

**CALL TO ORDER** – Sheriff Fuson

**PLEDGE OF ALLEGIANCE** – Commissioner David Harper

**INVOCATION** – Chaplain Joe Creek

**ROLL CALL**

**PRESENTATION**

1. Proclamation – Rusty Evans, Retirement
2. Proclamation – Jeff Burkhardt, Home Builders Association

**ZONING RESOLUTIONS**

**CZ-28-2021**            Application of Real Property Holdings, Inc. from AG to R-2D

**CZ-29-2021**            Application of Ralph D. Bellamy from AG to M2

**CZ-30-2021**            Application of Ary Kim from R-1 to R-4

**ZONING DEFERRED FROM OCTOBER**

**CZ-25-2021**            Application of Gayle Lockerman from R-1 to R-4

**CZ-27-2021**            Application of William Griffy from AG to R-1

**CONSENT AGENDA**

*\*All items in this portion of the agenda are considered to be routine and non-controversial by the County Commission and may be approved by one motion; however, a member of the County Commission may request that an item be removed for separate consideration.*

**21-11-1\***            Resolution to Adopt a Redistricting Plan for Montgomery County, Tennessee

**21-11-2\***            Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2021-22 CMCSS School Budget

**21-11-3\***            Resolution to Sell Montgomery County's Surplus Property and Delinquent Tax Property, which Pursuant to Local Agreement with the City of Clarksville, Will Liquidate the Property in Favor of City Taxes Owed and/or Montgomery County Taxes Owed

**21-11-4\***            Resolution to Accept Grant Funds for the Montgomery County Animal Care and Control from PETCO

- 21-11-5\*** Resolution of the County Commission of Montgomery County, Tennessee Authorizing the Execution of an Amendment to Purchase Agreement and Inter Local Agreement Relating to the Acquisition of a Site to be Used for School Facilities
- 21-11-6\*** Resolution to Amend the Budgets of Various Funds for Fiscal Year 2022 in Certain Areas of Revenues and Expenditures
- 21-11-10\*** Resolution Amending the Budget of the Montgomery County Emergency Medical Services to Increase the Pay of Emergency Medical Services Personnel
- 21-11-11\*** Resolution to Convey an Easement At and Near Civitan Park
- Adoption:**     \* Commission Minutes dated October 11, 2021  
                  \* County Clerk’s Report and Notary List  
                  \* County Mayor Nominations  
                  \* Highway Department Road Reports – July 2021 through Sept 2021

## **RESOLUTIONS**

- 21-11-7** Resolution to Request the General Assembly to Enact a Private Act Related to Montgomery County General Sessions Court Judge’s Compensation
- 21-11-8** Resolution to Authorize the Execution of a Purchase Sales Agreement and Lease to Purchase Property on Third Street and Hiter Street for Future Court Services Expansion
- 21-11-9** Resolution Authorizing Funding in an Amount Not to Exceed Seven Million Dollars (\$7,000,000) for Purchase of Properties on Third Street and Hiter Street

## **UNFINISHED BUSINESS**

## **REPORTS FILED**

1. MoCo Capital Projects Quarterly Report
2. Airport Quarterly Report
3. Building & Codes Monthly Reports
4. **Driver Safety Reports – July, August, September 2021**
5. **Accounts & Budgets Monthly Reports**

## **ANNOUNCEMENTS**

## **SPECIAL RECOGNITION**

1. Veterans

## **ADJOURN**

# MONTGOMERY COUNTY GOVERNMENT



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## PROCLAMATION

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### By The County Mayor

- WHEREAS,** *Russell M. Evans, Jr. also known as "Rusty" to his family, friends and wife, Sue Cloud Evans, are residents of Montgomery County, TN; they have two children – Emily Evans and Bennett Evans; and*
- WHEREAS,** *Rusty graduated from Joelton High School, and attended The University of Tennessee at Martin where he studied Animal Science before receiving his master's degree in Agriculture Extension Education at The University of Tennessee, Knoxville; and*
- WHEREAS,** *Rusty began his career with The University of Tennessee Montgomery County Agriculture Extension in November 1977 as Agriculture Extension Agent and taught 4-H clubs for 25 years, which included Beef, Sheep, Poultry and Wildlife projects. He later received the assignment of assisting farmers with row crop, livestock, and tobacco questions; and*
- WHEREAS,** *Rusty has received several awards and served as treasurer for the Tennessee Association of Agriculture Agents & Specialists. He's a Church of Christ member, former Elder at Hilldale Church of Christ, former Deacon of Madison Street Church of Christ, and member of the Governor's Club at APSU, and a Leadership Clarksville alumni; and*
- WHEREAS,** *Rusty has been a dedicated employee committed to public service and his knowledge and expertise about agriculture has been a valuable asset to Montgomery County; and*
- WHEREAS,** *Montgomery County is fortunate to have had him as one of its outstanding public servants. He will certainly be missed by his friends and co-workers; and*
- WHEREAS,** *We hope that Rusty will enjoy spending his well-deserved retirement years with his family and will take time to enjoy his hobbies of reading, gardening, attending football and basketball games at APSU, and attending football games at The University of the Tennessee – Go Vols!*

**NOW, THEREFORE, I, JIM DURRETT,** Mayor of Montgomery County, Tennessee do hereby recognize and honor **Rusty Evans** for his 44 years of service to the citizens of Montgomery County. We hope his retirement years are filled with happiness and good health!!

  
County Mayor

# MONTGOMERY COUNTY GOVERNMENT



## PROCLAMATION

### By The County Mayor

- WHEREAS,** *on November 2, 2021, Jeff Burkhart was inducted into the State of Tennessee Building Industry Hall of Fame, which is one of the highest honors awarded by the Home Builders Association.*
- WHEREAS,** *Jeffery Darrell Burkhart is a lifelong resident of Clarksville Montgomery County, Tennessee; and*
- WHEREAS,** *Jeff graduated from Northwest High School in 1980 and received an associate degree in Fire Science from Volunteer State Community College in 2014; and*
- WHEREAS,** *shortly after graduating high school, Jeff began working for the City of Clarksville at the Gas & Water Department. In 1985, Jeff transferred to the Fire Department and worked his way up through the ranks to the leadership role of Assistant Fire Chief in 2001; and*
- WHEREAS,** *in addition to working at the Fire Department, Jeff began his career in the construction industry. He has since grown a successful business by developing and building commercial and residential properties; and*
- WHEREAS,** *Jeff became a member of the Clarksville Home Builders Association in 1986 where he served multiple terms as president. In 2015 he was honored to serve as president for the Tennessee State Home Builders Association. He also has served as director to the National Association of Home Builders; and*
- WHEREAS,** *Jeff was elected to the Clarksville City Council in 2008 and served the maximum of 12 years. He has one daughter, Meredith Grace Burkhart who attends Lipscomb University and Jeff is engaged to his significant other, Cindy Greene.*

**NOW, THEREFORE, I, JIM DURRETT,** Mayor of Montgomery County, Tennessee, and on behalf of the Board of County Commissioners and the citizens of this community, do hereby congratulate **Mr. Jeffery Darrell Burkhart** for being inducted into the State of Tennessee Building Industry Hall of Fame. We thank him for his years of dedication to the Clarksville Montgomery County Home Builders Association!

  
County Mayor



**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
REAL PROPERTY HOLDINGS, INC.**

WHEREAS, an application for a zone change from AG Agricultural District to R-2D Two-Family Residential District has been submitted by Real Property Holdings, Inc. and

WHEREAS, said property is identified as County Tax Map 063, parcel 007.06 (po), containing 3.62 acres, situated in Civil District 13, located Property fronting on the west frontage of Hornbuckle Rd., west of the Hornbuckle Rd. & Larson Ln. intersection; and

WHEREAS, said property is described as follows:

Beginning at a point in the western right-of-way of Hornbuckle Road, said point being 50 feet, more or less, south of the centerline of Arrow Lane, as measured along the western right-of-way of Hornbuckle Road, said point also being the southeastern corner of the herein described property; Thence on a curve to the right, said curve having an arc length of 38.86', radius of 25.00', and being subtended by a chord having a bearing of South 46°48'44" West for a distance of 35.06' to a point; Thence North 88°39'35" West for a distance of 50.00 feet, more or less, to a point; Thence on a curve to the right, said curve having an arc length of 68.62', radius of 189.69', and being subtended by a chord having a bearing of North 78°17'46" West for a distance of 68.25' to a point; Thence on a curve to the left, said curve having an arc length of 68.33', radius of 189.69', and being subtended by a chord having a bearing of North 78°15'06" West for a distance of 67.96' to a point; Thence North 05°00'55" West for a distance of 584.85 feet, more or less, to a point; Thence North 75°53'59" East for a distance of 295.24 feet, more or less, to a point; Thence South 02°17'02" East for a distance of 659.92 feet, more or less, to the point of beginning. Said Tract contains 3.62 acres more or less.

