaries. This is because a tract's location within the County determines the residential zones available for a rezoning request.

The staff of the Regional Planning Commission shall be charged with maintaining the official growth plan map that shall depict, at least, the following:

1. The County Boundary Lines
2. The Current City Limits
3. The Urban Growth Boundary (UGB)
4. All Planned Growth Areas (PGA's)
5. All Rural Areas (RA's)

The map shall be of a scale that a person with a reasonable degree of familiarity with Montgomery County could locate and identify all tracts. The basis of the information in regard to tract location shall originate with the Assessor of Property's records as updated as part of the normal recording and posting operations of that office. The staff of the Regional Planning Commission shall use all sources of information that it believes to be applicable to assist in the identification of the parcel boundaries including, but not limited to:

1. Data/Maps from the City-County Geographic Information System
2. Paper and/or digitized copies of the Assessor of Property's Maps
3. Deeds and other legal documents, as found to be applicable
4. The legal descriptions of the growth plan areas as adopted by the County Commission and the City Council

### **Tracts Located in Multiple Growth Plan Areas**

In the delineation of the original boundaries of the growth plan areas, the Coordinating Committee took extensive efforts to use definitive geographic features in their descriptions. This was done in order to avoid potential problems in determining a parcel's location in regard to its applicable growth plan area. However, given the fact that Montgomery County contains 50,000+ identified parcels, it is possible that some parcels located on or near a boundary line of a growth plan area may need interpretation as to their exact location. There is a special situation in the defining of Planned Growth Area #5 in that it is nearly exclusively defined by private property boundary lines. This was due to its current development pattern as a suburb of the City of Guthrie.

The first determination of a tract's location in regard to its applicable growth plan area shall be made by the staff of the Regional Planning Commission. If the owner and/or the agent making the rezoning request disagree with the findings of the staff, he or she may present evidence and request an appeal of the staff's findings before the Regional Planning Commission.

### **Policy Regarding Tracts that Span or Split Two Different Growth Plan Areas**

In the instance where a tract is identified as being located within two different growth plan areas the following policy statements shall govern what rezoning request can be accepted for consideration in regard to the tract.

#### **Lots of Record Containing 5 Acres or Less in Area**

In situations where a tract is divided by the boundary of a growth plan area, and the tract has an area of 5 acres or less, and furthermore, was a lot of record as of the date of adoption of the growth plan, the following rezoning application process shall be followed. The owner and/or their agent may apply for either of the growth plan area provisions that come into effect in the rezoning matter. The restrictive ratings of the growth plan area are as listed, the Rural Area being considered more restrictive than the Planned Growth Area, and the Planned Growth Area being considered more restrictive than the Urban Growth Boundary area.

#### **Lots of Record Containing More Than 5 Acres in Area**

In situations where a tract is divided by the boundary of a growth plan area, and the tract has an area of more than 5 acres, and furthermore, was a lot of record as of the date of adoption of the growth plan, the following rezoning application process shall be followed. The rezoning request application shall be governed by the applicable growth plan area provisions where each of the tract's segments lies.

## CHAPTER 15: Appendix A

Legal description for the City of Clarksville

Urban Growth Boundary September 28, 1999

It is the intention of this description to include within the Urban Growth Boundary (UGB) the most encompassing boundary line of the right-of-way of the referenced roadways. When waterways are used as boundaries, the UGB is intended to run along their centerlines.

Point of beginning: Northernmost point of the northwest City limits and the Tennessee-Kentucky state line within the Fort Campbell Military Post.

Thence southward and eastward following the existing city limits line to a point at its intersection with the southeastern boundary of the Fort Campbell Military Post;

Thence southward with the boundary of the Fort Campbell Military Post to its intersection with Garrettsburg Road;

Thence crossing Garrettsburg Road to its southern right-of-way line and thence south and east to the northeast property corner of the property currently identified on Montgomery County Tax Map as Map 29 and Parcel 64; thence, westward with the northern boundary of said property to its northwest corner and thence southward with its western boundary to its southwest corner and thence eastward with its southern boundary to the western right-of-way of State Route 374;

Thence southward along the western right-of-way of State Route 374 to the northern right-of-way of Highway 79, also known as Dover Road;

Thence southward crossing Highway 79 to the southern right-of-way of Highway 79 and the western right-of-way of State Route 374;

Thence generally eastward along the southern boundary of the State Route 374 right-of-way to its intersection with the southern boundary of the right-of-way of Highway 79;

Thence eastward along the southern boundary of the Highway 79 right-of-way to its intersection with the western boundary of the Liberty Church Road right-of-way;

Thence southward along the western boundary of the Liberty Church Road right-of-way to the northern boundary of the York Road right-of-way; thence crossing York Road to the

southern right-of-way of York Road and thence eastward to its intersection with the western boundary of the right-of-way of Tommy Oliver Road;

Thence south and east with the western and southern boundary of the right-of-way of Tommy Oliver Road to its intersection with the western boundary of the Dotsonville Road right-of-way; thence, south and west to a point across from Gip Manning Road southern right-of-way boundary;

Thence, in a southeasterly direction crossing Dotsonville Road to the boundary of the southern right-of-way of Gip Manning Road;

Thence eastward and southward with the southern boundary of Gip Manning Road right-of-way to a point across from the western boundary of the Smith Branch Road right-of-way;

Thence southward and eastward with the southern right-of-way of Smith Branch Road to its intersection with the northwest corner of the property currently identified on the Montgomery County Tax Map as Map 12, Parcel 11;

Thence southward and eastward with the above mentioned parcel's southwest property line to its point of intersection with the western boundary of the Cumberland River; thence, in the same plane as the above mentioned parcel's southwest property line to a point recognized as being in the centerline of the Cumberland River; and, thence proceeding with the meanders of the Cumberland River to the city limits of Clarksville to the south of Wall Branch;

Thence following the current City Limits to its intersection with the eastern boundary of the right-of-way of Grafton Road and then proceeding southward with the western and southern boundary of its right-of-way to its intersection with the western boundary of Gholson Road;

Thence the crossing Gholson Road right-of-way to a point in the eastern boundary of the Gholson Road right-of-way, thence northward and eastward along the right-of-way boundary of Gholson Road to its intersection with the western boundary of the right-of-way of Hickory Point Road;

Thence crossing Hickory Point Road to the eastern boundary of its right-of-way and thence northward to its intersection with the southern right-of-way boundary of State Highway 12;

Thence southward and eastward along the southern boundary of State Highway 12 right-of-way to its intersection with a point recognized as the centerline of Big McAdoo Creek;

Thence following the centerline of Big McAdoo Creek along its meanders in a northward and easterly direction to its intersection with the southern right-of-way boundary of U.S. Highway 41-A South;

Thence southward and eastward along the southern right-of-way of U.S. Highway 41-A South to a point located across from the eastern boundary of the right-of-way of Smith Lane; thence, crossing Highway 41-A South in a northerly direction to the intersection of the northern boundary of Highway 41-A South and the eastern boundary of the Smith Lane right-of-way;

Thence northward along the eastern boundary of the right-of-way of Smith Lane to its intersection with the southern right-of-way boundary of Sango Road;

Thence eastward and southward with the southern right-of-way boundary of Sango Road to a point across from the eastern boundary of the right-of-way of Durham Road; thence crossing Sango Road in a northerly direction to the intersection of the eastern boundary of Durham right-of-way;

Thence northward with the eastern boundary of the right-of-way of Durham Road to its intersection with the southern boundary of the right-of-way of Trough Springs Road;

Thence eastward with the southern boundary of the right-of-way of Trough Springs Road to its intersection with a point recognized as being in the centerline of Coon Creek;

Thence northward and westward with the meanders of Coon Creek to its intersection with a point recognized as being in the centerline of Passenger Creek;

Thence northward and westward with the meanders of Passenger Creek to the intersection at a point recognized as being in the centerline of Red River;

Thence southward and westward with the centerline of the meanders of the Red River to its intersection with the eastern boundary of the right-of-way of Interstate 24;

Thence northward and westward with the eastern boundary of the right-of-way of Interstate 24 to its intersection with the existing City Limits in the northern boundary of the right-of-way of Dunlop Lane;

Thence nearly eastward with the City Limits to a point near International Boulevard, formerly known as Arcata Boulevard, and thence northward and westward with the existing City Limits to the eastern and southern boundaries of the right-of-way of Highway 79, also known as Guthrie Highway;

Thence leaving the City Limits turning northward and eastward with the eastern and southern boundary of the Highway 79 right-of-way to a point across from the eastern boundary of the right-of-way of Jim Johnson Road; thence crossing Highway 79 in a northerly direction to the eastern right-of-way of Jim Johnson Road;

Thence generally northward with the eastern boundary of the right-of-way of Jim Johnson Road to the southern boundary of the right-of-way of Tylertown Road; thence eastward and northward with the southern boundary of the Tylertown Road right-of-way to the

County and State dividing line, the boundary between Montgomery and Christian Counties and Tennessee and Kentucky;

Thence westward along the County and State dividing boundary line, joining with the existing northern City Limits at its northeasternmost point; and thence, running with same to the northwest corner of the existing City Limits located within the Fort Campbell Military Post, also described as the point of beginning of the City of Clarksville Urban Growth Boundary.

## **APPENDIX A.1 (amended 2018)**

Legal description for the City of Clarksville

Urban Growth Boundary September 2018

It is the intention of this description to include within the Urban Growth Boundary (UGB) the most encompassing boundary line of the right-of-way of the referenced roadways. When waterways are used as boundaries, the UGB is intended to run along their centerlines.

Point of beginning: Northernmost point of the northwest City limits and the Tennessee-Kentucky state line within the Fort Campbell Military Post.

Thence southward and eastward following the existing city limits line to a point at its intersection with the southeastern boundary of the Fort Campbell Military Post;

Thence southward with the boundary of the Fort Campbell Military Post to its intersection with Garrettsburg Road;

Thence crossing Garrettsburg Road to its southern right-of-way line and thence south and east to the northeast property corner of the property currently identified on Montgomery County Tax Map as Map 29 and Parcel 64; thence, westward with the northern boundary of said property to its northwest corner and thence southward with its western boundary to its southwest corner and thence eastward with its southern boundary to the western right-of-way of State Route 374;

Thence southward along the western right-of-way of State Route 374 to the northern right-of-way of Highway 79, also known as Dover Road;

Thence southward crossing Highway 79 to the southern right-of-way of Highway 79 and the western right-of-way of State Route 374;



Thence generally eastward along the southern boundary of the State Route 374 right-of-way to its intersection with the southern boundary of the right-of-way of Highway 79;

Thence eastward along the southern boundary of the Highway 79 right-of-way to its intersection with the western boundary of the Liberty Church Road right-of-way;

Thence southward along the western boundary of the Liberty Church Road right-of-way to the northern boundary of the York Road right-of-way; thence crossing York Road to the southern right-of-way of York Road and thence eastward to its intersection with the western boundary of the right-of-way of Tommy Oliver Road;

Thence south and east with the western and southern boundary of the right-of-way of Tommy Oliver Road to its intersection with the western boundary of the Dotsonville Road right-of-way; thence, south and west to a point across from Gip Manning Road southern right-of-way boundary;

Thence, in a southeasterly direction crossing Dotsonville Road to the boundary of the southern right-of-way of Gip Manning Road;

Thence eastward and southward with the southern boundary of Gip Manning Road right-of-way to a point across from the western boundary of the Smith Branch Road right-of-way;

Thence southward and eastward with the southern right-of-way of Smith Branch Road to its intersection with the northwest corner of the property currently identified on the Montgomery County Tax Map as Map 12, Parcel 11;

Thence southward and eastward with the above mentioned parcel's southwest property line to its point of intersection with the western boundary of the Cumberland River; thence, in the same plane as the above mentioned parcel's southwest property line to a point recognized as being in the centerline of the Cumberland River; and, thence proceeding with the meanders of the Cumberland River to the city limits of Clarksville to the south of Wall Branch;

Thence following the current City Limits to its intersection with the eastern boundary of the right-of-way of Grafton Road and then proceeding southward with the western and southern boundary of its right-of-way to its intersection with the western boundary of Gholson Road;

Thence the crossing Gholson Road right-of-way to a point in the eastern boundary of the Gholson Road right-of-way, thence northward and eastward along the right-of-way boundary of Gholson Road to its intersection with the western boundary of the right-of-way of Hickory Point Road;

Thence crossing Hickory Point Road to the eastern boundary of its right-of-way and thence northward to its intersection with the southern right-of-way boundary of State Highway 12;

Thence southward and eastward along the southern boundary of State Highway 12 right-of-way to its intersection with a point recognized as the centerline of Big McAdoo Creek;

Thence following the centerline of Big McAdoo Creek along its meanders in a northward and easterly direction to its intersection with the southern right-of-way boundary of U.S. Highway 41-A South;

Thence southward and eastward along the southern right-of-way of U.S. Highway 41-A South to a point located across from the eastern boundary of the right-of-way of Smith Lane; thence, crossing Highway 41-A South in a northerly direction to the intersection of the northern boundary of Highway 41-A South and the eastern boundary of the Smith Lane right-of-way;

Thence northward along the eastern boundary of the right-of-way of Smith Lane to its intersection with the southern right-of-way boundary of Sango Road;

Thence eastward and southward with the southern right-of-way boundary of Sango Road to a point across from the eastern boundary of the right-of-way of Durham Road; thence crossing Sango Road in a northerly direction to the intersection of the eastern boundary of Durham right-of-way;

Thence northward with the eastern boundary of the right-of-way of Durham Road to its intersection with the southern boundary of the right-of-way of Trough Springs Road;

Thence eastward with the southern boundary of the right-of-way of Trough Springs Road to its intersection with a point recognized as being in the centerline of Coon Creek;

Thence northward and westward with the meanders of Coon Creek to its intersection with a point recognized as being in the centerline of Passenger Creek;

Thence northward and westward with the meanders of Passenger Creek to the intersection at a point recognized as being in the centerline of Red River;

Thence with the centerline of the meanders of the Red River in a generally westerly direction 1,840+/- feet to a point, said point also being 1018 +/- feet east of the Interstate 24 right-of-way;

Thence leaving the centerline of the Red River in a northerly direction, with the west line of Stone's Manor Subdivision, 7,486+/- feet to a point, said point being the southwest corner Tax Map 039, Parcel 023.01;

Thence with the south and east line of Tax Map 039, Parcel 023.01 in an easterly and northerly direction, 781+/- feet to a point in the south right-of-way of Rossview Road;

Thence crossing Rossview Road in a northerly direction, 50+/- feet to the north right-of-way of Rossview Road, said point also being the southeast corner of Tax Map 039, Parcel 025.03;