WHEREAS, the Planning Commission staff recommends DISAPPROVAL 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 November, 2021, that the zone classification of the property of Real Property Holdings, Inc. from AG to R-2D is hereby approved.

Duly passed and approved this 8th day of November, 2021.

Sponsor  
Commissioner  
Approved

  
\_\_\_\_\_

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

County Mayor

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
RALPH D BELLAMY**

WHEREAS, an application for a zone change from AG Agricultural District to M-2 General Industrial District has been submitted by Ralph D Bellamy and

WHEREAS, said property is identified as County Tax Map 016, parcel 007.00, containing 199.4 +/- acres, situated in Civil District 13, located Property fronting on the southeast frontage of Guthrie Highway, 2,910 +/- feet southwest of the Guthrie highway & Hampton Station Rd. 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 November, 2021, that the zone classification of the property of Ralph D Bellamy from AG to M-2 is hereby approved.

Duly passed and approved this 8th day of November, 2021.

Sponsor \_\_\_\_\_  
Commissioner Joe Krub  
Approved \_\_\_\_\_

County Mayor

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

"EXHIBIT A"

Beginning at a new iron pin, said pin being the northeast corner of Allensworth Farm Partners, LLC, Volume 1730 Page 5, said pin being in the southern right-of-way of US79/SR13 (Guthrie Highway), Thence with said southern right-of-way, with a curve to the left, with a radius of 5560.22, a length of 819.63, and being subtended by a chord bearing North 60 degrees 20 minutes 16 seconds East 818.89 feet to a new iron pin; Thence continuing with said right-of-way, North 56 degree 06 minutes 53 seconds East 1293.42 feet to an iron pin, said pin being the western corner of David T. Bellamy, Volume 1568 Page 516; Thence with the western line of David Bellamy, South 33 degrees 27 minutes 36 seconds East 549.19 feet to an iron pin; Thence with the southern line of David Bellamy, North 56 degrees 31 minutes 23 seconds East 514.30 feet to an iron pin;

Thence with the eastern line of David Bellamy, North 24 degrees 49 minutes 55 seconds West 124.52 feet to a new iron pin at the southwest corner of Steven E. Fidler, Volume 362 Page 1700; Thence with the southern line of Fidler, North 68 degrees 12 minutes 15 seconds East 378.69 feet to a new iron pin in the western line of John Johnson Teeter, ET AL, Volume 1418 Page 1274; Thence with the western and southern lines of Teeter the following calls: South 7 degrees 40 minutes 22 seconds East 1680.67 feet to an existing set stone; North 89 degrees 39 minutes 59 seconds West 218.57 feet to an existing set stone; South 3 degrees 21 minutes 26 seconds East 535.53 feet to a new iron pin; Thence with the southern line of Oliver, South 82 degrees 18 minutes 33 seconds East 562.47 feet to an iron pin the northern right-of-way of the RJ Corman Railroad Company (no recorded information); Thence with said northern right-of-way, South 56 degrees 56 minutes 58 seconds East 3913.07 feet to an old iron pin at the southeast corner of CF Coatimundi CKV LLC, Volume 2118 Page 2284; Thence with the eastern line of CF Coatimundi CKV, and the eastern line of Allensworth, North 8 degrees 40 minutes 08 seconds East 1992.63 feet to an existing King Post in the eastern line of Allensworth;

Thence with the eastern and southern lines of Allensworth the following calls: North 21 degrees 51 minutes 51 seconds West 453.76 feet to an existing King post; North 80 degrees 27 minutes 13 seconds West 941.35 feet to an existing King post; Thence North 8 degrees 08 minutes 30 seconds East 747.69 feet to the point of beginning, containing 192.42 acres.

Also including: Beginning at an existing concrete monument In the southern right-of-way of U.S. Highway 79, said concrete monument being 0.4 miles, more or less, East of Hampton Station Road, as measured along the said southern right-of-way, said concrete monument being the northwestern corner of the Ricky A. Gregory, ET UX property, as recorded in O.R.V. 512, Page 683, R.O.M.C.T.; Thence leaving the said southern right-of-way, and with the western line of the said Gregory property, and with the western line of the Steven E. Fidler, ET UX property, as recorded in O.R.V. 362, Page 1700, R.O.M.C.T., South 26 degrees 06 minutes 49 seconds East, passing an iron pin (old) at 281.31 feet, in all 564.62 feet to an iron pin (new); Thence on a new severance line, South 55 degrees 17 minutes 48 seconds West 514.44 feet to an iron pin (new); Thence on another new severance line, North 34 degrees 42 minutes 12 seconds West 549.15 feet to an iron pin (new), said iron pin being in the southern right-of-way of U.S. Highway 79; Thence with the said southern right-of-way for the next 6 calls as follows: North 54 degrees 55 minutes 00 seconds East 40.21 feet to a point; Thence South 35 degrees 59 minutes 00 seconds East 5.00 feet to an existing concrete monument; Thence North 54 degrees 55 minutes 00 seconds East 312.68 feet to a point; Thence on a curve to the left, said curve having a radius of 5729.58 feet, an arc length of 83.57 feet, a chord bearing of North 54 degrees 29 minutes 56 seconds East, a chord distance of 83.56 feet, and a delta angle of 00 degrees 50 minutes 08 seconds to an existing concrete monument; Thence North 35 degrees 56 minutes 00 seconds West 5.00 feet to a point; Thence on a curve to the left, said curve having a radius of 5729.58 feet, an arc length of 162.43 feet, a chord bearing of North 53 degrees 18 minutes 44 seconds East, a chord distance of 162.42 feet, and a delta angle of 01 degree 37 minutes 27 seconds to the point of beginning. said herein portion containing 7.00 acres

Combined descriptions containing 199.4 +/- acres.

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
ARY KIM**

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 Ary Kim and

WHEREAS, said property is identified as County Tax Map 039, parcel 022.00, containing 1.6 acres, situated in Civil District 13, located Property fronting on the east frontage of Rollow Ln., 1,785 +/- feet north of the Rossview Rd. & Rollow Ln. intersection.; and

WHEREAS, said property is described as follows:

Beginning at a point, said point being 1,655 +/- feet north of the Rossview Rd. & Rollow Ln. intersection, said point being in the eastern R.O.W. margin of Rollow Ln. & further identified as the northwest corner of the Rachel P. Stephens property, thence in a northerly direction 227 +/- feet with the eastern R.O. W. margin of Rollow Ln. to a point, said point being the southwest corner of the Christopher S. Blackwell property, thence in a easterly direction 308 +/- feet with the southern boundary of the Christopher S. Blackwell property to a point, said point being in the western boundary of the Gwaltney Properties Addison LLC, thence in a southerly direction 228 +/- feet with the western boundary of the Gwaltney Properties Addison LLC to a point, said point being the northeast corner of the Rachel P. Stephens property, thence in a westerly direction 308 +/- feet with the northern property boundary of the Rachel P. Stephens property to the point of beginning, said herein described tract containing 1.6 +/- 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 November, 2021, that the zone classification of the property of Ary Kim from R-1 to R-4 is hereby approved.

Duly passed and approved this 8th day of November, 2021.

Sponsor  
Commissioner  
Approved

  
\_\_\_\_\_  
\_\_\_\_\_

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

County Mayor



## COUNTY ZONING ACTIONS

The following case(s) will be considered for final action at the formal session of the Board of County Commissioners meeting on: **Monday, November 8, 2021**. The public hearing will be held on: **Monday, November 1, 2021**.