Thence leaving Rossview Road with the east, north and west property line of Tax Map 039, Parcel 025.03 in a northerly, westerly and southerly direction, 2,267+/- feet to a point being the northeast corner of Tax Map 039, Parcel 025.01;

Thence with the north line of Tax Map 039, Parcel 25.01 in a westerly direction, 1,268+/- feet to a point in the east right-of-way of Rollow Lane;

Thence with the eastern right-of-way of Rollow Lane in a southerly direction, 1,162+/- feet to a point being the northeast intersection of Rollow Lane and Rossview Road;

Thence crossing Rollow Lane and a westerly direction, 50+/- feet to a point in the western right-of-way of Rollow Lane, said point also being the northeast corner of Tax Map 058, Parcel 003.02;

Thence leaving the west right-of-way of Rollow Lane with the north lines of Tax Map 058, Parcel 003.02 and Tax Map 057, Parcel 017.02 in a westerly direction, 968+/- feet, said point being in the north property line of Tax Map 057, Parcel 17.02;

Thence in a southerly direction, along the west property line of Tax Map 057, Parcel 17.02, 603+/- feet to a point being the northeast corner of Tax Map 057, Parcel 017.06;

Thence with the north line of Tax Map 057, Parcel 017.06, in a westerly direction, 719+/- feet to a point in the east right-of-way of International Boulevard;

Thence with the eastern right-of-way of International Boulevard in a southerly direction, 637+/- feet to a point being the northeast corner of the Rossview Road and International Boulevard intersection;

Thence crossing International Boulevard in a westerly direction, 150+/- feet to a point being the northwest corner of International Boulevard and Rossview Road intersection;

Thence with the northern right-of-way of Rossview Road in a generally westerly direction, 1,668 +/- feet to a point being the northeast corner of the Interstate 24 and Rossview Road intersection;

Thence northward and westward with the eastern boundary of the right-of-way of Interstate 24 to its intersection with the existing City Limits in the northern boundary of the right-of-way of Dunlop Lane;

Thence nearly eastward with the City Limits to a point near International Boulevard, formerly known as Arcata Boulevard, and thence northward and westward with the existing City Limits to the eastern and southern boundaries of the right-of-way of Highway 79, also known as Guthrie Highway;

Thence leaving the City Limits turning northward and eastward with the eastern and southern boundary of the Highway 79 right-of-way to a point across from the eastern boundary of the right-of-way of Jim Johnson Road; thence crossing Highway 79 in a northerly direction to the eastern right-of-way of Jim Johnson Road;

Thence generally northward with the eastern boundary of the right-of-way of Jim Johnson Road to the southern boundary of the right-of-way of Tylertown Road; thence eastward and northward with the southern boundary of the Tylertown Road right-of-way to the County and State dividing line, the boundary between Montgomery and Christian Counties and Tennessee and Kentucky;

Thence westward along the County and State dividing boundary line, joining with the existing northern City Limits at its northeasternmost point; and thence, running with same to the northwest corner of the existing City Limits located within the Fort Campbell Military Post, also described as the point of beginning of the City of Clarksville Urban Growth Boundary.

## **CHAPTER 16: Appendix B**

Legal descriptions of the Planned Growth Areas of Montgomery County, TN

Resolution 99-11-1

Adopted November 8, 1999

It is the intention of these descriptions to include to the furthestmost extent possible, all the roads and their right of ways mentioned as being part of any Planned Growth Areas. All waterways, to include creeks, rivers and/or streams, are intended to be described as having the boundaries run along their centerlines.

### **Boundary Description of Planned Growth Area #1**

This Planned Growth Area abuts the City of Clarksville's Urban Growth Boundary (UGB). This description is intended to parallel the UGB's description along its eastern boundary. The UGB's description includes the not only the roads mentioned but also all of the areas of their right of ways. Thus, their right of way areas are particularly excluded from the Planned Growth Area describes as #1.

Beginning at the point of the intersection of the west right of way of South Liberty Church Road and the south right of way of Dover Road, also known as Highway 79, running thence west to the newly acquired right of way of State Route 374 and proceeding in a southerly and westerly direction running around the southern boundary of the newly acquired right of way returning in a northerly direction to the south right of way the Dover Road, also known as Highway 79.

Thence running in a westerly direction with the south right of way of Dover Road to its intersection with the west right of way of Lylewood Road.

Thence running with the western right of way of Lylewood Road in a southerly direction to its intersection with Blooming Grove Creek, thence in an easterly direction with the centerline of the Blooming Grove Creek to its intersection with the eastern right of way of Rawlings Road.

Thence running with the eastern right of way Rawlings Road in a northerly and easterly direction to the intersection of the southern right of way of Moore Hollow Road, thence running with the southern right of way of Moore Hollow Road to a point across from the intersection of Dotsonville Road, thence crossing Moore Hollow Road to the intersection of the south and east right of way of Dotsonville Road.

Thence running with the south and east right of way of Dotsonville Road in a northeasterly direction to its intersection with the centerline of Cummings Creek.

Thence continuing along the centerline of Cummings Creek in a southeasterly direction to the centerline of the Cumberland River.

Thence continuing along the centerline of the Cumberland River in a northeasterly direction to a point situated immediately adjacent to the southern right of way of Smith Branch Road as if extended into the flowage way of the Cumberland River.

Thence northwest along the southern right of way of Smith Branch Road to a point in the eastern right-of-way of Gip Manning Road. Thence crossing Gip Manning Road in a northerly direction to the western right of way of Gip Manning Road.

Thence north and west along the western right of way of Gip Manning Road, passing Bud Road, to a point across from the intersection of the eastern right of way of Dotsonville Road. Thence crossing the Dotsonville Road in a northwesterly direction to the western right of way of Dotsonville Road.

Thence northeasterly along the western right of way of Dotsonville Road, passing Acree Place, and continuing to its intersection with the southern right of way of Will Oliver Road.

Thence running northwesterly with the southern right of way of Will Oliver Road to a point being the intersection with the south margin of York Road.

Thence with the south margin of York Road in a westerly direction to a point being directly across York Road from the intersection of the western margin of South Liberty Church Road; thence crossing York Road in a northerly direction to the intersection of the western margin of South Liberty Church Road.

Thence in a northerly direction with western right of way of South Liberty Church Road to the southern right of way of Dover Road, also known as Highway 79, to the point of beginning.



## **Boundary Description of Planned Growth Area #2**

Beginning at the intersection of the center lines of Rocky Ford Creek and the Cumberland River.

Thence, running in a southeasterly direction with the centerline of Rocky Ford Creek to its intersection with the northern right of way of Salem Road. Thence running in an easterly direction with the northern right of way of Salem Road to its intersection with the western right of way of Seven Mile Ferry Road.

Thence running in a northerly direction with the western right of way of Seven Mile Ferry Road to its intersection with the northern and eastern right of way of Bend Road.

Thence running east and south with the northern and then eastern right of way of Bend Road, passing the intersections and/or points of contact with Norman Lane, Melon Road, West Road, Neblett Road, Salem Road, Tanglewood Road and Lonnie Bumpus Road to the point of intersection of the eastern right of way of Seven Mile Ferry Road.

Thence running in a southerly direction with the eastern right of way of Seven Mile Ferry Road, passing the intersection of East Road, and continuing in the same general direction to a point recognized as the centerline of Camp Creek.

Thence continuing in a westerly direction with the centerline of Camp Creek to its intersection with the eastern right of way of Martha's Chapel Road.

Thence in a southeasterly direction with the eastern right of way of Martha's Chapel Road to a point being the intersection of the eastern right of way of Oak Hill Road, if the eastern right of way of Oak Hill Road, if the eastern right of way of Oak Hill Road were extended across Martha's Chapel Road.

Thence crossing Martha's Chapel Road to the intersection of the eastern right of way of Oak Hill Road. Thence in a southerly direction along the eastern right of way of Oak Hill Road to a point being the intersection of the western right of way of Highway 13 & 48, if the eastern right of way of Oak Hill Road were extended across Highway 13 & 48.

Thence with the western right of way of Highway 13 & 48 in a northerly direction to its intersection with the southwestern right of way of River Road.

Thence in a northwesterly direction with the southwestern right of way of River Road to its intersection with the southern right of way of Palmyra Road. Thence in a westerly direction with the southern right of way of Palmyra Road to its intersection with the southern right

of way of Debra Drive, if the southern right of way of Debra Drive were extended across Palmyra Road. Thence crossing Palmyra Road in a westerly direction to the southern right of way of Debra Drive.

Thence in a westerly direction with the southern right of way of Debra Drive to a point being the intersection of the south line of the Robert Koch property as shown on Montgomery County Tax Map 100, parcel 132.02. Thence in a westerly direction with the south lines of the Robert Koch and the Joseph Gannon (Tax Map 99, parcel 13.01) properties to Gannon's southwest corner, said point also being in the east line of the Charles Warren, Jr. property as shown on Tax Map 99, parcel 13.02.

Thence in a northerly and westerly direction along the eastern and northern boundaries of the Charles Warren, Jr. property to a point in the eastern right of way of State Highway 149. Thence in a westerly direction, crossing State Highway 149 to a point in its western right of way.

Thence with the western right of way of State Highway 149 in a northeasterly direction to a point being the southeastern corner of the Gayle Hall property as shown on Tax Map 100, parcel 127. Thence in a northerly direction with Hall's west line to a point in the south line of the Charles Davis property as shown on Tax Map 100, parcel 120.

Thence with the south line of the Charles Davis property in a westerly direction to Davis' southwest corner, said point also being the southern corner of the Gerald Kastner property as shown on Tax Map 100, parcel 124.02. Thence with Kastner's west line in a northerly direction to a point in the south right of way of Ussery Lane. Thence in a northerly direction, crossing Ussery Lane, to its northern right of way.

Thence with the northern and western right of way of Ussery Lane in an easterly and northerly direction to a point in the western right of way of Ussery Road South.

Thence in a northerly direction along the western right of way of Ussery Road South to a point in the south line of the Vernon Ussery property as shown on Tax Map 91, parcel 148. Thence with the south line of the Vernon Ussery property in a westerly direction to a point in the eastern right of way of the R. J. Corman Railroad. Thence continuing in a westerly direction to the west margin of the R. J. Corman Railroad.

Thence with the R. J. Corman Railroad's western right of way in a northerly direction to a point in the south line of the Savage Zinc, Inc., property as shown on Tax Map 78, parcel 25. Thence with the Savage Zinc, Inc.'s south line in a westerly direction to the Cumberland River.

Thence with the centerline of Cumberland River in a northerly, easterly, southerly and easterly direction to the point of beginning.

### **Boundary Description of Planned Growth Area # 3**

This Planned Growth Area abuts the City of Clarksville's Urban Growth Boundary (UGB). This description is intended to parallel the UGB's description along its northern boundary. The UGB's description includes not only the roads mentioned but also all of the areas of their right of ways. Thus, these right of way areas are particularly excluded from the Planned Growth Area describes as #3.

Beginning at a point described as being the intersection of the centerlines of the Cumberland River and Big McAdoo Creek, and thence running in a southerly and easterly direction with the centerline of Big McAdoo Creek, passing Gholson Road and continuing on to its intersection with the Little McAdoo Creek.

Thence running in an easterly direction with the centerline of the Little McAdoo Creek to its intersection with the eastern right of way of Highway 12.

Thence running in a northerly direction along the eastern right of way of Highway 12 to its intersection with the southeastern right of way of Earl Road.

Thence running in a northerly and westerly direction along the eastern right of way of Earl Road back to the eastern right of way of Highway 12.

Thence continuing along the eastern right of way of Highway 12 in a northerly direction to the intersection of the southern right of way of Pace Road.

Thence in an easterly direction along the southern right of way of Pace Road to its intersection with the southern right of way of Shady Grove Road.

Thence continuing in an easterly direction along the southern right of way of Shady Grove Road to a point across from the intersection of the eastern right of way of Albright Road. Thence crossing Shady Grove Road to the intersection of the eastern right of way of Albright Road.

Thence in a northerly and easterly direction along the southern right of way of Albright Road to its intersection with the eastern right of way of Oak Plains Road.

Thence with the eastern right of way of Oak Plains Road in a northerly direction, crossing U.S. Highway 41A to its intersection with the eastern boundary of Mt. Carmel Road.

Thence in a northerly direction with the eastern right of way of Mt. Carmel Road, passing Pickering Road on the right, to a point being the intersection of the southern right of way of Sango Road. Thence crossing Sango Road to its northern right of way.

Thence in a westerly direction with the northern right of way of Sango Road to the intersection of the eastern right of way of Dixie Bee Road.

Thence northward with the eastern right of way of Dixie Bee Road to its intersection with the southern right of way of Trough Springs Road. Thence crossing Trough Springs Road to its northern right of way.

Thence westward with the northern right of way of Trough Springs Road to the centerline of Passenger Creek. Thence in a southerly direction along Passenger Creek to the southern right of way of Trough Springs Road. Thence westward with the southern right of way of Trough Springs Road to the eastern right of way of Durham Road.

Thence running in a southerly direction with the eastern right of way of Durham Road, passing under Interstate 24, to the intersection of the northern right of way of Sango Road. Thence crossing Sango Road to its southern right of way.

Thence running in a westerly direction with the southern right of way of Sango Road to the intersection with the eastern right of way of Smith Lane.

Thence running in a southerly direction with the eastern right of way of Smith Lane to its intersection with the northern right of way of Highway 41A South. Thence crossing U. S. Highway 41A South to its southern right of way.

Thence in a westerly direction with the southern right of way of U. S. Highway 41A South to its intersection with the centerline of Big McAdoo Creek.

Thence with the meanders of the Big McAdoo Creek, in generally a southerly and westerly direction to its intersection with the western right of way of Highway 12.

Thence with the western right of way of Highway 12 in a northerly direction to its intersection with the eastern right of way of Hickory Point Road.

Thence running in a southerly direction with the eastern right of way of Hickory Point Road to a point across the road from the southern right of way of Gholson Road. Thence crossing Hickory Point Road to its intersection with the eastern right of way of Gholson Road.

Thence in a southerly and westerly direction with the eastern right of way of Gholson Road to its intersection with the southern right of way of Gratton Road, if extended. Thence crossing Gholson Road to its intersection with the southern right of way of Grafton Road.

Thence in a westerly and northerly direction with the southern right of way of Grafton Road to the existing city limits, noted as of November 2, 1999.

Thence westward along the existing city limits to the centerline of the Cumberland River.

Thence southward along the centerline of the Cumberland River to the intersection of the centerline of the Big McAdoo Creek as if extended into the flowage way of the Cumberland River, the point of beginning.

#### **Boundary Description of Planned Growth Area #4 (1999)**

Beginning at a point being the intersection of the east margin of Jim Johnson Road and the north margin of U. S. Highway 79; thence with the north margin of U. S. Highway 79 in a northeasterly direction to a point being the intersection of the north margin of Hampton Station Road, if said northern margin were extended across U. S. Highway 79; thence with the northern and eastern margin of Hampton Station Road in a southeasterly and southerly direction to a point in the north margin of Charles Bell Road; thence with the north margin of Charles Bell Road in an easterly direction to a point in the west margin of Dunlop Lane; thence with the west margin of Dunlop Lane in a northeasterly direction and continuing with the north margin of Dunlop Lane in an easterly direction to a point in the west margin of Kirkwood Road and thence crossing Kirkwood Road to its eastern right-of-way; thence with the eastern and northern margins of Kirkwood Road in a generally easterly and southerly direction to a point in the north margin of Rossview Road and thence continuing across Rossview Road to its southern right-of-way; thence with the south margin of Rossview Road in a westerly direction to a point in the eastern margin of Killebrew Road; thence with the east margin of Killebrew Road in a southerly direction to a point in the north boundary of the Meta Silvey property as shown on Tax Map 58, parcel 7; thence with the north line of the Meta Silvey property in an easterly direction to a point being Silvey's northeast corner; thence with Silvey's east line in a southerly direction to a point in the center of Red River; thence crossing Red River to a point in the north line of the Mabel Cato property as shown on Tax Map 58, parcel 11; thence with Cato's north line in an easterly direction to Cato's northeast corner; thence in a generally southeasterly direction with Cato's east line to a point in the north boundary of the Leon Kendrick property also shown on Tax Map 58, parcel 12; thence with the north lines of the Leon Kendrick, Ronald Cato, and Gary Sinclair properties as shown on Tax Map 58, parcels 12, 11.02, and 11.01 to a point being Gary Sinclair's northeast corner; thence with Sinclair's east line in a southerly direction to a point in the north margin of Gunn Road; thence with the northern and eastern margin of Gunn Road in an easterly and southerly direction to a point in the north margin of Highway 76 and thence continuing across to the south margin of Highway 76; thence with the south margin of Highway 76 in a generally westerly direction to the intersection of the center line of Passenger Creek; thence with the center line of Passenger Creek in a northwesterly direction to the center line of Red River; thence with the center line of Red River in a westerly direction to the intersection of the eastern right-of-way of Interstate 24; thence with the eastern right-of-way of Interstate 24 in a northwesterly direction to the intersection with the north right-of-way of Dunlop Lane, said point also being in the current City Limits of the City of Clarksville as of November 2, 1999; thence with the City Limits of the City of Clarksville in a generally northerly direction to the intersection with the south right-of-way of U.S. Highway 79; thence with the south right-of-way of U.S. Highway 79 in a northeasterly direction to a point being the intersection of the east right-of-way of Jim Johnson Road, if said right-of-way were extended across U.S. Highway 79; thence crossing U.S. Highway 79 in a northerly direction to the point of beginning.



## **APPENDIX B.4 Boundary Description of Planned Growth Area #4 (amended 2018)**

Beginning at a point being the intersection of the east margin of Jim Johnson Road and the north margin of U. S. Highway 79; thence with the north margin of U. S. Highway 79 in a northeasterly direction to a point being the intersection of the north margin of Hampton Station Road, if said northern margin were extended across U. S. Highway 79; thence with the northern and eastern margin of Hampton Station Road in a southeasterly and southerly direction to a point in the north margin of Charles Bell Road; thence with the north margin of Charles Bell Road in an easterly direction to a point in the west margin of Dunlop Lane; thence with the west margin of Dunlop Lane in a northeasterly direction and continuing with the north margin of Dunlop Lane in an easterly direction to a point in the west margin of Kirkwood Road and thence crossing Kirkwood Road to its eastern right-of-way; thence with the eastern and northern margins of Kirkwood Road in a generally easterly and southerly direction to a point in the north margin of Rossvie Road and thence continuing across Rossvie Road to its southern right-of-way; thence with the south margin of Rossvie Road in a westerly direction to a point in the eastern margin of Killebrew Road; thence with the east margin of Killebrew Road in a southerly direction to a point in the north boundary of the Meta Silvey property as shown on Tax Map 58, parcel 7; thence with the north line of the Meta Silvey property in an easterly direction to a point being Silvey's northeast corner; thence with Silvey's east line in a southerly direction to a point in the center of Red River; thence crossing Red River to a point in the north line of the Mabel Cato property as shown on Tax Map 58, parcel 11; thence with Cato's north line in an easterly direction to Cato's northeast corner; thence in a generally southeasterly direction with Cato's east line to a point in the north boundary of the Leon Kendrick property also shown on Tax Map 58, parcel 12; thence with the north lines of the Leon Kendrick, Ronald Cato, and Gary Sinclair properties as shown on Tax Map 58, parcels 12, 11.02, and 11.01 to a point being Gary Sinclair's northeast corner; thence with Sinclair's east line in a southerly direction to a point in the north margin of Gunn Road; thence with the northern and eastern margin of Gunn Road in an easterly and southerly direction to a point in the north margin of Highway 76 and thence continuing across to the south margin of Highway 76; thence with the south margin of Highway 76 in a generally westerly direction to the intersection of the center line of Passenger Creek; thence with the center line of Passenger Creek in a northwesterly direction to the center line of Red River; thence with the center line of the meanders of the Red River in a generally westerly direction 1,840+/- feet to a point, said point also being 1018 +/- feet east of the Interstate 24 right-of-way;

Thence with the centerline of the meanders of the Red River in a generally westerly direction 1,840+/- feet to a point, said point also being 1018 +/- feet east of the Interstate 24 right-of-way;

Thence leaving the centerline of the Red River in a northerly direction, with the west line of Stone's Manor Subdivision, 7,486+/- feet to a point, said point being the southwest corner Tax Map 039, Parcel 023.01;



Thence with the south and east line of Tax Map 039, Parcel 023.01 in an easterly and northerly direction, 781+/- feet to a point in the south right-of-way of Rossvie Road;

Thence crossing Rossvie Road in a northerly direction, 50+/- feet to the north right-of-way of Rossvie Road, said point also being the southeast corner of Tax Map 039, Parcel 025.03;

Thence leaving Rossvie Road with the east, north and west property line of Tax Map 039, Parcel 025.03 in a northerly, westerly and southerly direction, 2,267+/- feet to a point being the northeast corner of Tax Map 039, Parcel 025.01;

Thence with the north line of Tax Map 039, Parcel 25.01 in a westerly direction, 1,268+/- feet to a point in the east right-of-way of Rollow Lane;

Thence with the eastern right-of-way of Rollow Lane in a southerly direction, 1,162+/- feet to a point being the northeast intersection of Rollow Lane and Rossvie Road;

Thence crossing Rollow Lane and a westerly direction, 50+/- feet to a point in the western right-of-way of Rollow Lane, said point also being the northeast corner of Tax Map 058, Parcel 003.02;

Thence leaving the west right-of-way of Rollow Lane with the north lines of Tax Map 058, Parcel 003.02 and Tax Map 057, Parcel 017.02 in a westerly direction, 968+/- feet, said point being in the north property line of Tax Map 057, Parcel 17.02;

Thence in a southerly direction, along the west property line of Tax Map 057, Parcel 17.02, 603+/- feet to a point being the northeast corner of Tax Map 057, Parcel 017.06;

Thence with the north line of Tax Map 057, Parcel 017.06, in a westerly direction, 719+/- feet to a point in the east right-of-way of International Boulevard;

Thence with the eastern right-of-way of International Boulevard in a southerly direction, 637+/- feet to a point being the northeast corner of the Rossvie Road and International Boulevard intersection;

Thence crossing International Boulevard in a westerly direction, 150+/- feet to a point being the northwest corner of International Boulevard and Rossvie Road intersection;

Thence with the northern right-of-way of Rossvie Road in a generally westerly direction, 1,668 +/- feet to a point being the northeast corner of the Interstate 24 and Rossvie Road intersection;

Thence with the eastern right-of-way of Interstate 24 in a northwesterly direction to the intersection with the north right-of-way of Dunlop Lane, said point also being in the current City Limits of the City of Clarksville as of November 2, 1999; thence with the City Limits of the City of Clarksville in a generally northerly direction to the intersection with the south

right-of-way of U.S. Highway 79; thence with the south right-of-way of U.S. Highway 79 in a northeasterly direction to a point being the intersection of the east right-of-way of Jim Johnson Road, if said right-of-way were extended across U.S. Highway 79; thence crossing U.S. Highway 79 in a northerly direction to the point of beginning.

## **Boundary Description of Planned Growth Area #5**

Beginning at a point in the Tennessee-Kentucky State Line, said point also being at the northeast corner of the Covington Farms, Inc., property as shown on Montgomery County Tax Map 11, parcel 2; thence with the eastern boundary of the Covington Farms, Inc., property in a southerly direction to a point in the north right-of-way of the L & N Railroad, and extending to the center line of said Railroad right-of-way; thence with the center line of the L & N Railroad right-of-way in a southwesterly direction 650 +/- feet to a point being at the northwest corner of the Knox Thomas III property as shown on Tax Map 11, parcel 44; thence with the western boundary of the Thomas property in a southerly direction to Thomas's southwest corner; thence with the southern boundary of the Thomas property (parcel 44) in an easterly direction to a point being the southwest corner of the Richard Peacher property as shown on Tax Map 11, parcel 40; thence with Peacher's western boundary in a northerly direction to Peacher's northwest corner; thence with Peacher's north boundary in an easterly direction to a point in the western right-of-way of Guthrie Road; thence continuing in an easterly direction to the eastern right-of-way of Guthrie Road; thence along said eastern boundary in a northerly direction to a point being the southwest corner of the Lady Bell Dickerson property as shown on Tax Map 11, parcel 36; thence with the southern and eastern boundaries of the Dickerson property in an easterly and northerly direction to a point in the southern boundary of the Billy Wilcox property as shown on Tax Map 11, parcel 8; thence with the southern boundaries of the Billy Wilcox and the Vera Woosley Bryan properties in an easterly direction to a point being the southeast corner of the Vera Woosley Bryan property, said point also being in the west line of the Delma Woosley property as shown on Tax Map 11, parcel 74; thence in a northerly, easterly, northerly, and easterly direction with Woosley's western and northern boundaries to a point in the west margin of Piney Woods Road; thence with the west margin of Piney Woods Road in a southeasterly direction 1,000 +/- feet to a point; thence in an easterly direction across Piney Woods Road to the eastern margin of said road, said point also being the southwest corner of the Roy Pippin property as shown on Tax Map 11, parcel 26.01; thence in an easterly northwesterly, and easterly direction with the southern boundary of the Roy Pippin property to the southeast corner of Pippin, said point also being in the western margin of Highway 41; thence continuing easterly across Highway 41 and the L & N Railroad to a point in the eastern margin of the L & N Railroad; thence with the east margin of the L & N Railroad in a northwesterly direction 1,650 +/- feet to a point being the southwest

corner of the William Lowe Reding property as shown on Tax Map 11, parcel 23; thence in a northerly, easterly and northerly direction with Reding's eastern and southern boundaries to a point in the Tennessee-Kentucky State Line; thence with the Tennessee-Kentucky State Line in a westerly direction to the point of beginning.

## **CHAPTER 17: Appendix C**

### **Boundaries of Rural Areas**

Legal Description of the Rural Area of Montgomery County, Tennessee.

Resolution 99-11-1. Adopted November 8, 1999.

Boundaries of Rural Areas (RA) shall include all properties within Montgomery County which are situated outside of any Urban Growth Boundaries, Planned Growth Area Boundaries, but do not include any area within the Fort Campbell Military Reservation.

**RESOLUTION TO ADOPT AN INTERLOCAL AGREEMENT BETWEEN THE CITY  
OF CLARKSVILLE AND MONTGOMERY COUNTY FOR JOINT FUNDING  
FROM THE BUREAU OF JUSTICE ASSISTANCE (JAG) OF THE UNITED  
STATES DEPARTMENT OF JUSTICE ON A JOINT AWARD OF  
FEDERAL BYRNE JUSTICE ASSISTANCE GRANT FUNDS**

**WHEREAS**, the United States Department of Justice Bureau of Justice Assistance has awarded \$62,577.00 for fiscal year 2019 to be divided equally between the City of Clarksville and Montgomery County to support various mobile data and automation projects; and

**WHEREAS**, the City of Clarksville has agreed to provide Montgomery County \$31,288.00, without any matching requirements, from the Bureau of Justice Assistance Grant to be expended, in accordance with grant guidance.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session this the 8th day of October, 2018, that Montgomery County hereby accepts \$31,288.00 from the United States Department of Justice, Bureau of Justice Assistance for the purposes herein stated and detailed in the MOU between the City of Clarksville and Montgomery County.

This resolution shall take effect upon its adoption.

**Duly passed and approved this 8th day of October 2018.**

Sponsor

Shegiff, John S. Jr.

Commissioner

Charles D. Keene

Approved

County Mayor

Attest

County Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE, TN AND  
THE COUNTY OF MONTGOMERY, TN  
REGARDING THE  
2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 8th day of October, 2018, by and between The COUNTY of Montgomery acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Clarksville acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Montgomery County, State of Tennessee, witnesseth:

**WHEREAS**, a combined, disparate allocation of funds of \$62,577 from the JAG Program to the CITY and the COUNTY establishes the need for a joint JAG Program Award Application; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITY agrees to provide the COUNTY \$31,288 from the JAG award for the Law Enforcement Program; and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to reimburse COUNTY a total of \$31,288 of JAG funds based upon expenditure records supplied by the COUNTY to the CITY.

**Section 2.**

COUNTY agrees to use \$31,288 for the Law Enforcement Program no later than September 30, 2021.

**Section 3.**



Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

#### **Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

#### **Section 5.**

The CITY shall serve as Applicant and Fiscal Agent for the 2018 JAG Program Application, shall advise the COUNTY of balance available information on a periodic basis, and shall prepare all reports. The COUNTY shall submit claims/requests for distribution of COUNTY share of funds to the CITY for payment processing and provide such summary information as may be required for periodic reports.

#### **Section 6.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### **Section 7.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### **Section 8.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

#### **Section 9.**

This interlocal agreement will become effective upon adoption of enabling resolutions by the governing bodies of both the COUNTY and the CITY, at which time the applicant shall proceed to accept the JAG grant award.