CASE NUMBER: CZ-28-2021

Applicant: Real Property Holdings, Inc.

Location: Property fronting on the west frontage of Hornbuckle Rd., west of the Hornbuckle Rd. & Larson Ln. intersection

Request: AG Agricultural District to  
R-2D Two-Family Residential District

County Commission District: 15

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CASE NUMBER: CZ-29-2021

Applicant: Ralph D Bellamy

Agent: CS Clarksville Chris Goodman

Location: Property fronting on the southeast frontage of Guthrie Highway, 2,910 +/- feet southwest of the Guthrie highway & Hampton Station Rd. intersection.

Request: AG Agricultural District to  
M-2 General Industrial District

County Commission District: 19

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CASE NUMBER: CZ-30-2021

Applicant: Ary Kim

Location: Property fronting on the east frontage of Rollow Ln., 1,785 +/- feet north of the Rossview Rd. & Rollow Ln. intersection.

Request: R-1 Single-Family Residential District to  
R-4 Multiple-Family Residential District

County Commission District: 19

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

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**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE** 10/26/2021

**CASE NUMBER:** CZ - 28 - 2021

**NAME OF APPLICANT:**Real Property

Holdings, Inc.

**AGENT:**

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**GENERAL INFORMATION**

**TAX PLAT:** 063

**PARCEL(S):** 007.06 (po)

**ACREAGE TO BE REZONED:** 3.62

**PRESENT ZONING:** AG

**PROPOSED ZONING:** R-2D

**EXTENSION OF ZONING**

**CLASSIFICATION:** NO

**PROPERTY LOCATION:** Property fronting on the west frontage of Hornbuckle Rd., west of the Hornbuckle Rd. & Larson Ln. intersection

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 15

**CIVIL DISTRICT:** 11

**DESCRIPTION OF PROPERTY:** A rectangular portion of tract that is wooded.

**APPLICANT'S STATEMENT  
FOR PROPOSED USE:**

**GROWTH PLAN AREA:** UGB

**PLANNING AREA:** Sango

**PREVIOUS ZONING HISTORY:**

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

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

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

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

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

No gravity sewer available.

#### 2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Comments received from department and they had no concerns.

#### 3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

#### 4. CDE/CEMC:

No Comment(s) Received

#### 5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

#### 6. POLICE DEPT/SHERIFF'S OFFICE:

No Comment(s) Received

#### 7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

Comments received from department and they had no concerns.

#### 8. SCHOOL SYSTEM:

ELEMENTARY: CARMEL

MIDDLE SCHOOL: ROSSVIEW

HIGH SCHOOL: ROSSVIEW

Rossview Middle & Rossview High are in the 2nd fastest growing region in Mont. County. Rossview Middle is at 118% capacity and currently has 12 portable classrooms, Rossview High is at 113% capacity and currently has 8 portables. This continued student growth necessitates additional action to address building capacity growth and school bus transportation needs in Mont. County. This development could contribute add additional students & require additional infrastructure & funding. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District.

#### 9. FT. CAMPBELL:

#### 10. OTHER COMMENTS:

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**  
**STAFF REVIEW - ZONING**

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

**IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT:** Increased multi-family density.

**INFRASTRUCTURE:**

**WATER SOURCE:** CITY

**SEWER SOURCE:** CITY

**STREET/ROAD ACCESSIBILITY:** Hornbuckle Lane

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**14**

**POPULATION:**

**37**

**APPLICABLE LAND USE PLAN**

Sango Planning Area: Growth rate for this area is above the overall county average. US 41-A South is the major east-west corridor spanning this area & provides an alternative to I-24 as a route to Nashville. SR 12 is also a corridor that provides a good linkage to employment, shopping and schools and should continue to support future growth in this portion of the planning area.

**STAFF RECOMMENDATION:**      **DISAPPROVAL**

- 1.** The proposed zoning request is inconsistent with the adopted Land Use Plan.
- 2.** The proposed request appears to be out of character with the surrounding development pattern & is separated from the node of similar & more intense uses that exist on the southern portion of Hornbuckle Rd.
- 3.** Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.
- 4.**
- 5.**