For the CITY OF CLARKSVILLE, TN:

\_\_\_\_\_  
Kim McMillan, Mayor

\_\_\_\_\_  
Date

For the COUNTY OF MONTGOMERY, TN

\_\_\_\_\_  
Jim Durrett, Mayor

\_\_\_\_\_  
Date

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS AUTHORIZING THE ACCEPTANCE OF  
GRANT FUNDS FROM THE TENNESSEE DEPARTMENT  
OF SAFETY & HOMELAND SECURITY, TENNESSEE  
HIGHWAY SAFETY OFFICE**

**WHEREAS**, the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office, has advised the Sheriff of Montgomery County that funding allocations for a Selective Traffic Enforcement Program consisting of county-wide saturation patrols, seatbelt enforcement and sobriety checkpoints have been approved with Montgomery County receiving a grant allocation for the period beginning October 1, 2018, through September 30, 2019; and

**WHEREAS**, the Tennessee Highway Safety Office, has advised that Montgomery County is approved for these funds in the amount of \$50,000.00; said program is one hundred percent (100%) grant funded, requiring no local matching funds during the allocation period and has no requirements for continuation funding upon expiration of the grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 8<sup>th</sup> day of October, 2018, that Montgomery County accept this Selective Traffic Enforcement Program Grant in the amount of \$50,000.00; and

**BE IT FURTHER RESOLVED** that the County Mayor is authorized to execute an agreement and other necessary documents required to signify acceptance of grant funds from the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office. Upon receipt of the fully executed grant agreement, the Director of Accounts and Budgets shall establish the necessary fund accounts providing for related revenues and expenditures stated in the contract, this resolution intends to have the effect of appropriation to that purpose accordingly.

**SECTION 1.** Montgomery County hereby accepts \$50,000.00 from the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office for the purpose herein stated and as detailed below:

REVENUE	101-54110-00000-54-47590-G1830	\$50,000.00
OVERTIME	101-54110-00000-54-51870-G1830	\$38,113.00
SOCIAL SECURITY	101-54110-00000-54-52010-G1830	\$ 2,364.00
STATE RETIREMENT	101-54110-00000-54-52040-G1830	\$ 6,236.00
MEDICARE	101-54110-00000-54-53490-G1830	\$ 553.00
OTHER CAPITAL OUTLAY	101-54110-00000-54-57990-G1830	\$ 2,734.00
<b>TOTAL</b>		<b>\$50,000.00</b>

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

Sponsor

*Sheriff John S. Fuson*

Commissioner

*Charles D. Keene*

Approved

County Mayor

Attested

County Clerk

**BE IT FURTHER RESOLVED** that the Director of Accounts and Budgets amend the appropriate expenditures accordingly.

DEPUTIES	101-54110-00000-54-51060	\$	25,476.00
SOCIAL SECURITY	101-54110-00000-54-52010	\$	1,580.00
STATE RETIREMENT	101-54110-00000-54-52040	\$	2,510.00
LIFE INSURANCE	101-54110-00000-54-52060	\$	38.00
MEDICAL INSURANCE	101-54110-00000-54-52070	\$	10,760.00
MEDICARE	101-54110-00000-54-52120	\$	370.00
EVALUATION & TESTING	101-54110-00000-54-53220	\$	510.00
TUITION	101-54110-00000-54-53560	\$	3,300.00
UNIFORMS	101-54110-00000-54-54510	\$	2,860.00
COMMUNICATION EQUIP	101-54110-00000-54-57080	\$	1,740.00
LAW ENFORCEMENT EOP	101-54110-00000-54-57160	\$	4,100.00

<b>TOTAL</b>	<b>\$ 53,244.00</b>
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Duly passed and approved this 8<sup>th</sup> day of October, 2018.

Sponsor Sheriff John S. Fran  
Commissioner Charles D. Keene

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

Attest \_\_\_\_\_  
County Clerk



**RESOLUTION TO CHARGE OFF DEBTS  
IN THE MONTGOMERY COUNTY CLERK'S OFFICE**

**WHEREAS**, the Montgomery County Clerk's Office has attempted to collect certain debts occurred during the 2016 calendar year, being three (3) checks totaling Two Hundred, Twenty-Eight and 00/100 Dollars (\$228.00), as in the attachment; and

**WHEREAS**, the Montgomery County Clerk's Office, through great effort, has attempted to collect these debts, including, but not limited to, contacting the check writer by phone, mailing certified letters of notification, and issuing warrants for those qualifying items, but all such efforts have been unsuccessful; and

**WHEREAS**, the Montgomery County Clerk has deemed that these debts are bad debts and are uncollectible; and

**WHEREAS**, it is the desire of the Montgomery County Board of Commissioners to charge off these debts.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular business session on this 8<sup>th</sup> day of October, 2018 that authorization to charge off the attached list of three (3) returned checks totaling Two Hundred, Twenty-Eight and 00/100 Dollars (\$228.00) as uncollectible is hereby approved.

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

Sponsor

Kellie A. Jackson

Commissioner

Charles D. Keene

Approved

County Mayor

Attested

County Clerk

	<b>DATE OF CHECK</b>	<b>CHECK NUMBER</b>	<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>CHECK AMOUNT</b>
1.	2/18/2016	296	COLE	TARSHA J.	\$119.00
2.	3/1/2016	157	SHELBY	RICHARD	\$54.50
3.	3/3/2016	1096	WALKER	DAVID	\$54.50
				<b>TOTAL</b>	<b>\$228.00</b>

**RESOLUTION TO AMEND THE BUDGET FOR FUNDING TO REPLACE  
EQUIPMENT AT THE EAST MONTGOMERY VOLUNTEER FIRE  
SERVICE IN AN AMOUNT NOT TO EXCEED \$18,000**

**WHEREAS**, the Montgomery County Volunteer Fire Service provides emergency response services to areas of Montgomery County outside the city limits; and

**WHEREAS**, the East Montgomery Volunteer Fire Department is one of six main stations of the Montgomery County Volunteer Fire Service; and

**WHEREAS**, the tanker at the East Montgomery Volunteer Fire Department has begun to fail in its function and is in need of replacement; and

**WHEREAS**, the estimate for replacement of the existing tank will be approximately \$18,000.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 8th day of October, 2018, that the budget be amended to include \$18,000.00 for the abovementioned replacement tank of the East Montgomery Volunteer Fire Department station as follows:

**101-54310-00000-54-57900 (Other Equipment)**

**\$18,000.00**

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**RESOLUTION TO AMEND THE BUDGET FOR FUNDING TO PAY FOR SERVICES  
PROVIDED BY LOCAL BUSINESSES DURING THE TORNADO  
WHICH OCCURRED ON FEBRUARY 24, 2018**

**WHEREAS**, the Montgomery County Emergency Management Agency coordinates responses to natural and man-made disasters within the borders of Montgomery County, Tennessee; and

**WHEREAS**, on February 24, 2018, a tornado occurred in Montgomery County, Tennessee causing severe damage to certain areas of Montgomery County; and

**WHEREAS**, multiple local businesses, in coordination with local governmental agencies, provided services and manpower in the removal and cleanup of debris to the local residents in the aftermath of the tornado; and

**WHEREAS**, the cost of services these local businesses provided totals an amount of approximately \$40,550.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 8th day of October, 2018, that the budget be amended to include \$40,550 for the abovementioned services provided to the citizens of Montgomery County through the Emergency Management Agency as follows:

**101-54410-00000-54-53990 (Other Contracted Services)**

**\$40,550.00**

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**

2018 Tornado

Invoices

<u>Company</u>	<u>Invoice</u>
Queen City Disposal	\$15,281.25 – Debris Removal
Covington Plumbing Company	\$ 840.00 – Port Toilets
Airborne Disposal	\$ 1,519.13 – Debris Removal
Rick Reda Homebuilder's	\$ 22,890.00 – Debris Removal
Bi-County Solid Waste Management	\$ 61,146.42
Montgomery County EMS	\$ 375.95
Montgomery County Sheriff's Office	\$ 10,265.89
Highway Department	\$ 87,323.00 (estimated costs)
 Total Invoices received	 \$ 199,641.64
Less government departments	- \$ 159,111.26
Total without government agencies	\$ 40,530.38

**RESOLUTION REGARDING REVISION OF RULES FOR PUBLIC SPEAKING AND  
APPEARANCE AT COUNTY COMMISSION MEETINGS AND  
PUBLIC HEARINGS ON ZONING MATTERS**

**WHEREAS**, Montgomery County, Tennessee has a protocol and rule for persons to request to speak to the Montgomery County Commission before each informal session; and

**WHEREAS**, the Montgomery County Commission regularly finds on its agenda matters which require a public hearing, for example, zoning matters and other statutory matters; and

**WHEREAS**, the public hearing is an official proceeding and persons who wish to speak during the public hearing on a zoning matter should be properly informed of their right to speak so their comments are a part of the record of the public hearing convened at and during a regular Montgomery County Commission Meeting; and

**WHEREAS**, the public needs to be properly informed so that their comments for matters which are the subject of the public hearing will be properly recorded during the same and the public needs to be generally informed of the limited availability for the public to address the Commission prior to commencement of its informal session, therefore, the Rules Committee recommends the establishment of a rule to create a protocol for such.

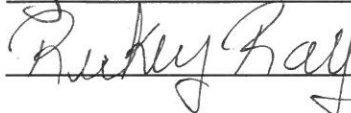
**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 8<sup>th</sup> day of October, 2018, that the existing rule regarding a citizen's request to speak on a matter already clarified by the Rules Committee exists, but a request made to be heard on a zoning matter which is the subject of a public hearing will not be placed on this limited available agenda, and those requesting the same will be informed that their comments should occur and be heard during the public hearing which is a part of the regular agenda of the Commission.

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk



**RESOLUTION TO CHANGE THE MEMBERSHIP OF THE AIRPORT  
AUTHORITY LIAISON COMMITTEE AS RECOMMENDED  
BY THE RULES COMMITTEE**

**WHEREAS**, the Rules Committee is charged with the responsibility of analyzing the structure, organization and functions of the various boards, committees and commissions of Montgomery County Government; and

**WHEREAS**, on March 8, 2010, the Rules Committee established the Airport Authority Liaison Committee by Resolution 10-3-3, setting out the purpose of the committee which was to act as a liaison between the Montgomery County Board of Commissioners and the Airport Authority; to attend meetings of the Airport Authority and to keep the Board of Commissioners informed as to the operating progress, problems and/or needs of the Airport Authority. The membership of that committee was to consist of three members nominated by the County Mayor and approved by the Board of Commissioners; and

**WHEREAS**, the Rules Committee has reviewed and studied that committee's structure, and in an effort to be more efficient, voted at their meeting on September 12, 2018, to change the number of members serving on the Airport Authority Liaison Committee from three members to one member and that member will continue to report to the Legislative Body each month.

**NOW, THEREFORE, BE IT RESOLVED** that the Montgomery County Board of Commissioners assembled in Regular Session on this the 8<sup>th</sup> day of October, 2018, approve to change the membership of the Airport Authority Liaison Committee from three members to one member per the recommendation of the Rules Committee.

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

18-10-9

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$2,550,000) GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF MONTGOMERY COUNTY, TENNESSEE**

**BE IT RESOLVED** by the Board of County Commissioners (the "Board") of Montgomery County, Tennessee (the "County") that for the purpose of financing, in whole or in part, the (i) acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of (a) parks, recreation centers and community centers and (b) public art; (ii) acquisition of all property, real and personal, related to such projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (v) payment of costs incident to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said County in the aggregate principal amount of not to exceed \$2,550,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.


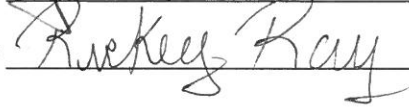
**BE IT FURTHER RESOLVED** by the Board that the County Clerk of the County be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$2,550,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

**NOTICE**

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk of the County protesting the issuance of the bonds, such bonds will be issued as proposed.

Kellie Jackson, County Clerk

**Duly passed and approved this October 8, 2018.**

Sponsor   
Commissioner   
Approved \_\_\_\_\_  
County Mayor

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

STATE OF TENNESSEE )

I, Kellie Jackson, certify that I am the duly qualified and acting County Clerk of Montgomery County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on October 8, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$2,550,000 General Obligation Public Improvement Bonds of said County.

County Clerk

**RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF MONTGOMERY COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,550,000, 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**

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Montgomery County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds to finance public works projects; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the (i) acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of (a) parks, recreation centers and community centers and (b) public art; (ii) acquisition of all property, real and personal, related to such projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$2,550,000 general obligation bonds for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, the Board of County Commissioners hereby determines that proceeds of the above-described general obligation bonds in an amount not less than 1% of the par amount of said bonds shall be used for the acquisition, design and/or construction of public art; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$2,550,000 in aggregate principal amount of bonds for the above-described purposes, providing 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 a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Tennessee, as follows:

Section 1.      Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2.      Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$2,550,000 General Obligation Public Improvement Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "County Mayor" shall mean the County Mayor of the County.

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Governing Body" means the Board of County Commissioners of the County.

(i) "Municipal Advisor" means PFM Financial Advisors LLC, Memphis, Tennessee.

(j) "Projects" means the (i) acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of (a) parks, recreation centers and community centers and (b) public art; (ii) acquisition of all property, real and personal related to such projects; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing.

(k) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

### Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A.

(c) Attached hereto as Exhibit B are an engagement letter (the “Municipal Advisor Engagement Letter”) by the Municipal Advisor and an engagement letter (the “Bond Counsel Engagement Letter” and, together with the Municipal Advisor Engagement Letter, the “Engagement Letters”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for their respective services in connection with the issuance of the Bonds. The Bond Counsel Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the County Mayor to execute the Engagement Letters, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

#### Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, (i) the cost of the Projects, (ii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$2,550,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Public Improvement Bonds”, shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on April 1 and October 1 in each year, commencing April 1, 2019. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2019 through 2038, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on April 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds (“Term Bonds”) with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any



or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such

Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION



AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and

deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF MONTGOMERY  
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2018

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Montgomery County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on April 1, 2019, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest

payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on April 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]



If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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**\*Final Maturity**

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each

payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating [\$\_\_\_\_\_] and issued by the County to finance the (i) acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of (a) parks, recreation centers and community centers and (b) public art; (ii) acquisition of all property, real and personal related to such projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (v) payment of costs incident to the issuance and sale of the bonds authorized, pursuant to 9-21-101,

et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on October 8, 2018 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

MONTGOMERY COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

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

Transferable and payable at the  
principal corporate trust office of: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert  
Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of  
Montgomery County, Tennessee, and does hereby irrevocably constitute and appoint  
\_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must  
correspond with the name of the registered owner as it  
appears on the face of the within Bond in every  
particular, without alteration or enlargement or any  
change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by a member firm of a Medallion Program  
acceptable to the Registration Agent

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8.      Sale of Bonds.