**CZ-28-2021**

**APPLICANT:**

REAL PROPERTY  
HOLDINGS, INC

**REQUEST:**

**AG  
TO  
R-2D**

**MAP & PARCEL**

063 00706

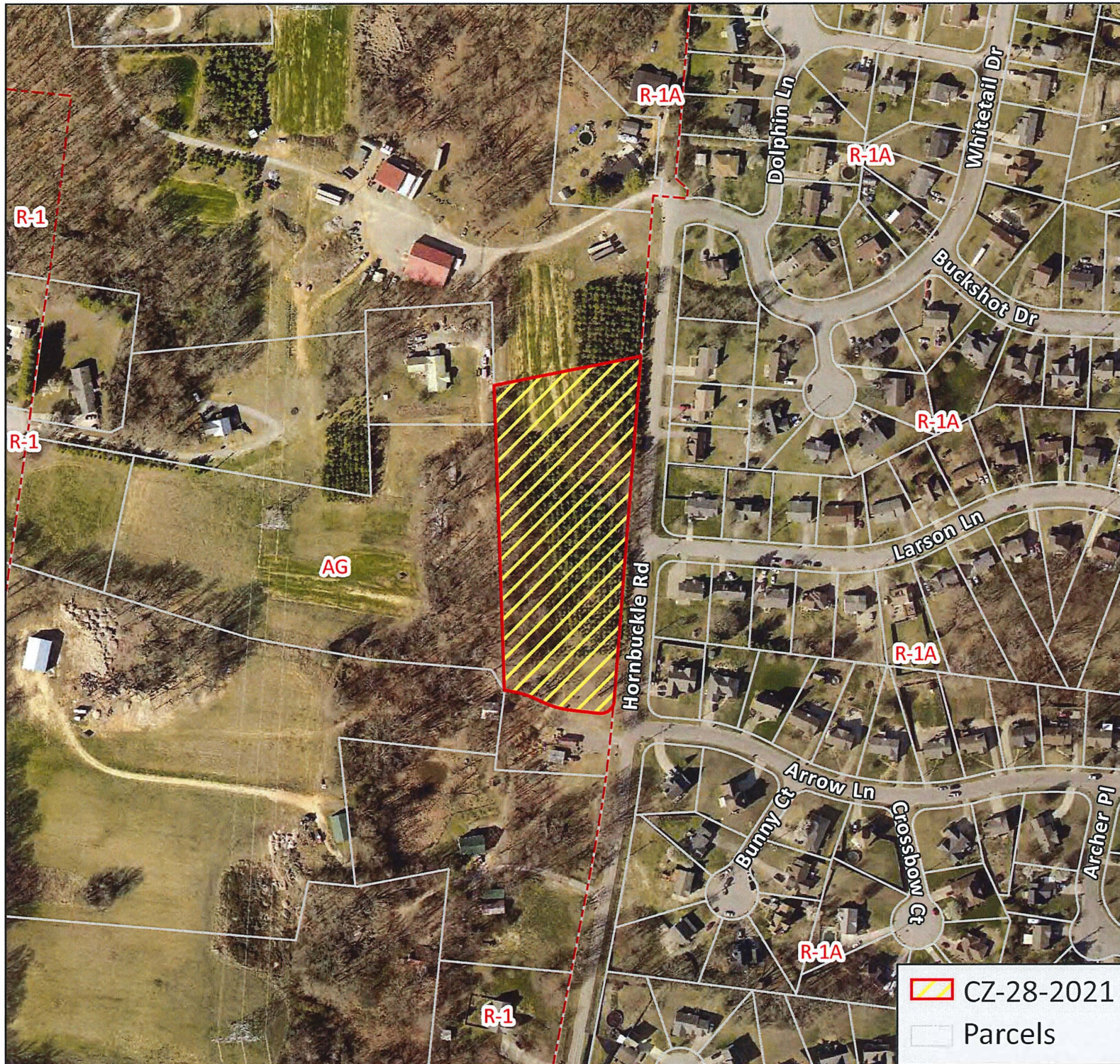
**ACRES +/-**  
3.62

Scale: 1:8,000



9/28/2021





**CZ-28-2021**

**APPLICANT:**

REAL PROPERTY  
HOLDINGS, INC

**REQUEST:**

**AG**  
**TO**  
**R-2D**

**MAP & PARCEL**

063 00706

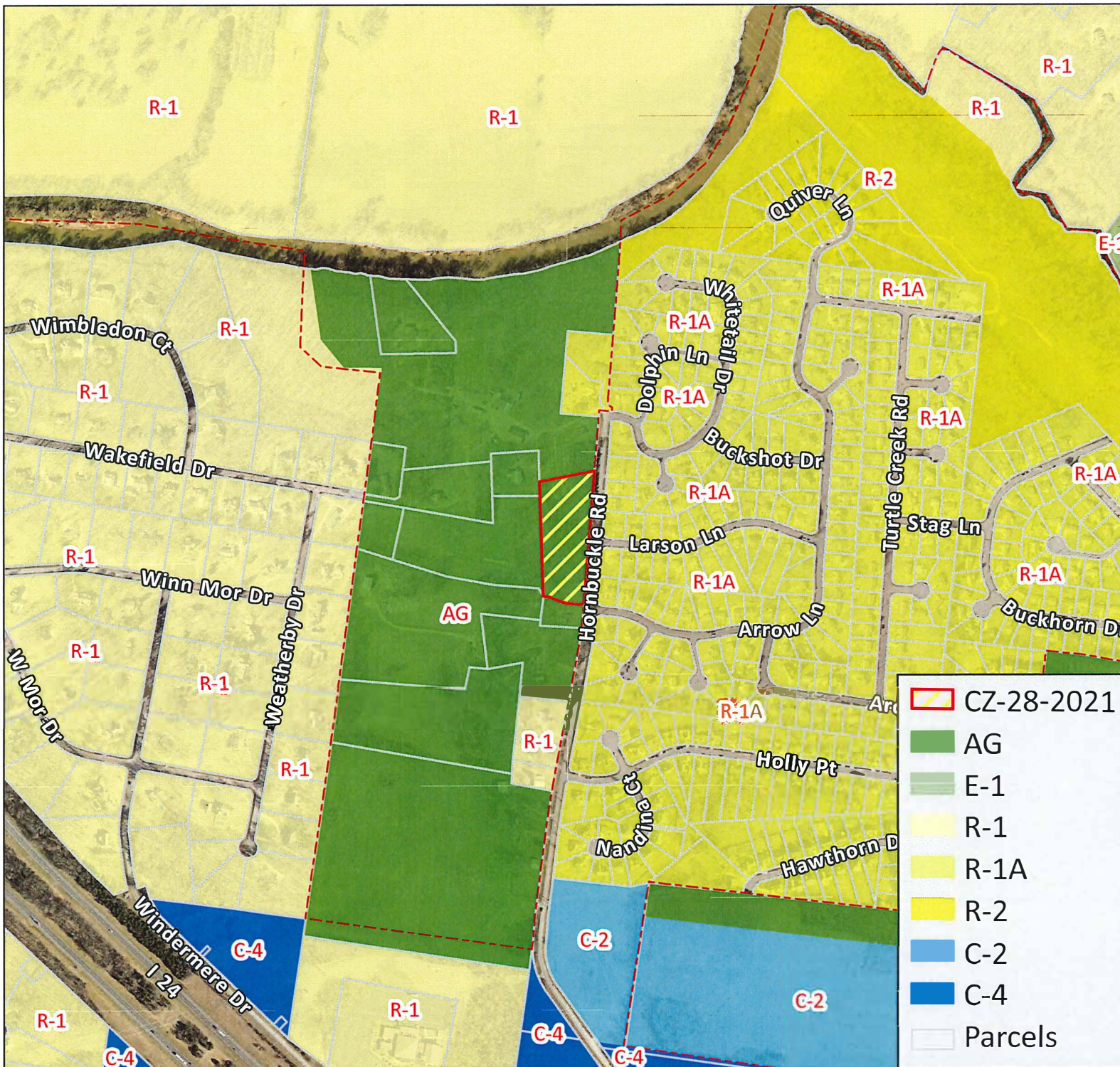
**ACRES +/-**  
3.62

Scale: 1:3,000



9/28/2021





**CZ-28-2021**

**APPLICANT:**

REAL PROPERTY  
HOLDINGS, INC

**REQUEST:**

**AG  
TO  
R-2D**

**MAP & PARCEL**

063 00706

**ACRES +/-**  
3.62

Scale: 1:8,000

0 400 800  
Feet

9/28/2021

**CASE NUMBER:** CZ 28 2021 **MEETING DATE** 10/26/2021

**APPLICANT:** Real Property Holdings, Inc.

**PRESENT ZONING** AG **PROPOSED ZONING** R-2D

**TAX PLAT #** 063 **PARCEL** 007.06 (po)

**GEN. LOCATION** Property fronting on the west frontage of Hornbuckle Rd., west of the Hornbuckle Rd. & Larson Ln. intersection

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**PUBLIC COMMENTS**

None received as of 4:30 P.M. on 10/25/2021 (A.L.)



**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 10/26/2021

**CASE NUMBER:** CZ - 29 - 2021

**NAME OF APPLICANT:**Ralph D Bellamy

**AGENT:** CS Clarksville Chris

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**GENERAL INFORMATION**

**TAX PLAT:** 016

**PARCEL(S):** 007.00

007.01

**ACREAGE TO BE REZONED:** 199.4 +/-

**PRESENT ZONING:** AG

**PROPOSED ZONING:** M-2

**EXTENSION OF ZONING**

**CLASSIFICATION:** YES

**PROPERTY LOCATION:** Property fronting on the southeast frontage of Guthrie Highway, 2,910 +/- feet southwest of the Guthrie highway & Hampton Station Rd. intersection.

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 19

**CIVIL DISTRICT:** 2

**DESCRIPTION OF PROPERTY:** A tract currently being row cropped with rolling hills.

**APPLICANT'S STATEMENT** For potential industrial development & match the surrounding zoning  
**FOR PROPOSED USE:**

**GROWTH PLAN AREA:**

RA

**PLANNING AREA:** Rossview

**PREVIOUS ZONING HISTORY:**

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

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

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

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

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

Will require offsite sewer extension.

#### **2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:**

Traffic Assessment required. (Traffic Assessment submitted & reviewed by the Montgomery County Highway Dept.)

#### **3. DRAINAGE COMMENTS:**

Comments received from department and they had no concerns.

#### **4. CDE/CEMC:**

No Comment(s) Received

#### **5. FIRE DEPT/EMERGENCY MGT.:**

Comments received from department and they had no concerns.

#### **6. POLICE DEPT/SHERIFF'S OFFICE:**

No Comment(s) Received

#### **7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:**

Comments received from department and they had no concerns.

#### **8. SCHOOL SYSTEM:**

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

#### **9. FT. CAMPBELL:**

#### **10. OTHER COMMENTS:**

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**  
**STAFF REVIEW - ZONING**

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

**IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT:** Increased traffic, light & noise. Additional potential for heavy truck traffic and the increased intensity of industrial uses.