(a)      The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b)      If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c)      The County Mayor is further authorized with respect to each series of Bonds to:

(1)      change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2)      change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3)      change the first interest payment date on the Bonds, or any series thereof, to a date other than April 1, 2019, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4)      adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series does not occur after 2038.

(5)      adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6)      sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7)      cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d)      The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The



County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Montgomery County 2018 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Proceeds of the Bonds in an amount not less than 1% of the par amount of the Bonds shall be used for the acquisition, design and/or construction of public art. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the



Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the County, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.


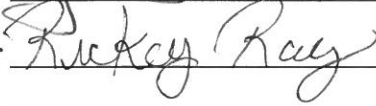
Section 14.     Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 15.     Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16.     Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17.     Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on October 8, 2018.

Sponsor   
Commissioner   
Approved \_\_\_\_\_  
County Mayor

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



# EXHIBIT A

## Estimated Interest Expense and Costs of Issuance

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2019	70,000	5.000%	41,956.25	111,956.25
06/30/2020	70,000	5.000%	106,750.00	176,750.00
06/30/2021	75,000	5.000%	103,250.00	178,250.00
06/30/2022	75,000	5.000%	99,500.00	174,500.00
06/30/2023	80,000	5.000%	95,750.00	175,750.00
06/30/2024	85,000	5.000%	91,750.00	176,750.00
06/30/2025	90,000	5.000%	87,500.00	177,500.00
06/30/2026	95,000	5.000%	83,000.00	178,000.00
06/30/2027	100,000	5.000%	78,250.00	178,250.00
06/30/2028	105,000	5.000%	73,250.00	178,250.00
06/30/2029	110,000	5.000%	68,000.00	178,000.00
06/30/2030	115,000	5.000%	62,500.00	177,500.00
06/30/2031	120,000	5.000%	56,750.00	176,750.00
06/30/2032	125,000	5.000%	50,750.00	175,750.00
06/30/2033	130,000	5.000%	44,500.00	174,500.00
06/30/2034	140,000	5.000%	38,000.00	178,000.00
06/30/2035	145,000	5.000%	31,000.00	176,000.00
06/30/2036	150,000	5.000%	23,750.00	173,750.00
06/30/2037	160,000	5.000%	16,250.00	176,250.00
06/30/2038	165,000	5.000%	8,250.00	173,250.00
2,205,000			1,260,706.25	3,465,706.25
Underwriter's Discount			\$/1000	Amount
Other Underwriter's Discount			5.00	11,025.00
			5.00	11,025.00
Cost of Issuance			\$/1000	Amount
Other Cost of Issuance			5.42306	11,957.85
			5.42306	11,957.85

EXHIBIT B



Municipal Advisor Engagement Letter

September 11, 2018

Mr. Jeff Taylor  
Director of Accounts and Budgets  
Montgomery County, TN  
P.O. Box 368  
Clarksville, TN 37040

Dear Mr. Taylor,

**pfm**

530 Oak Court Drive  
Suite 160  
Memphis, TN 38117  
901.682.8356

[pfm.com](http://pfm.com)

The purpose of this letter (this "Engagement Letter") is to confirm and memorialize our agreement that PFM Financial Advisors, LLC ("PFM") will act as financial advisor to Montgomery County, TN (the "Client"), pursuant to that certain Resolution of Montgomery County, TN to be dated October 8, 2018 (the "Authorizing Resolution"). The Client should also refer to the Agreement for Financial Advisory Services (the "Agreement") dated August 8, 2016. PFM will provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A of the Agreement.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's Disclosure Statement delivered to Client together with this Engagement Letter.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. PFM shall not be responsible for, or have any liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). Client acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. Client further agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

For the services described in the Agreement, PFM's Transactional Based Services fee will be applied.

The Agreement represents the entire agreement between Client and PFM.

Sincerely,

PFM Financial Advisors LLC

Lauren S. Lowe



Bond Counsel Engagement Letter

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

\_\_\_\_\_, 2018

Montgomery County, Tennessee  
Office of the County Mayor  
1 Millennium Plaza  
Clarksville, TN 37040  
Attention: County Mayor

**Re: Issuance of Not to Exceed \$2,550,000 in Aggregate Principal Amount of  
General Obligation Public Improvement Bonds.**

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Montgomery County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in a resolution authorizing the Bonds adopted on October 8, 2018 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

**SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - a) Do not contain any untrue statement of a material fact or
    - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer, or after

Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, and specifically based upon our understanding that the Bonds will be issued as part of the same issue of bonds authorized by the County on June 11, 2018, we estimate that our fee will be

\$2,500, which fee will be added to the fee for the previously authorized bond issue. If, however, the Bonds are issued as a stand-alone series of Bonds, we estimate that our fee will be \$12,000. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. Other than reimbursement for any publication costs of the meeting notice and initial resolution in *The Leaf-Chronicle*, the fee quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

### **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the Closing and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

### **OTHER MATTERS**

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

### **CONCLUSION**

If the foregoing terms are unacceptable to you, please so indicate in writing. Otherwise, we look forward to working with you.

**RESOLUTION TO ACCEPT LOCAL PARKS AND RECREATION GRANT FUNDS IN  
THE AMOUNT OF \$500,000 TO HELP WITH CONSTRUCTION OF  
THE NATURE CENTER AT ROTARY PARK**

**WHEREAS**, the Montgomery County Parks & Recreation Department would like to accept the Local Parks and Recreation Fund (LPRF) grant from the Tennessee Department of Environment and Conservation to help with the construction of the Nature Center at Rotary Park; and

**WHEREAS**, passage of Resolutions 18-10-7 & 18-10-8 for the issuance of General Obligation Public Improvement Bonds in the amount of two million five hundred fifty thousand dollars (\$2,550,000) meets the match obligation per the terms and conditions of the LPRF grant; and



**WHEREAS**, the Montgomery County Engineer will oversee the receiving and construction of the Nature Center at Rotary Park.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular session on this 8<sup>th</sup> day of October, 2018, that this legislative body agrees to accept the \$500,000 grant for the specific purpose of helping construct the Nature Center at Rotary Park.

**SECTION 1.** Montgomery County hereby accepts \$500,000 grant from the Tennessee Department of Environment and Conservation for the purpose herein stated and detailed below:

Other General Govt. Grants	71-91150-00000-91-46190-G0902	\$500,000.00
Building Construction	171-91150-00000-91-57060-G0902	\$500,000.00

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

Sponsor   
 Commissioner   
 Approved \_\_\_\_\_  
**County Mayor**

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

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY  
PARKS & RECREATION DEPARTMENT FOR AN ADDITIONAL  
PARKS SERVICE COORDINATOR II POSITION**

**WHEREAS**, Montgomery County is one of the fastest growing communities in Tennessee and the Montgomery County Parks & Recreation Department and the County Commission wish to continue to efficiently and effectively meet the needs of the citizens of Montgomery County; and

**WHEREAS**, the Montgomery County Parks & Recreation Department workload has significantly increased as the size and number of parks within Montgomery County Government has increased; and

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

**WHEREAS**, the Montgomery County Parks & Recreation Department has identified a need for one additional Parks Service Coordinator II position in order to meet the immediate needs of the public which will cost an additional \$9,569 along with the use of existing funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 8<sup>th</sup> day of October 2018, that the Montgomery County Parks & Recreation Department’s Fiscal Year 2019 operating budget is hereby amended as follows for a full-time Parks Service Coordinator II position:

<b>101-56700-00000-56-51690</b>	<b>Part-Time Personnel</b>	<b>( \$23,878.00)</b>
<b>101-56700-00000-56-51670</b>	<b>Maintenance Personnel</b>	<b>\$19,462.00</b>
<b>101-56700-00000-56-52010</b>	<b>Social Security</b>	<b>1,207.00</b>
<b>101-56700-00000-56-52040</b>	<b>State Retirement</b>	<b>1,752.00</b>
<b>101-56700-00000-56-52060</b>	<b>Life Insurance</b>	<b>36.00</b>
<b>101-56700-00000-56-52070</b>	<b>Medical Insurance</b>	<b>10,707.00</b>
<b>101-56700-00000-56-52120</b>	<b>Medicare</b>	<b>283.00</b>
	<b>Additional Funding Needed</b>	<b>\$ 9,569.00</b>

Duly approved this 8th day of October 2018.

Sponsor \_\_\_\_\_  
 Commissioner *Lucy Ray* \_\_\_\_\_  
 Approved \_\_\_\_\_  
 County Mayor

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



**RESOLUTION CONSENTING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY NEGOTIATING AND ACCEPTING PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A CERTAIN PROJECT IN MONTGOMERY COUNTY, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305**

WHEREAS, the County Commission (the “Governing Body”) of Montgomery County, Tennessee (the “County”) has met pursuant to proper notice; and

WHEREAS, the County has previously authorized the incorporation of The Industrial Development Board of the County of Montgomery (the “Board”) as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated; and

WHEREAS, the County has been informed that Fieldstone Village, L.P., a Tennessee limited partnership, or an affiliate thereof (the “Developer”), intends to cause the acquisition and construction of a multifamily housing facility for low and moderate-income citizens known as Fieldstone Village (collectively, the “Project”) located in the County (the “Property”); and

WHEREAS, the Developer has requested the Board to hold ownership of the Property; and

WHEREAS, the Developer has furthermore requested the Board to lease the Project to the Developer and to permit the Developer to make payments in lieu of ad valorem taxes; and

WHEREAS, Tenn. Code Ann. § 7-53-305(b) authorizes the County to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem tax upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in said Code Section.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Montgomery County, Tennessee, as follows:



1. The Governing Body hereby finds that the negotiation and acceptance by the Board of payments in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 7-53-305, and the Governing Body hereby consents and delegates to the Board the right to negotiate and accept such payments from the Developer.

2. The terms of the agreement between the Board and the Developer concerning payments in lieu of ad valorem taxes shall be determined by the Board; provided, however (i) the term of such agreement shall not exceed ten (10) years, plus a reasonable construction period and (ii) the amount of the annual payment in lieu of taxes after following completion of the construction shall not be less than \$39,000 per year.

3. The Board's agreements concerning payments in lieu of ad valorem taxes relating to the Facility may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.

4. This resolution shall take effect notwithstanding any prior resolutions to the contrary. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

Adopted this the 8<sup>th</sup> day of October, 2018.

Sponsor   
Commissioner   
Approved \_\_\_\_\_  
County Mayor

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

**RESOLUTION OF THE COUNTY COMMISSION OF MONTGOMERY COUNTY,  
TENNESSEE APPROVING AN ECONOMIC IMPACT PLAN FOR  
THE 7<sup>TH</sup> AND MAIN DEVELOPMENT AREA**

**WHEREAS**, The Industrial Development Board of the County of Montgomery (the "Board") has submitted to Montgomery County, Tennessee (the "County") an economic impact plan (the "Economic Impact Plan") regarding the development of an area located at the intersection of 7th Street and Main Street, in Clarksville, known as the 7<sup>th</sup> and Main Development Area (the "Plan Area"); and

**WHEREAS**, the development of the Plan Area would include a moderate-income apartment project on the property (the "Project"); and

**WHEREAS**, the Economic Impact Plan would permit certain tax increment incentives ("Tax Increment Incentives") to be provided pursuant to Chapter 53, Title 7 of the Tennessee Code Annotated (the "Act"); and

**WHEREAS**, the Board has approved the submission to the County of the Economic Impact Plan at a meeting on September 19, 2018; and

**WHEREAS**, the proceeds of the Tax Increment Incentives would be used to pay or finance eligible costs under the Act (the "TIF Eligible Costs") relating to the development of the Plan Area; and

**WHEREAS**, certain incremental property tax revenues (the "TIF Revenues") that result from the development of the Plan Area under the Economic Impact Plan will be allocated to the Board as provided in the Economic Impact Plan to be used to assist in providing the Tax Increment Incentives; and

**WHEREAS**, a portion of the TIF Revenues will be applied to pay costs of maintaining the Project; and

**WHEREAS**, any financing of the Board secured by TIF Revenues shall not represent or constitute a debt or pledge of the faith and credit or the taxing power of the Board, the City of Clarksville or Montgomery County, Tennessee; and

**WHEREAS**, the Board of Directors of the Board has approved and submitted the Economic Impact Plan to the County Commission of Montgomery County, Tennessee for approval in accordance with Tenn. Code Ann. § 7-53-312; and

**WHEREAS**, the Board of Directors of the Board held a public hearing related to the Economic Impact Plan, and a summary of that public hearing has been provided to the County Commission of Montgomery County; and

**WHEREAS**, in connection with its approval of the Economic Impact Plan, the Board of Directors of the Board acknowledged its intent to apply the Policies and Procedures for tax increment incentives previously approved by the Board for the Civic Plaza Development Area (the "Civic Plaza Area Policies") to the extent appropriate to the administration of the Economic Impact Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Montgomery County, Tennessee (the "County Commission"), that (i) the Economic Impact Plan, in the form attached hereto as Exhibit A, being in the interests of the citizens of Montgomery County, Tennessee, is hereby approved by the County Commission, (ii) the application of the Civic Plaza Area Policies to the administration of the Economic Impact Plan to the extent appropriate is approved; and (iii) the officers of the County are authorized to take all appropriate action to carry out the terms of the Economic Impact Plan.

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

STATE OF TENNESSEE )

COUNTY OF MONTGOMERY )

I, Kellie Jackson, certify that I am the duly qualified and acting County Clerk of Montgomery County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on \_\_\_\_\_, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the 7<sup>th</sup> and Main Development Area.

WITNESS my official signature and seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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County Clerk

**EXHIBIT A**

**Economic Impact Plan**

**[See attached]**



## **EXHIBIT A**

### **THE INDUSTRIAL DEVELOPMENT BOARD OF MONTGOMERY, TENNESSEE**

#### **ECONOMIC IMPACT PLAN FOR 7<sup>TH</sup> AND MAIN DEVELOPMENT AREA**

##### **I. Authority for Economic Impact Plan**

Industrial development corporations ("IDBs") are authorized under Tenn. Code Ann. § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of Tenn. Code Ann. § 7-53-101 and such other properties that the IDB determines will be directly improved or benefited due to the undertaking of a project. Tennessee Code Annotated § 7-53-312 also authorizes cities and counties to apply and pledge new incremental tax revenues, which arise from the area subject to the economic impact plan, to the IDB to promote economic development, to pay the cost of projects or to pay debt service on bonds or other obligations issued by the IDB to pay the costs of projects.