**INFRASTRUCTURE:**

**WATER SOURCE:** CITY

**SEWER SOURCE:** CITY

**STREET/ROAD ACCESSIBILITY:** Guthrie Highway

**DRAINAGE COMMENTS:** Varies.

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**POPULATION:**

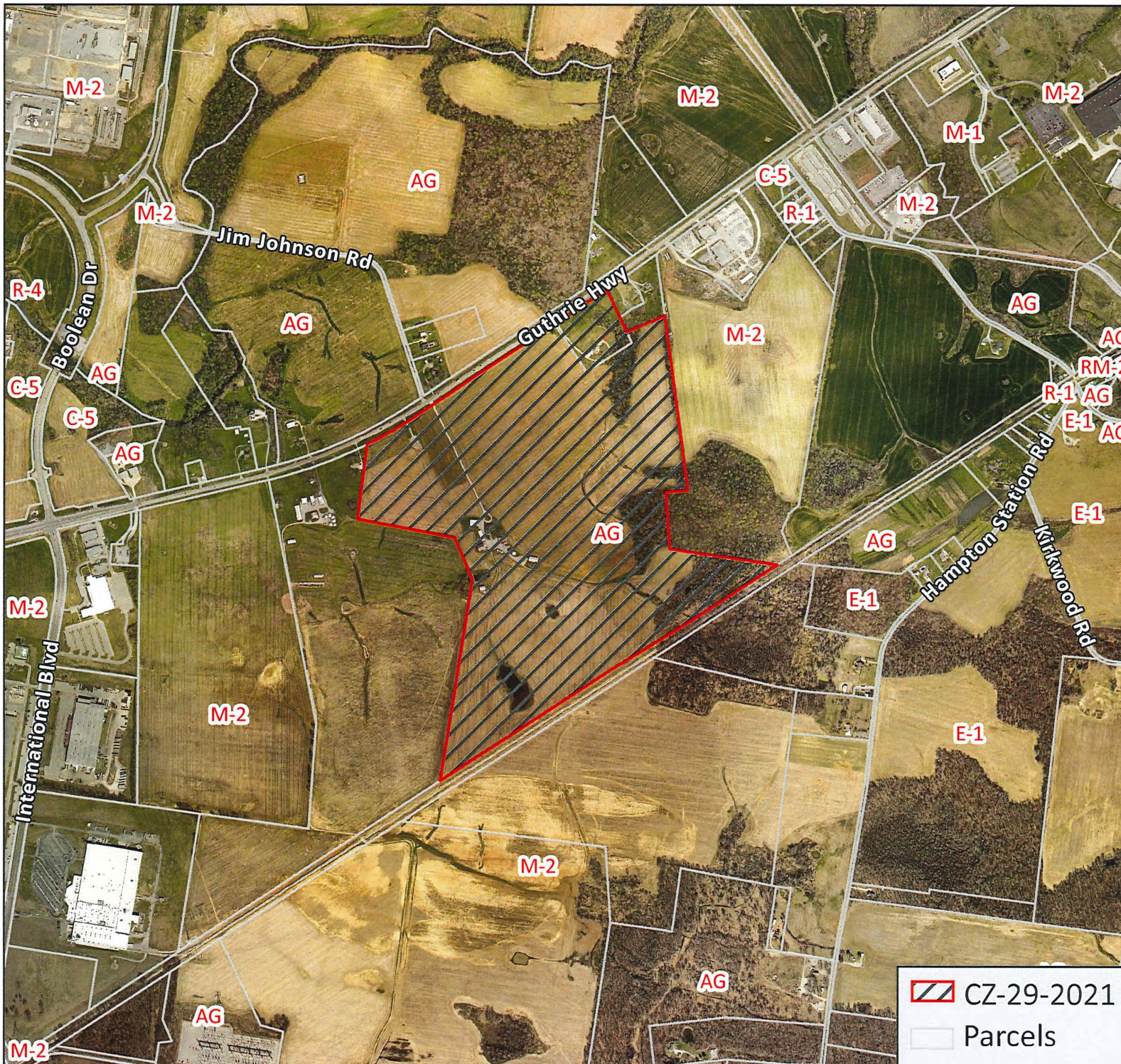
**APPLICABLE LAND USE PLAN**

Rossvie Road Planning Area - One of the most diversified areas of the county in terms of land use. It has the best remaining agricultural land. One of the fastest growing sectors of Montgomery County. Factors affecting growth all average to above average. The Industrial Park is also located in this planning area.

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

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The request is an extension of the existing M-2 General Industrial District to the east, west & south.
- 3.** The proposal will also permit the possible expansion of an established industrial park in an area identified in the adopted Land Use Plan & Land Use Opinion Map.
- 4.** A specific traffic study will be required at the development stage to determine any ROW improvements based upon the the specifics of the proposed development.
- 5.** No adverse environmental issues were identified relative to this request & adequate infrastructure will serve the site





**CZ-29-2021**

**APPLICANT:**  
RALPH D BELLAMY

**REQUEST:**

**AG  
TO  
M-2**

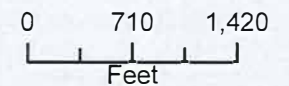
**MAP & PARCEL**

016 00700


016 00701


**ACRES +/-**  
199.4

Scale: 1:15,000

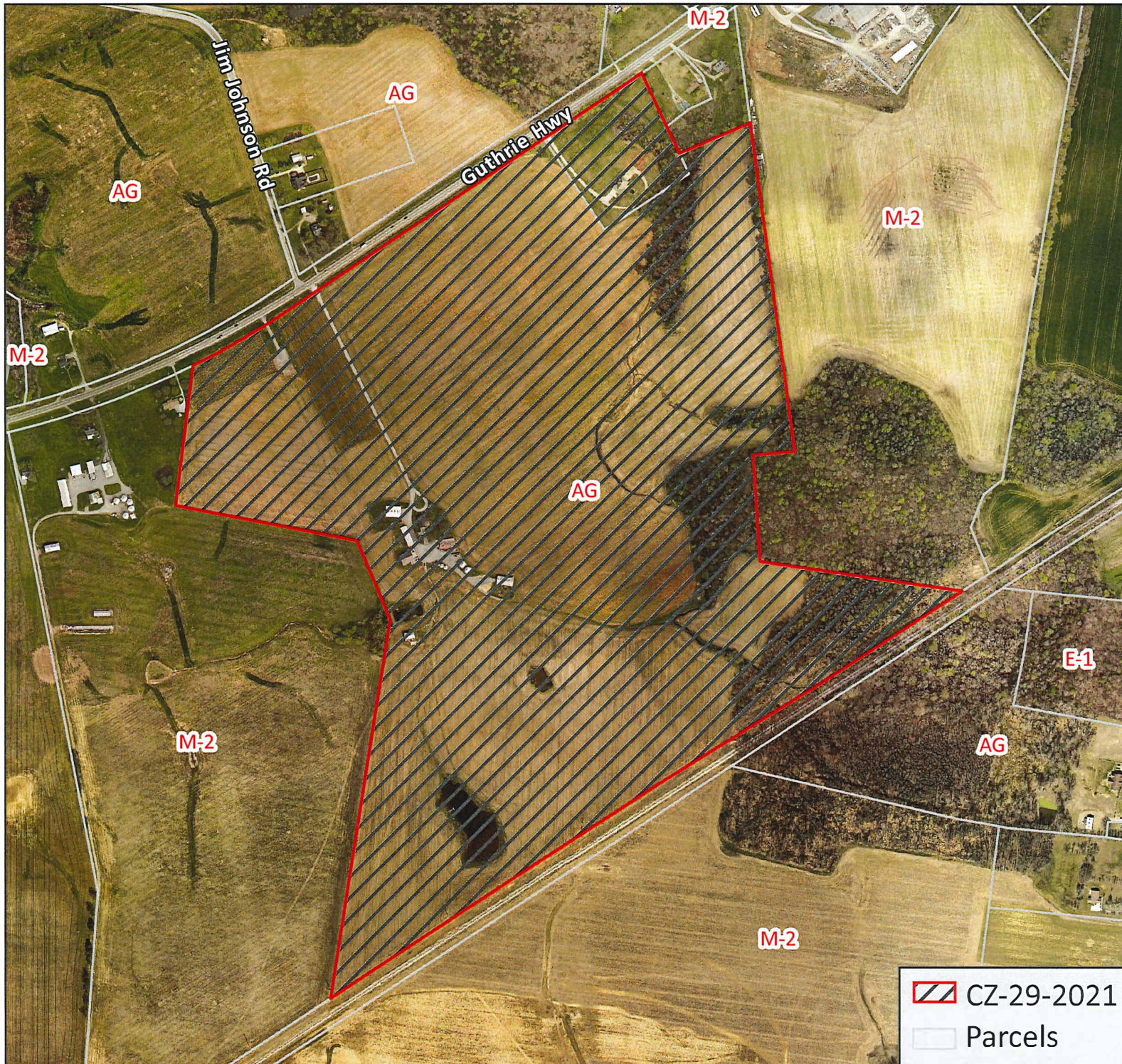


10/26/2021

 **CZ-29-2021**

 **Parcels**





**CZ-29-2021**

**APPLICANT:**  
RALPH D BELLAMY

**REQUEST:**

**AG**  
**TO**  
**M-2**

**MAP & PARCEL**

016 00700

016 00701

**ACRES +/-**  
199.4

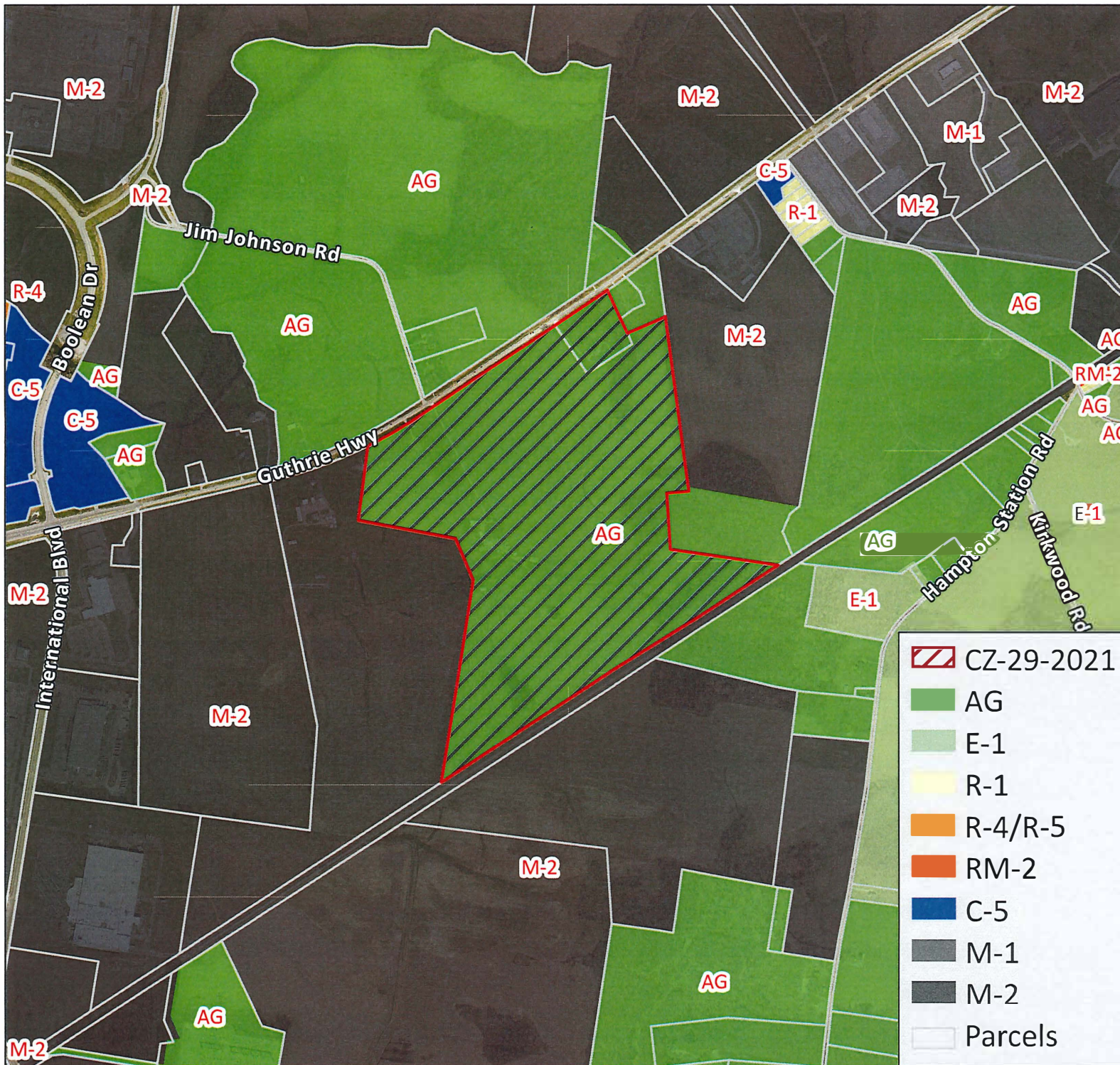
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10/26/2021







**CZ-29-2021**

**APPLICANT:**  
RALPH D BELLAMY

**REQUEST:**  
**AG**  
**TO**  
**M-2**

**MAP & PARCEL**

016 00700  
016 00701

**ACRES +/-**  
199.4

Scale: 1:15,000



10/26/2021

**CASE NUMBER:** CZ 29 2021 **MEETING DATE** 10/26/2021

**APPLICANT:** Ralph D Bellamy

**PRESENT ZONING** AG

**PROPOSED ZONING** M-2

**TAX PLAT #** 016

**PARCEL** 007.00

**GEN. LOCATION** Property fronting on the southeast frontage of Guthrie Highway, 2,910 +/- feet southwest of the Guthrie highway & Hampton Station Rd. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 4:30 P.M. on 10/25/2021 (A.L.)



**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 10/26/2021

**CASE NUMBER:** CZ - 30 - 2021

**NAME OF APPLICANT:**Ary Kim

**AGENT:**

---

**GENERAL INFORMATION**

**TAX PLAT:** 039

**PARCEL(S):** 022.00

**ACREAGE TO BE REZONED:** 1.6

**PRESENT ZONING:** R-1

**PROPOSED ZONING:** R-4

**EXTENSION OF ZONING**

**CLASSIFICATION:** YES

**PROPERTY LOCATION:** Property fronting on the east frontage of Rollow Ln., 1,785 +/- feet north of the Rossvie Rd. & Rollow Ln. intersection.

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 19

**CIVIL DISTRICT:** 1

**DESCRIPTION OF PROPERTY:** Large tract with a two story residential home.

**APPLICANT'S STATEMENT** The current zoning is for single family housing. We are trying to utilize the property for  
**FOR PROPOSED USE:** multiple-family housing.

**GROWTH PLAN AREA:** UGB

**PLANNING AREA:** Rossvie

**PREVIOUS ZONING HISTORY:**

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

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

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

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

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

Comments received from department and they had no concerns.

#### **2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:**

Comments received from department and they had no concerns.

#### **3. DRAINAGE COMMENTS:**

Comments received from department and they had no concerns.

#### **4. CDE/CEMC:**

No Comment(s) Received

#### **5. FIRE DEPT/EMERGENCY MGT.:**

Comments received from department and they had no concerns.

#### **6. POLICE DEPT/SHERIFF'S OFFICE:**

No Comment(s) Received

#### **7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:**

Comments received from department and they had no concerns.

#### **8. SCHOOL SYSTEM:**

ELEMENTARY: ROSSVIEW

MIDDLE SCHOOL: ROSSVIEW

HIGH SCHOOL: ROSSVIEW

Rossview Elementary, Rossview Middle & Rossview High are in the 2nd fastest growing region in Mont. County. Rossview Elem. is at 108% capacity and currently has 11 portable classrooms. Rossview Middle is at 118% capacity and currently has 12 portable classrooms, Rossview High is at 116% capacity and currently has 8 portables. This continued student growth necessitates additional action to address building capacity growth and school bus transportation needs in Mont. County. This development could contribute add additional students & require additional infrastructure & funding. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District.

#### **9. FT. CAMPBELL:**

#### **10. OTHER COMMENTS:**

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**  
**STAFF REVIEW - ZONING**

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

**IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT:** Increased multi-family residential density.

**INFRASTRUCTURE:**

**WATER SOURCE:** CITY

**SEWER SOURCE:** CITY

**STREET/ROAD ACCESSIBILITY:** Rollow Ln.

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

<b>LOTS/UNITS:</b>	<b>19</b>
<b>POPULATION:</b>	<b>51</b>

**APPLICABLE LAND USE PLAN**

Rossview Road Planning Area - One of the most diversified areas of the county in terms of land use. It has the best remaining agricultural land. One of the fastest growing sectors of Montgomery County. Factors affecting growth all average to above average. The Industrial Park is also located in this planning area.

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

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The request is an extension of the existing R-4 Multiple-Family Residential District.
3. The adopted Land Use Plan states that it is encouraged to maintain a desirable mixture of housing types throughout the community.
4. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.

5.