##### **II. The Project**

JPW LLC, an affiliate thereof or an assignee approved by the Board (collectively, the "Developer"), has proposed to purchase certain tracts of real property located at the intersection of 7<sup>th</sup> Street and Main Street, in Clarksville, Montgomery County, Tennessee. Such property consists of approximately 0.80 acres and is ideally situated for residential and commercial development. The Developer has proposed to develop a moderate-income apartment project on the property. This development is collectively referred to herein as the "Project." The Project is an eligible project within the meaning of Tenn. Code Ann. § 7-53-101(13).

In order to make the Project financially feasible, Developer has requested that Montgomery County, Tennessee (the "County") and the City of Clarksville, Tennessee (the "City") approve, as part of this Economic Impact Plan, a plan for tax increment financing through The Industrial Development Board of Montgomery County, Tennessee (the "Board") pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay a portion of the costs of the improvements that are needed to permit the construction and operation of the Project. The proceeds of the tax increment financing would be used to pay eligible costs, in accordance with the Tax Increment Act (as defined below), relating to the Project.

##### **III. Boundaries of Plan Area**

The Project is generally located at the intersection of 7<sup>th</sup> Street and Main Street, within the City and the County. The area that would be subject to this Economic Impact Plan, and to the tax increment financing provisions described below, includes only the property on which the Project will be located. The area that will be subject to this plan (the "Plan Area") is shown on Exhibit A attached hereto. A list of the parcels included in the Plan Area is also attached as part of Exhibit A. The Plan Area is hereby declared to be subject to this Economic Impact Plan, and the Project is hereby identified as the project that will be located within the Plan Area.

#### **IV. Financial Assistance to Project**

The Board will provide financial assistance to the Project by applying the proceeds of the tax increment financing described herein or by using tax increment revenues to pay a portion of certain costs that will be incurred in connection with the development of the Project. These costs include parking areas, road improvements, storm water drainage system improvements and any costs for which the Board receives a written determination from the Comptroller of the State of Tennessee (the "State") and the Commissioner of Economic and Community Development of the State as described below. The Board will pay and/or reimburse the Developer for all or a portion of the eligible cost of such improvements upon receipt of adequate documentation of such costs. In connection with any financial assistance, the Board and the Developer will enter into a development agreement specifying the scope and the cost of the improvements and fees to be reimbursed.

Tenn. Code Ann. § 9-23-108 does not permit the application of incremental tax revenues pursuant to this Economic Impact Plan to pay certain costs relating to privately-owned land without first receiving a written determination from the Comptroller of the State and the Commissioner of Economic and Community Development of the State that the use of tax increment revenues for such purposes is in the best interest of the State. The Board will not apply the proceeds of the tax increment financing authorized hereunder or tax increment revenues to pay costs as to which such a written determination is required without first obtaining such written determination.

#### **V. Expected Benefits to City and County**

Numerous benefits will accrue to the City and the County as a result of the development of the Plan Area. The development of moderate-income residential rental projects, such as the Project, in the center city of Clarksville, as the County seat and only incorporated city in the County, will assist the County, City and the Board in promoting economic development. When companies select locations for manufacturing, distribution and office facilities, a significant factor that is considered by site selection firms is the quality of life for the companies' employees in each community being considered as a possible location. By providing a vibrant center city area in the City with multiple residential housing options, the Project will assist the City and the Board with economic development recruiting and help expand the economic base of the City and County.

Both the City and the County are also expected to receive substantial additional taxes as a result of the development of the Plan Area. The ad valorem real property taxes for the Plan Area for the year 2017 were \$8,316.76 for the City and the County combined, which are the base taxes relating to the Plan Area. Development of the Plan Area will increase the value of the real property within the Plan Area, leading to an increase in ad valorem real property taxes. Following the reappraisal of the Project after construction is completed, the combined annual real property taxes payable to the City and the County are expected to be approximately \$45,210.80. Of this total, the base taxes described above plus approximately \$36,894.04 in taxes that are allocable to paying debt service on the City's and the County's general obligation debt will be allocated to the City and the County. These additional taxes will immediately benefit the City and the County. Once the tax increment incentive authorized herein is fully performed, the remaining incremental property tax revenues will be payable to the City and the County, and the City and the County will benefit from those incremental taxes at that point and for years to come. The City and the County will also benefit from additional personal property taxes.

## **VI. Distribution of Property Taxes and Tax Increment Financing**

a. Distribution of Taxes. Property taxes imposed on the real property located within the Plan Area shall be allocated and distributed as provided in this subsection. The taxes assessed by the County and the City on the real property within the Plan Area will be divided and distributed as follows in accordance with Tenn. Code Ann. § 7-53-312(c) and Title 9, Chapter 23 of the Tennessee Code Annotated, being the Uniformity in Tax Increment Financing Act of 2012 (the "Tax Increment Act"):

i. The portion of the real property taxes payable with respect to the Plan Area equal to the year prior to the date of approval of this Economic Impact Plan (the "Base Tax Amount") shall be allocated to and, as collected, paid to the County and the City as all other taxes levied by the County and the City on all other properties; provided, however, that in any year in which the taxes on the real property within the Plan Area are less than the Base Tax Amount, there shall be allocated and paid to the County and the City only the taxes actually imposed.

ii. An amount equal to all ad valorem real property taxes assessed annually in respect of the Plan Area, less (x) the Base Tax Amount, and, less (y) any portion of such incremental tax revenues designated by the City and the County to pay debt service on the City's and County's obligations that is required to be excluded from the TIF Revenues pursuant to Tenn. Code Ann. 7-53-312 and the Tax Increment Act (the "TIF Revenues") shall be allocated and, as collected, paid into a separate fund of the Board, created to hold such payments until the tax proceeds in the fund are to be applied to pay debt service on the obligations expected to be issued by the Board that are described to pay the costs of the eligible costs described above.

This allocation is subject to the provisions of Tenn. Code Ann. §7-53-312(j) and Tax Increment Act, which requires that taxes levied upon real property within the Plan Area for the payment of debt service of the County and the City shall not be allocated to the Board.

The Board is authorized to designate, by notice to the City and the County, that the allocation of TIF Revenues from the parcels in the Plan Area shall begin in any tax year within the next two tax years in order to match TIF Revenues with the application of TIF Revenues for the purposes provided herein, subject to the time limitation on allocations provided below. Allocations of TIF Revenues by the City and the County shall be made not later than the later of each May 1<sup>st</sup> following each tax year or sixty days from when such TIF Revenues are collected by the City or the County.

If any parcel in the Plan Area shall be subdivided, then the Board shall allocate the base taxes for such parcel among the resulting parcels on a per square foot basis. Once the Board has determined such allocation, the Board shall notify the City and the County of the portion of the base taxes allocated to each parcel resulting from the subdivided parcel.

b. Financing/Reimbursement. In order to pay for eligible costs relating to the Project, the Board may use the incremental tax revenues that it would receive as a result of the adoption of the Economic Impact Plan to pay debt service on obligations incurred to finance such costs. This tax increment financing, if issued, will be structured as follows:

i. The Board will borrow not to exceed \$799,000 through the issuance and sale of notes, bonds or other obligations of the Board. The Board shall pledge any and all TIF Revenues allocated to the Board pursuant to this Economic Impact Plan to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon. In no event will

the obligations issued by the Board be considered a debt or obligation of the County or the City in any manner whatsoever, and the source of the funds to satisfy the Board's payment obligations thereunder shall be limited solely to the TIF Revenues and are otherwise non-recourse to the Board.

ii. The proceeds of the notes, bonds or obligations shall be used to pay eligible costs relating to the Project as described above, costs of issuances relating to notes, bonds or obligations and capitalized interest on the notes, bonds or other obligations for a maximum period of two (2) years from the date of completion of the Project.

Alternatively, the Board may enter into a development agreement with the Developer to reimburse the Developer for eligible costs relating to the Project in an amount not in excess of \$799,000.

Any development agreement shall require the Developer to pay the Board such administrative fees and expenses, including any fees and expenses of the County and the City, as the Board requires pursuant to the development agreement.

c. Time Period. Taxes on the real property within the Plan Area will be divided and distributed as provided in this Section of the Economic Impact Plan for a period, as to the parcels in the Plan Area, not in excess of fifteen (15) tax years as to such parcels, but, in any event, such allocations shall cease when there are not eligible costs, including debt service, to be paid from the TIF Revenues.

d. Finding of Economic Benefit. The Board, the County and the City, by the adoption of this Plan, find that the use of the TIF Revenues as described herein, is in furtherance of promoting economic development in the City and County.

## **VII. Approval Process**

Pursuant to Tenn. Code Ann. § 7-53-312, the process for the approval of this Economic Impact Plan is as follows:

a. The Board holds a public hearing relating to the proposed Economic Impact Plan after publishing notice of such hearing in a newspaper of general circulation in the County and the City at least two (2) weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the public. Following such public hearing, the Board may submit the Economic Impact Plan to the County and the City for their approval.

b. Subject to the provisions below, the governing bodies of the County and the City must approve the Economic Impact Plan. This Economic Impact Plan may be approved by resolution of the County Commission or the Board of Mayor and Aldermen, whether or not the local charter provisions of the governing bodies provide otherwise. If either the County or the City make any changes to this Economic Impact Plan in connection with the County's or the City's approval hereof, such changes must be approved by the Board and the governing body of the City or County that did not make such change.

c. Once the Economic Impact Plan has been approved by the governing bodies of the County and the City, or just by the County, as is provided below, the Plan and related documentation shall be filed with the local taxing officials and the Comptroller of the State as required by the Tax Increment Act and annual statements of incremental tax revenues allocated to the Board shall be filed with the State

Board of Equalization as required by the Tax Increment Act. The Board will also comply with all other procedural requirements of the Tax Increment Act and other applicable laws.

If the County approves this Economic Impact Plan, the County's approval shall be effective even if the City does not approve this Economic Impact Plan, and the City's disapproval of this Economic Impact Plan shall not require the resubmission of this Economic Impact Plan to the County. In such event, all references in this Economic Impact Plan to the City or the City's obligations hereunder shall not be effective. If the City approves this Economic Impact Plan but this Economic Impact Plan is not approved by the County, then this Economic Impact Plan shall not be effective and shall be deemed disapproved by both the City and the County.

**Exhibit A**  
(to Economic Impact Plan)

Parcels within the Plan Area

Parcels as shown on the map on the following page.

066F E 010.00  
066F E 010.01





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

# FOMO APARTMENTS

710 Main Street Clarksville, Tennessee



project location

## Project Highlights:

### Number of Units

45 +- units

### Unit types / SF of units

Studios : 450-550 sf

One Bedroom : 650-700 sf

### Architecture

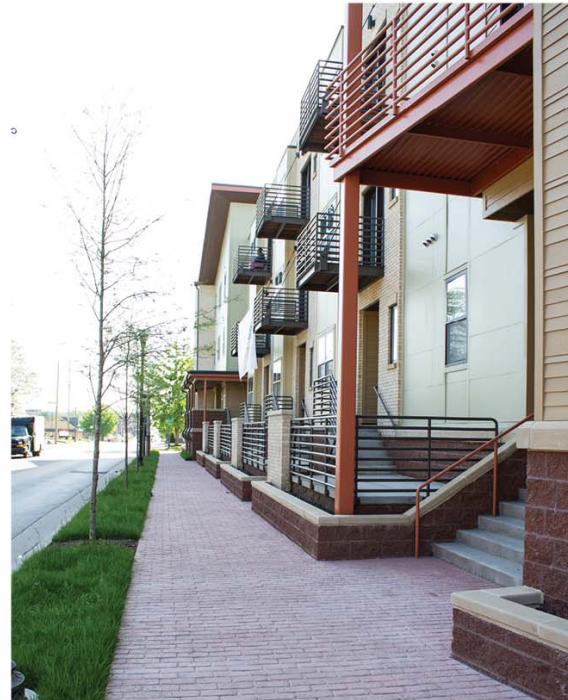
3 story Multi Family Structure

Majority of First Floor units will be walk up units with direct access to main street and 7th street

Central Laundry Facility

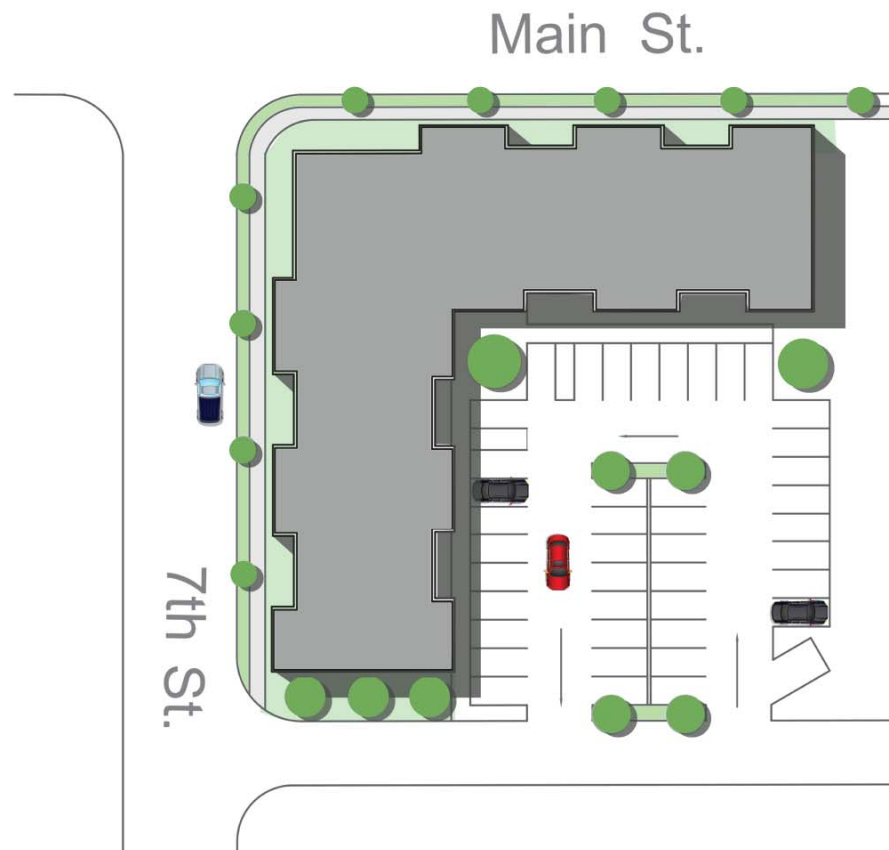
Energy Efficient Design and Principles

Elevations will be designed to be harmonious with the surrounding area



The proposed project will be designed to promote walk-ability and engage the street. Above is a project that represents that principal.

## Proposed Site plan:



An aerial photograph of a city street scene. In the foreground, there's a large parking lot with several cars parked. To the right, a large, multi-story brick building with many windows is visible. In the background, more city buildings and greenery are scattered across the landscape. The overall tone is slightly muted, with a soft focus.