**CZ-30-2021**

**APPLICANT:**

ARY KIM

**REQUEST:**

**R-1**

**TO**

**R-4**

**MAP & PARCEL**


039 02200


**ACRES +/-**  
1.6

Scale: 1:10,000

0 500 1,000  
Feet

10/26/2021

 CZ-30-2021

 Parcels





**CZ-30-2021**

**APPLICANT:**

ARY KIM

**REQUEST:**

**R-1**

**TO**

**R-4**


**MAP & PARCEL**


039 02200

**ACRES +/-**  
1.6

Scale: 1:2,000

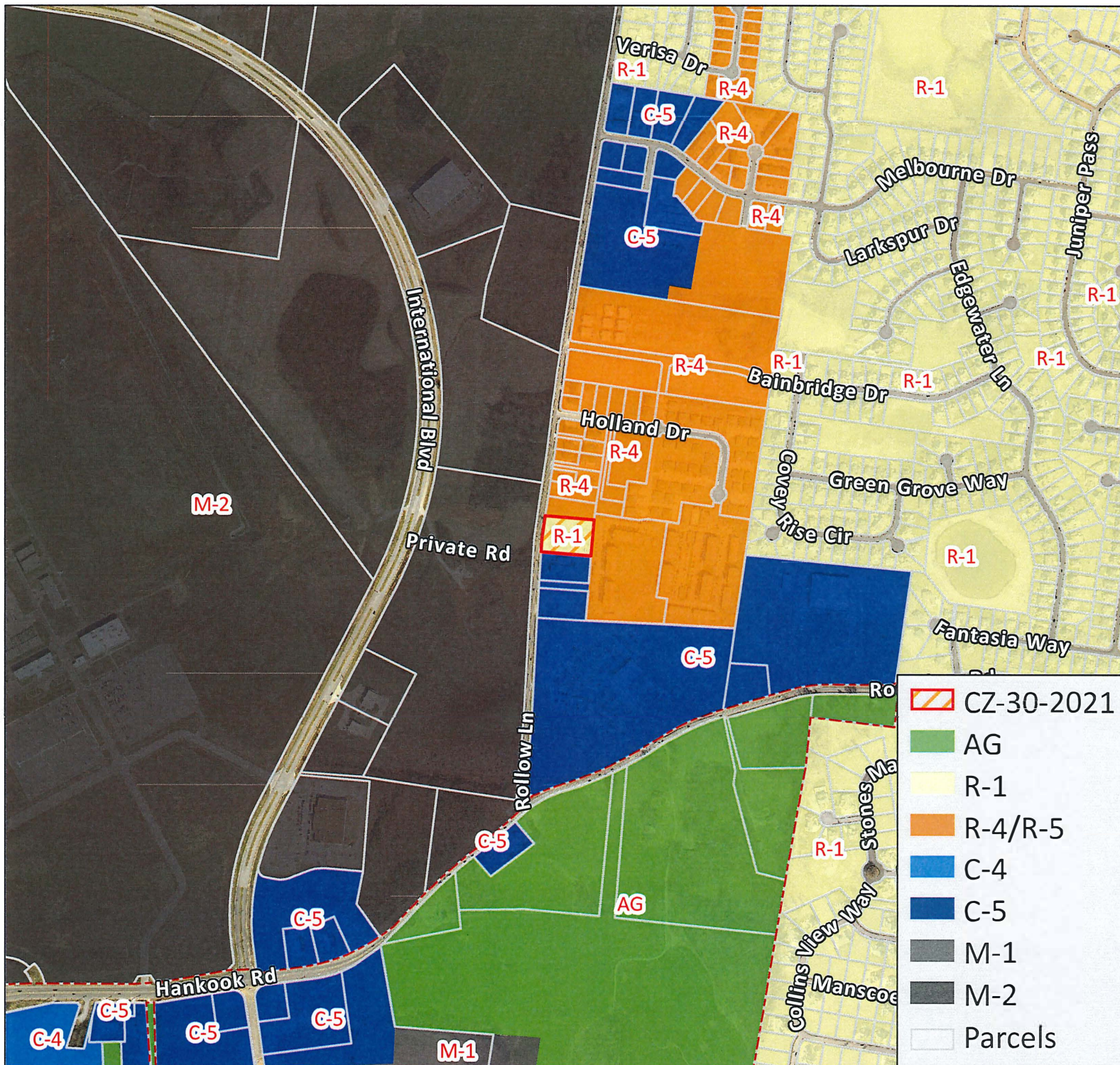


 **CZ-30-2021**

 **Parcels**

10/26/2021





**CZ-30-2021**

**APPLICANT:**

ARY KIM

**REQUEST:**

**R-1  
TO  
R-4**

**MAP & PARCEL**

039 02200

**ACRES +/-**  
1.6

CZ-30-2021

AG

R-1

R-4/R-5

C-4

C-5

M-1

M-2

Parcels

Scale: 1:10,000

0 500 1,000  
Feet

10/26/2021



**CASE NUMBER:** CZ 30 2021 **MEETING DATE** 10/26/2021

**APPLICANT:** Ary Kim

**PRESENT ZONING** R-1

**PROPOSED ZONING** R-4

**TAX PLAT #** 039

**PARCEL** 022.00

**GEN. LOCATION** Property fronting on the east frontage of Rollow Ln., 1,785 +/- feet north of the  
Rossview Rd. & Rollow Ln. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 4:30 P.M. on 10/25/2021 (A.L.)

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
GAYLE LOCKERMAN**

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 Gayle Lockerman and

WHEREAS, said property is identified as County Tax Map 082 , parcel 131.00, containing 5.85 acres, situated in Civil District 13, located Property located at the northwest corner of the Sango Dr. & Old Sango Rd. intersection.; and

WHEREAS, said property is described as follows:

Beginning at an a point, said point being the northwest corner of the Sango Road & Old Sango Road intersection and the southeast corner of the herein describer Lockerman tract, thence in a westerly direction 802 +/- feet with the northern right of way margin of Old Sango Road, to a point, said point being the southeast corner of the Alan Shane Autry property, thence in a northerly direction 330 +/- feet with the eastern boundary of the Autry property to a point, said point being in the southern boundary of the Neal Rogowitz property, thence in a easterly direction with the southern boundary of the Rogowitz property & others 746 +/- feet to a point, said point being the southeast corner of the Jacob J. Mathews property and also located in the western right of way margin of Sango Drive, thence in a southerly direction with the western right of way margin of Sango Drive 332 +/- feet to the point of beginning, said herein described tract containing 5.85 +/- acres, further identified as current Tax Map 82, Parcel 131.00

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 November, 2021, that the zone classification of the property of Gayle Lockerman from R-1 to R-4 is hereby approved.

Duly passed and approved this 8th day of November, 2021.

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

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

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

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
WILLIAM GRIFFY**

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

WHEREAS, said property is identified as County Tax Map 053 , parcel 197.01, containing 52.11 acres, situated in Civil District 13, located Property fronting on the west frontage of York Rd., 3,500 +/- feet west of the Dotsonville Rd. & York Rd. intersection. ; and

WHEREAS, said property is described as follows:  
"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 November, 2021, that the zone classification of the property of William Griffy from AG to R-1 is hereby approved.

Duly passed and approved this 8th day of November, 2021.