## Project Data:

### Developer

Jennifer Willoughby

### Design Team

#### Architect:

Kline Swinney Associates

#### Civil:

McKay - Burchett

#### MP&E Engineers:

Gresham Engineering

Parsons Engineering

#### Fire Protection

Randall Barnes, Inc.

### Contractor

Mccall Construction

### Construction Schedule

15 months

### Construction Cost

\$5.4 M +/-



# Previous Local Projects Completed by the Developer:

- Courtland Apartments
- Gracey Court Apartments
- The Phoenix @ 611 Madison Street





## Previous Projects Completed by Designer:



**Questions ?**

**RESOLUTION TO APPROVE LEASE AGREEMENT FOR OPERATION  
OF CONCESSION STAND AT DOWNTOWN COMMONS PARK**

**WHEREAS**, Montgomery County, Tennessee, owns and maintains a park in downtown Clarksville for the gathering of persons, participation in events, and other uses named DOWNTOWN COMMONS; and

**WHEREAS**, those persons in the park desire access to a concession stand for the serving of “concessions” while enjoying the park; and

**WHEREAS**, there exists therein a small physical structure suitable for lease to a third party/private party for the sale of appropriate concessions which may be let for such purpose; and

**WHEREAS**, the presence of a private vendor operating an appropriate facility or concession stand would enhance the use of the park and the enjoyment of those persons enjoying the park; would provide an additional level of security and supervision of activities within the park; and would further enhance the park experience as has been requested by persons who have visited the park and requested concession items; and

**WHEREAS**, in addition to enhancing the use and pleasure of park to its visitors, the vendor would be assessed real and business personal property tax for the premises leased hereunder; and

**WHEREAS**, Montgomery County, to offer to lease said premises for such purposes, as required by law, prepared and submitted to the public at large a request for proposals to operate a concession stand selling appropriate concession items with a minimum number of hours and days as open for business during near the entirety of the hours of the park; and

**WHEREAS**, to make sure that all local vendors of interest could be aware of the same, the request for proposals were published as required by law and also delivered individually to twenty-one identifiable local vendors who might have an interest in submitting a proposal; and

**WHEREAS**, one proposal was received from a local vendor and after which, through discussions with the local vendor, appropriate terms and conditions in response to his proposal have been developed; and

**WHEREAS**, to complete the discussion of all terms and conditions to enter into such an agreement, approval of the County Commission is required; and

**WHEREAS**, Montgomery County recognizes that the bidder submitting a request for proposal will have limited space, will be required to invest capital for interior and exterior kitchen items and signage.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners, assembled in regular session this 8<sup>th</sup> day October, 2018, that the County Mayor of Montgomery County, Tennessee, is authorized to continue negotiations to complete and establish the terms and conditions of a two-year lease of a portion of the concession building (two rooms with an estimated square footage of 480 square feet and shared space of a restroom and bucket room for \$200.00 per month), and in exchange for the same, Golly G's Enterprises, LLC, a local vendor with other local operation points in the nearby area, would operate a concession, ice cream and sweet shop investing and making minor interior or exterior modifications with equipment and furniture as well as signage, as allowed by law and approved by Montgomery County to run a full service food establishment serving food and beverage options for breakfast, lunch, and dinner as well as dessert items. Further, the public operation of the concession stand will be from 8:00 a.m. until 9:00 p.m. Monday through Thursday; 8:00 a.m. until 10:00 p.m. on Friday; 9:00 a.m. until 10:00 p.m. on Saturday; and 11:00 a.m. until 9:00 p.m. on Sunday, at a minimum.

**IT IS FURTHER RESOLVED** that the County Mayor of Montgomery County, Tennessee, is granted the authority to reduce these general underlying minimal terms to writing, along with the terms of a typical commercial triple net lease, to run for two years and execute the same on behalf of Montgomery County.

**Duly passed and approved this 8<sup>th</sup> day of October, 2018.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**NOMINATING COMMITTEE**

**OCTOBER 8, 2018**

**DELINQUENT TAX SALES AND RELEASE COMMITTEE**

2-year terms (max 4 yrs)

Commissioner Charlie Keene nominated to serve his second two-year term to expire October, 2020.

## **COUNTY MAYOR NOMINATIONS**

**OCTOBER 8, 2018**

### **AIRPORT AUTHORITY LIAISON COMMITTEE**

2-yr term (max 4 yrs)

Commissioner Lisa Prichard nominated to serve a two-year term to expire October, 2020.

## **COUNTY MAYOR APPOINTMENTS**

**OCTOBER 8, 2018**

### **PERSONNEL ADVISORY COMMITTEE**

2-year term

Commissioner Carmelle Chandler appointed to replace Commissioner Joe Creek for a two-year term to expire May, 2020.



COUNTY COMMISSION MINUTES FOR

SEPTEMBER 10, 2018

SUBMITTED FOR APPROVAL OCTOBER 8, 2018

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, September 10, 2018, 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	David Harper	Lisa L. Prichard
Joshua Beal	Arnold Hodges	Chris Rasnic
Loretta J. Bryant	Garland Johnson	Rickey Ray
Brandon Butts	Charles Keene	Larry Rocconi
Carmelle Chandler	Jason D. Knight	Joe Smith
Joe L. Creek	Rashidah A. Leverett	Tangi C. Smith
John M. Gannon	James R. Lewis	Walker R. Woodruff

PRESENT: 21

ABSENT: None

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

**Mayor Durrett presented a Proclamation to Austin Jones for being named the 2017 Department of Defense Civilian Firefighter of the Year.**

**Mayor Jim Durrett was elected Chairperson of the Legislative Body.**

**The minutes of the August 13, 2018, meeting of the Board of Commissioners, were approved.**

**The following Resolutions were Adopted:**

- CZ-17-2018** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of C A J Holdings, LLC
- CZ-18-2018** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of DGTF Clark Enterprise, LLC  
Dwight Dickson/Wayne Miller Jr
- 18-9-1** Resolution to Fund Short Line Grant Match for the Montgomery County Rail Authority
- 18-9-2** Resolution to Amend the 2012 Edition of the International Building Code to Include a New Section 10162.2 Included in the 2015 and 2018 Editions  
Related to Large Scale Industrial and Manufacturing Facilities
- 18-9-3** Resolution to Adopt the 2019 Legislative Agenda as Presented by the Legislative Liaison Committee
- 18-9-4** Resolution to Amend the Montgomery County Highway Department's Budget for the Purchase of Asphalt Hot Mix
- 18-9-6** Resolution to Authorize Settlement of a Tax Dispute with Avanti Corp.

**The following Resolution was Deferred to the October 8<sup>th</sup> meeting:**

- 18-9-5** Resolution Amending the Clarksville-Montgomery County Growth Plan

**The County Clerk's Report for the month of August was Approved.**

**Reports Filed:**

1. Report on Debt Obligation, CMCSS
2. Annual Financial Report - MCSO
3. Annual Financial Report (Amended) – Trustee's Office
4. Trustee's Monthly Report for August
5. Building & Codes Monthly Report
6. CMCSS Quarterly Financial Report
7. CMCSS Quarterly Construction Report
8. Accounts & Budgets Monthly Report
9. Highway Department's Quarterly Report
10. Highway Department's Yearly Report

## **Nominating Committee Nominations Approved:**

### **AGRICULTURE COMMITTEE**

3-year term

Commissioner Rickey Ray nominated to fill the unexpired term of Commissioner Joe Weyant; term to expire January, 2020.

### **AUDIT COMMITTEE**

2-year term

Commissioner Joe Smith nominated to fill the unexpired term of Commissioner Audrey Tooley; term to expire December, 2019.

Commissioner Lisa Prichard nominated to fill the unexpired term of Commissioner Monroe Gildersleeve; term to expire December, 2019.

### **BEER BOARD**

3-year term

Commissioner Josh Beal nominated to fill the unexpired term of Commissioner Wallace Redd; term to expire July, 2019.

Commissioner Tangi Smith nominated to fill the unexpired term of Commissioner Audrey Tooley, (at-large member); term to expire July, 2021.

Commissioner Larry Rocconi nominated to fill the unexpired term of Commissioner Ron Sokol; term to expire July, 2021.

### **CHAIRMAN OF THE COUNTY LEGISLATIVE BODY**

1-year term

County Mayor Jim Durrett nominated to serve as Chairman for a one-year term to expire September, 2019.

### **CHAIRPERSON PRO TEMPORE OF THE LEGISLATIVE BODY**

1-year term

Commissioner John Gannon nominated to serve a one-year term to expire September, 2019.

### **COMMITTEE ON INVESTMENT**

2-year term

Commissioner Jason Knight nominated to fill the unexpired term of Commissioner Joe Weyant; term to expire September, 2019.

### **DELINQUENT TAX SALES AND RELEASE COMMITTEE**

2-year term

Commissioner Walker Woodruff nominated to fill the unexpired term of Commissioner Jason Hodges; term to expire October, 2019.

Commissioner Carmelle Chandler nominated to fill the unexpired term of Commissioner Martha Brockman; term to expire October, 2019.

### **ECONOMIC AND COMMUNITY DEVELOPMENT BOARD**

4-year term

Commissioner Joe Smith nominated to replace Commissioner Joe Weyant. Term will run coterminous with office.

### **ZONING APPEALS BOARD**

5-year term

Commissioner Rashidah Leverett nominated to fill the unexpired term of Commissioner Robert Gibbs; term to expire July, 2019.

## **Mayor Nominations Approved:**

### **BUILDING AND CODES COMMITTEE**

3-year term

Commissioner Rickey Ray nominated to fill the unexpired term of Commissioner Ron Sokol; term to expire August, 2020.

Commissioner Loretta Bryant nominated to fill the unexpired term of Commissioner John Genis; term to expire August, 2020.



**JUDICIAL COMMISSIONERS**

1-year term

Kathy Claiborne, (part-time), nominated to serve another one-year term to expire September, 2019.

**LIBRARY BOARD**

3-year term

Commissioner Jason Knight nominated to fill the unexpired term of Commissioner Monroe Gildersleeve; term to expire July, 2020.

**MONTGOMERY COUNTY HEALTH COUNCIL**

4-year term

Commissioner Loretta Bryant nominated to replace Commissioner Jason Hodges for a four-year term to expire September, 2022.

**MONTGOMERY COUNTY PARKS COMMITTEE**

2-year term

Commissioner Walker Woodruff nominated to replace Commissioner John Genis for a two-year term to expire June, 2020.

Commissioner Tangi Smith nominated to fill the unexpired term of Commissioner Audrey Tooley; term to expire June, 2019.

**PURCHASING COMMITTEE**

1-year term

Commissioner Carmelle Chandler nominated to fill the unexpired term of Commissioner Joe Weyant; term to expire January, 2019.

Commissioner Lisa Prichard nominated to fill the unexpired term of Commissioner Martha Brockman; term to expire January, 2019.

Commissioner Joshua Beal nominated to fill the unexpired term of Commissioner Monroe Gildersleeve; term to expire January, 2019.

Commissioner Rashidah Leverett nominated to fill the unexpired term of Commissioner Audrey Tooley; term to expire January, 2019.

**REGIONAL PLANNING COMMISSION**

4-year term

Commissioner Larry Rocconi nominated to replace Commissioner Robert Nichols (County Government), coterminous with his term in office.

Bill Kimbrough nominated to serve another four-year term as the County Mayor's representative, coterminous with the Mayor's term in office.

**RULES COMMITTEE**

2-year term

Commissioner Brandon Butts nominated to fill the unexpired term of Commissioner John Genis; term to expire January, 2019.

Commissioner Loretta Bryant nominated to fill the unexpired term of Commissioner Jason Hodges; term to expire January, 2019.

**VETERANS SERVICE ORGANIZATION**

4-year term

Commissioner James Lewis nominated to fill the unexpired term of Commissioner Monroe Gildersleeve; term to expire November, 2018.

Commissioner Tangi Smith nominated to fill the unexpired term of Commissioner Robert Nichols; term to expire November, 2019.

Commissioner Walker Woodruff nominated to fill the unexpired term of Commissioner John Genis; term to expire November, 2019.

**Mayor Appointments Approved:****BI-COUNTY SOLID WASTE MANAGEMENT BOARD**

6-year term

Commissioner John Gannon appointed to fill the unexpired term of Commissioner Tommy Vallejos; term to expire July, 2021.

Commissioner James Lewis appointed to fill the unexpired term of Commissioner Ed Baggett; term to expire July, 2022.

**BUDGET COMMITTEE**

1-yr term

Commissioner Rickey Ray appointed to fill the unexpired term of Commissioner Tommy Vallejos; term to expire January, 2019.

**LOSS CONTROL COMMITTEE**

2-year term

Commissioner Chris Rasnic appointed to fill the unexpired term of Commissioner Monroe Gildersleeve; term to expire August, 2019.

Commissioner James Lewis appointed to fill the unexpired term of Commissioner Ron Sokol; term to expire August, 2019.

**PERSONNEL ADVISORY COMMITTEE**

2-year term

Commissioner Loretta Bryant appointed to fill the unexpired term of Commissioner Monroe Gildersleeve; term to expire May, 2019.

Commissioner Rashidah Leverett appointed to replace Commissioner Jason Hodges for a two-year term to expire May, 2020.

**PORT AUTHORITY**

5-year staggered terms

Beverly Taylor appointed to a two-year term which will complete her consecutive five-year terms; term to expire September, 2020.

**SMR MUNICIPAL SOLID WASTE REGION BOARD**

6-year term

Commissioner Chris Rasnic appointed to fill the unexpired term of Ed Baggett; term to expire November, 2022.

**Mayor Appointments Announced:**

**CHAPLAIN OF LEGISLATIVE BODY**

1-year term

Commissioner Joe Creek appointed to serve a one-year term to expire September, 2018.

**CLARKSVILLE-MONTGOMERY COUNTY COMMUNITY ACTION AGENCY**

Commissioner Joshua Beal appointed to replace Commissioner Martha Brockman. Term to run coterminous with office.

**ECONOMIC DEVELOPMENT COUNCIL (EDC)**

2-year term

Commissioner Joe Smith appointed to replace Commissioner Tommy Vallejos for a two-year term to expire June, 2020.

**REGIONAL HISTORIC ZONING COMMISSION**

Dr. Amanda Walker appointed to replace Commissioner Robert Nichols as the RPC member for a five-year term to expire September, 2023.

Commissioner John Gannon appointed to serve another term coterminous with his term in office; expiring September, 2022.

**RESIDENTIAL DEVELOPMENT COMMISSION**

2-year term

Commissioner Joe Creek appointed to fill the unexpired term of Commissioner Wallace Redd; term to expire January, 2020.

**TWO RIVERS BOARD**

3-year term

Commissioner John Gannon appointed to fill the unexpired term of Commissioner Jason Hodges; term to expire October, 2019.

**The Board was adjourned.**

Submitted by:

Kellie A. Jackson

Kellie A. Jackson  
County Clerk





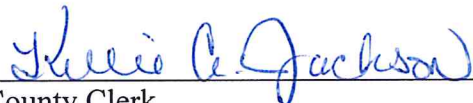
**County Clerk's Report**  
**October 8, 2018**

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of September, 2018.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Elected County Officials, Deputy County Officials, and Sheriff's Deputies, are approved as taken.

This report shall be spread upon the minutes of the Board of County Commissioners.

This the 8<sup>th</sup> day of October, 2018.

  
County Clerk



## OATHS OF ELECTED COUNTY OFFICIALS

NAME	OFFICE	DATE
Cheryl Castle	Circuit Court Clerk	09/04/2018
John M. Gannon, Sr.	County Commissioner, District 1	09/04/2018
Charles Keene	County Commissioner, District 2	09/04/2018
Joe Smith	County Commissioner, District 3	09/04/2018
Rickey Ray	County Commissioner, District 4	09/04/2018
Rashidah A. Leverett	County Commissioner, District 5	09/04/2018
Arnold Hodges	County Commissioner, District 6	09/04/2018
Brandon Butts	County Commissioner, District 7	09/04/2018
Tangi C. Smith	County Commissioner, District 8	09/04/2018
Carmelle Chandler	County Commissioner, District 9	09/04/2018
James R. Lewis	County Commissioner, District 10	09/04/2018
Joe L. Creek	County Commissioner, District 11	09/04/2018
Lisa L. Prichard	County Commissioner, District 12	09/04/2018
Walker R. Woodruff	County Commissioner, District 13	09/04/2018
Joshua Beal	County Commissioner, District 14	09/04/2018
David L. Harper	County Commissioner, District 15	09/04/2018
Loretta J. Bryant	County Commissioner, District 16	09/04/2018
Chris Rasnic	County Commissioner, District 17	09/04/2018
Jason D. Knight	County Commissioner, District 18	09/04/2018
Garland V. Johnson	County Commissioner, District 19	09/04/2018
Jerry Allbert	County Commissioner, District 20	09/04/2018
Larry A. Rocconi, Jr.	County Commissioner, District 21	09/04/2018
Carol A. Berry	School Board Member, District 1	09/04/2018
Danny Kittrell, Jr.	School Board Member, District 3	09/04/2018

## OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Whitney Allen	Deputy Circuit Court Clerk	09/04/2018
Patricia Arms	Deputy Circuit Court Clerk	09/04/2018
Denise W. Bishop	Deputy Circuit Court Clerk	09/04/2018
Melissa Bosworth	Deputy Circuit Court Clerk	09/04/2018
Courtney R. Briggs	Deputy Circuit Court Clerk	09/04/2018
Lori Brown	Deputy Circuit Court Clerk	09/04/2018
Ashley Burton	Deputy Circuit Court Clerk	09/04/2018
Elizabeth Cain	Deputy Circuit Court Clerk	09/04/2018
Lauran Chadwick	Deputy Circuit Court Clerk	09/04/2018
Laura Cheek	Deputy Circuit Court Clerk	09/04/2018
Brandi D. Cisco	Deputy Circuit Court Clerk	09/04/2018
LaDonna Sue Clinard	Deputy Circuit Court Clerk	09/04/2018
Laura J. Cooper	Deputy Circuit Court Clerk	09/04/2018
Leslie Davenport	Deputy Circuit Court Clerk	09/04/2018
Wendy Davis	Deputy Circuit Court Clerk	09/04/2018
Debra Dewberry	Deputy Circuit Court Clerk	09/04/2018
Taylor Dozier	Deputy Circuit Court Clerk	09/04/2018
Catherine Denise Dudley	Deputy Circuit Court Clerk	09/04/2018
Cynthia Elrod	Deputy Circuit Court Clerk	09/04/2018
Sara Evans-Bedolla	Deputy Circuit Court Clerk	09/04/2018

Dana B. Fields	Deputy Circuit Court Clerk	09/04/2018
Amanda Gray	Deputy Circuit Court Clerk	09/04/2018
Teresa F. Haines	Deputy Circuit Court Clerk	09/04/2018
Janet Harrison	Deputy Circuit Court Clerk	09/04/2018
Melissa Hart	Deputy Circuit Court Clerk	09/04/2018
Tara Hightower	Deputy Circuit Court Clerk	09/04/2018
Ruby M. Holder	Deputy Circuit Court Clerk	09/04/2018
Abigail Howard	Deputy Circuit Court Clerk	09/04/2018
Anita Jarman	Deputy Circuit Court Clerk	09/04/2018
Sarah E. Johnson	Deputy Circuit Court Clerk	09/04/2018
Tanya L. Keese	Deputy Circuit Court Clerk	09/04/2018
Rebecca Langford	Deputy Circuit Court Clerk	09/04/2018
Debbie LaPointe	Deputy Circuit Court Clerk	09/04/2018
Aleisha Lett	Deputy Circuit Court Clerk	09/04/2018
Stephanie Lindberg	Deputy Circuit Court Clerk	09/04/2018
Jamie Luton	Deputy Circuit Court Clerk	09/04/2018
Angela M. Martin	Deputy Circuit Court Clerk	09/04/2018
Paige Miller	Deputy Circuit Court Clerk	09/04/2018
Kristie Mixon	Deputy Circuit Court Clerk	09/04/2018
Ashley M. Moore	Deputy Circuit Court Clerk	09/04/2018
Sherri Morgan	Deputy Circuit Court Clerk	09/04/2018
Danielle Myers	Deputy Circuit Court Clerk	09/04/2018
Mary Phillips	Deputy Circuit Court Clerk	09/04/2018
Penny R. Pyle	Deputy Circuit Court Clerk	09/04/2018
Sonia Realmontes	Deputy Circuit Court Clerk	09/04/2018
Betsy Richardson	Deputy Circuit Court Clerk	09/04/2018
Patricia Ruth	Deputy Circuit Court Clerk	09/04/2018
Melissa Senseney	Deputy Circuit Court Clerk	09/04/2018
Kendall Thomas-Welsh	Deputy Circuit Court Clerk	09/04/2018
Crissa Tilton	Deputy Circuit Court Clerk	09/04/2018
Lauren Weide	Deputy Circuit Court Clerk	09/04/2018
Deborah Whitehead	Deputy Circuit Court Clerk	09/04/2018
Denise L. Williams	Deputy Circuit Court Clerk	09/04/2018
Rachel Zink	Deputy Circuit Court Clerk	09/04/2018
Leigh Lucas	Deputy Circuit Court Clerk	09/10/2018
Patricia Arms	Jury Coordinator	09/04/2018
Ashley Burton	Jury Coordinator	09/04/2018
Cheryl J. Castle	Jury Coordinator	09/04/2018
Tara Hightower	Jury Coordinator	09/04/2018
Denise Williams	Jury Coordinator	09/04/2018

#### OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Jonas Jackson	Deputy Sheriff	09/04/2018
Peter Millan	Deputy Sheriff	09/04/2018
Dominick Sacco	Deputy Sheriff	09/04/2018



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 October 08,2018

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. PATRICIA BASSETT	132 JOY DR CLARKSVILLE TN 37043 931-551-9066	132 JOY DR CLARKSVILLE TN 37043 931-551-9066
2. ERRICA L BRADLEY	262 AMBER WAY CLARKSVILLE TN 37042 931 284 1397	3301 FT CAMPBELL BLVD CLARKSVILLE TN 37042 931 552 8682
3. CHELSEY BROWN	715 WEST CREEK DR. CLARKSVILLE TN 37040 931-561-1130	2300 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-920-3070
4. LAUREN BUCHHOLZ	821 BURTON TRAIL ADAMS TN 37010 931 624 4439	2155 LOWES DR CLARKSVILLE TN 37040 931 274 7540
5. ANDREAS BUNJOR	230 CLEARVIEW DR CLARKSVILLE TN 37043 931 561 1260	1810 MADISON ST CLARKSVILLE TN 37043 931 648 3071
6. ALYSON GRIMES CHANEY	1028 SHADY GROVE RD CLARKSVILLE TN 37043 931 206 2747	105 SOUTH THRID ST CLARKSVILLE TN 37040 931 647 0200
7. CAROL DAVIS	4451 LOUISE ROAD CUMBERLAND FURNACE TN 37051 931 217 0025	430 GREENWOOD AVE CLARKSVILLE TN 37040 931 542 5065
8. WENDY DAVIS	925 ATTAWAY RD CLARKSVILLE TN 37040 931-624-1564	2 MILLENNIUM PLAZA CLARKSVILLE TN 37040 931-648-7681
9. JOAN M DEWALD	847 RIVER RUN CLARKSVILLE TN 37043 931 551 8086	1301 PEACHERS MILL RD CLARKSVILLE TN 37042 931 572 9152
10. BRITTANI B DIAL	1141 OLD MACK RD. CLARKSVILLE TN 37040 931-387-1100	308 S SECOND ST. CLARKSVILLE TN 37040 931-552-1480
11. JENNIFER EARLS	1308 BEAR CT. CLARKSVILLE TN 37042 931-338-1853	1925A FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931-645-3111
12. HARRIET ELLECHEL	3389 SUMMERFIELD DR CLARKSVILLE TN 37042 931 444 4918	3402 CAINLO DR STE 900 CLARKSVILLE TN 37042 931 614 0877

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Notaries to be elected October 08,2018

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. ANDREA GREEN	1744 BROADRIPPLE DR CLARKSVILLE TN 37042 931 278 1496	2050 LOWES DR CLARKSVILLE TN 37040 931 431 2165
14. TRACEY HENDRICKSON	403 SANGO RD CLARKSVILLE TN 37043 931 206 3159	116 CENTER POINTE DR CLARKSVILLE TN 37040 931 647 0677
15. SARAH L HINES	6335 HIGHWAY 48 NORTH CUMBERLAND FURNACE TN 37051 615 788 0048	212 MADISON STREET 2ND FLOOR CLARKSVILLE TN 37040 931 647 5959
16. ROBERT L HUNTER	915 POPPY DRIVE CLARKSVILLE TN 37042 931 906 5041	
17. DEBORAH JACKSON	4051 BUDDS CREEK RD CUNNINGHAM TN 37052 931 326 5663	2231-A MADISON ST CLARKSVILLE TN 37043 931 503 2799
18. TRACY P KNIGHT	179 MAPLEMERE DRIVE CLARKSVILLE TN 37040 931 553 1554	121 S THIRD ST CLARKSVILLE TN 37040 865 803 2339
19. ALISON J KRUGER	4610 SANGO RD CLARKSVILLE TN 37043 931 216 3688	350 PAGEANT LN SUITE 502 CLARKSVILLE TN 37040 931 648 5711
20. NICOLE LAZENBY	1523 NOLEN RD APT 731 CLARKSVILLE TN 37040 423-771-3462	1680 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 9312210656
21. ELBERT MATHIS	362 PEABODY DR APT 1 CLARKSVILLE TN 37042 615 540 2972	1680 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931 221 0656
22. MEAGAN MILLER	1236 WINTERSET DR CLARKSVILLE TN 37040 931 338 2945	2050 LOWES DR CLARKSVILLE TN 37040 931 431 6800
23. PATRICIA A MILLER	100 OBSERVATORY DR CLARKSVILLE TN 37040 931-552-7258	1 PUBLIC SQUARE CLARKSVILLE TN 37040 931-648-6149
24. AUGUST D MORRIS	147 BUTTERMERE DR CLARKSVILLE TN 37040 615 594 9596	116 N 2ND ST STE B12 CLARKSVILLE TN 37040 931 320 9573



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Notaries to be elected October 08, 2018

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. CODA D NICKLE	3705 WINDMILL COURT CLARKSVILLE TN 37040 309 255 6042	101 NORTH THIRD ST CLARKSVILLE TN 37040 931 647 5242
26. LINDSAY PERALES	1133 N JA TATE DR CLARKSVILLE TN 37043 615 828 4562	2600 WILMA RUDOLPH BLVD. CLARKSVILLE TN 37040 931 645 8900
27. SHERRY D PLUNKETT	3829 BENJAMIN DR CLARKSVILLE TN 37040 931 206 4266	105 SOUTH THIRD STREET CLARKSVILLE TN 37040 931 647 0200
28. JENNIFER L REED	937 LINDSEY DR CLARKSVILLE TN 37042 615 497 2644	649 PROVIDENCE BLVD CLARKSVILLE TN 37042 931 274 7510
29. SHELBY SABATTINI	1114 ABNER DR CLARKSVILLE TN 37043 931 257 8911	1114 ABNER DR CLARKSVILLE TN 37043 931 257 8911
30. AIMEE LYNN SOUTHORN	3295 N SENSENEY CIRCLE CLARKSVILLE TN 37042 615 578 5857	409 MADISON ST CLARKSVILLE TN 37040 931 647 6400
31. CHIANN THOMAS	130 W CONCORD DR APT L CLARKSVILLE TN 37042 931 614 8120	223 N 2ND ST SUITE 5 CLARKSVILLE TN 37040 931 614 8120
32. JESSICA TODD	503 CEDAR VALLEY DR CLARKSVILLE TN 37043 615 556 7827	4155 LAFAYETTE RD HOPKINSVILLE KY 42240 931 221 8928
33. CHASITY TUCKER	253 HAROLD DR CLARKSVILLE TN 37040 931 802 0834	2300 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 920 3070
34. FOREST TUCKER	1955 MEMORIAL DR APT A6 CLARKSVILLE TN 37043 931 561 4626	2050 LOWES DR CLARKSVILLE TN 37043 931 431 6800
35. LISA WARLING	651 STURDIVANT DR CLARKSVILLE TN 37042 580 647 3825	908 MAX CT CLARKSVILLE TN 37042 931 896 2182
36. JACKSON G WEYANT	314 MEADOW GREEN DR. CLARKSVILLE TN 37043 931-472-5174	128 N SECOND ST. SUITE 204 CLARKSVILLE TN 37040 931-503-9089
37. MOLETHIA WILDER	723 SLEEK FOX DR CLARKSVILLE TN 37040 931 561 9195	



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Notaries to be elected October 08,2018

<u>NAME</u>	<u>HOME ADDRESS AND PHONE</u>	<u>BUSINESS ADDRESS AND PHONE</u>
38. MEGAN YORK	2551 MORRISON LANE CLARKSVILLE TN 37040 931-561-1063	120 COMMERCE STREET CLARKSVILLE TN 37040 931-648-0611