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

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

County Mayor



"EXHIBIT A"

Beginning at an existing iron pipe in the west right of way of York Road, said iron pin being located South 63 degrees 36' 12" West 3,050.4 feet+/- from the centerline intersection of York Road and Dotsonville Road, said iron pin also being the southeast corner of the Nancy Shelton ETAL property as recorded in ORV.485, Pg. 2157 ROMCT, Thence leaving said Shelton ETAL property and with the west right of way of York Road, South 07 degrees 26' 08" West 601.16 feet to an iron pin new, said iron pin being the southeast corner of the herein described tract, Thence leaving said right of way on a new severance line, North 81 degrees 37' 41" West 1,281.18 feet to an iron pin new, Thence continuing with another new severance line, South 07 degrees 26' 08" West 510.00 feet to an iron pin new in the north boundary line of the Shirley L. Harris Revocable Trust property as recorded in ORV.739, Pg. 1797 ROMCT, Thence leaving said new severance line and with said north boundary line of the Shirley L. Harris Revocable Trust property, North 81 degrees 37' 41" West 618.63 feet to an existing iron pin capped "Elliott" in the east right of way of an 18' reserved roadway, said iron pin being the southwest corner of the herein described tract, Thence, leaving said Shirley L. Harris Revocable Trust property and with the east margin of said 18' reserved roadway, North 08 degrees 12' 26" East 1,524.77 feet to an existing iron pin capped "Elliott", . Thence North 55 degrees 34' 57" East 16.60 feet to an existing iron pin capped "Elliott" in the south boundary line of the Clarksville Montgomery County School System property as recorded in ORV.609, Pg. 1388 ROMCT, said iron pin being the northwest corner of the herein described tract, Thence leaving said 18' reserved roadway and with the south boundary line of said Clarksville Montgomery County School System property and the Richard Watson and Bettina Romo Nuckles property as recorded in ORV.874. Pg. 1792 ROMCT the following four (4) calls; South 80 degrees 06' 27" East 369.16 feet to a pin capped "Elliott", Thence, South 83 degrees 25' 35" East 311.91 feet to a pin capped "Elliott", Thence, South 80 degrees 57' 51" East 544.82 feet to a pin capped "Elliott", Thence, South 81 degrees 21' 44" East 421.43 feet to an old wood post, said post being the southeast corner of said Nuckles property, the northwest corner of the Tammy Rose property as recorded in ORV.1322, Pg. 100 ROMCT and the northeast corner of the herein described tract, Thence leaving said Nuckles property and with the west boundary line of said Rose property, South 19 degrees 46' 52" East 263.77 feet to an iron stake, said iron stake being the southwest corner of said Rose property and the northwest corner of said Shelton ETAL property, Thence leaving said Rose property and with the west boundary line of said Shelton ETAL property, South 09 degrees 03' 37" West 199.30 feet to an iron stake, said iron stake being the southwest corner of said Shelton ETAL property, Thence with the south boundary line of said Shelton ETAL property, South 89 degrees 49' 28" East 105.88 feet to the point of beginning, containing 52 +/- acres.

## RESOLUTION TO ADOPT A REDISTRICTING PLAN FOR MONTGOMERY COUNTY, TENNESSEE

**WHEREAS**, *Tennessee Code Annotated*, Section 5-1-111, requires that, at least every ten (10) years, county legislative bodies shall meet and change the boundaries of county legislative districts or redistrict a county entirely if necessary to apportion the county legislative body so that the members represent substantially equal populations; and

**WHEREAS**, consistent with the provisions of *Tennessee Code Annotated*, Section 5-1-111, Montgomery County has prepared a redistricting plan which provides for a county legislative body composed of 21 members and which creates 21 districts as depicted on the official redistricting map for Montgomery County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110; and

**WHEREAS**, the plan also provides for a school board composed of 7 members and which creates 7 school board districts.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Legislative Body meeting in regular session at Montgomery County, Tennessee, on this 8<sup>th</sup> day of November 2021, that:

**SECTION 1.** There is hereby adopted a redistricting plan for Montgomery County which provides for 21 commissioner(s) in each of the 21 districts for a total county legislative body of 21 members. The districts for members of the county legislative body are depicted on the official redistricting map for Montgomery County prepared pursuant to *Tennessee Code Annotated*, Section 5-1-110. A copy of the official redistricting map is attached as Exhibit A to this resolution and is incorporated herein by reference.

**SECTION 2.** The 7 School Board Districts shall be reestablished from the following County Districts:

School Board District	County Districts
#1	<u>9, 18, 19</u>
#2	<u>4, 5, 6</u>
#3	<u>8, 12, 16</u>
#4	<u>7, 10, 11</u>
#5	<u>13, 14, 17</u>
#6	<u>1, 2, 21</u>
#7	<u>3, 15, 20</u>

**SECTION 3.** All members of the county legislative body and school board shall be elected at large within the district wherein the candidate seeks election.

**SECTION 4.** This plan shall take effect January 1, 2022, the public welfare requiring it, provided that vacancies shall be filled in accordance with *Tennessee Code Annotated*, Section 5-1-104. Seated commissioners shall continue to serve in office until representatives are elected from the reapportioned districts during the general election in August 2022.

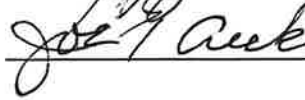


**Duly passed and adopted this 8th day of November 2021.**

Sponsor



Commissioner



Approved

County Mayor

Attest

County Clerk

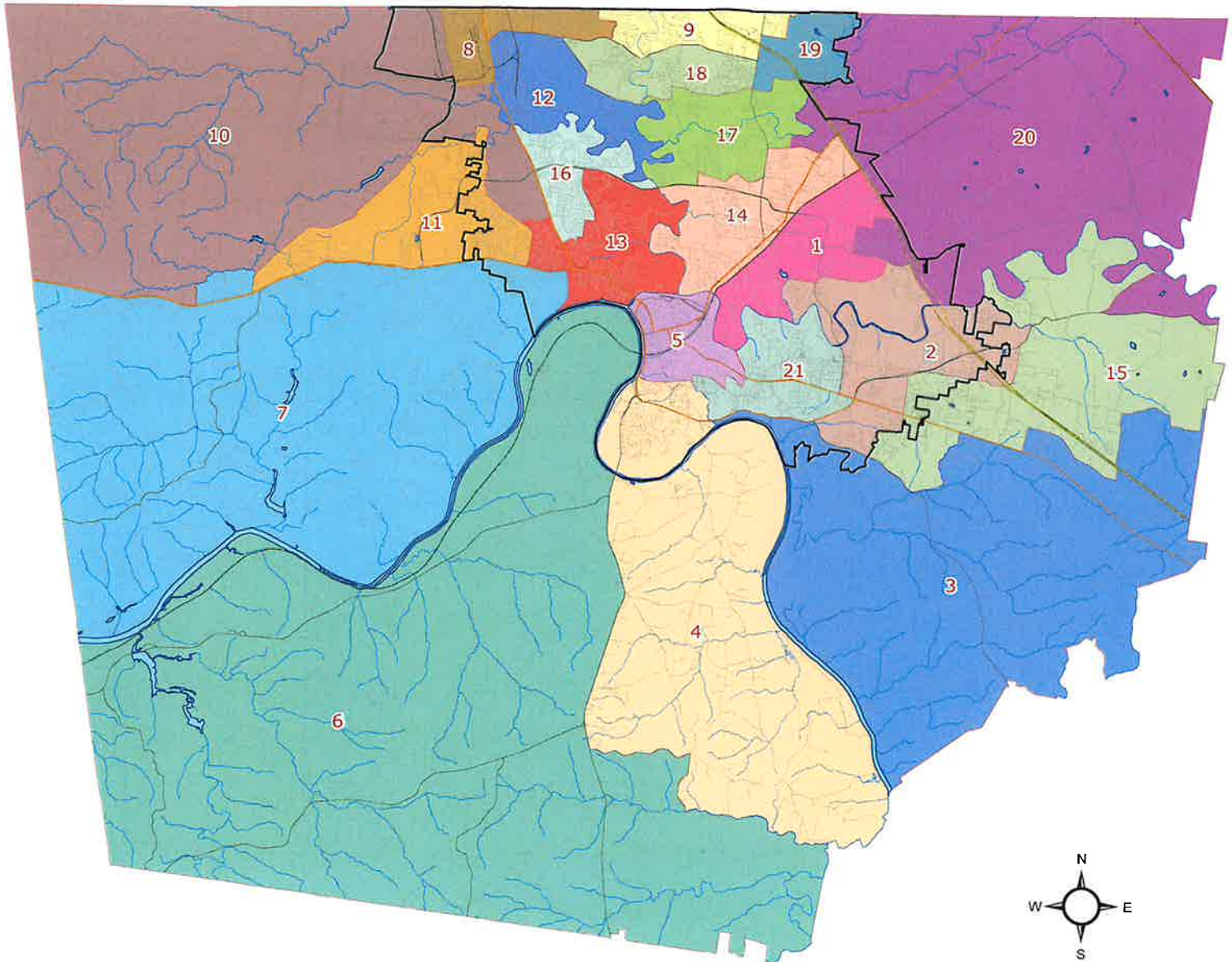
**EXHIBIT A**

*[attach official redistricting map]*

# Montgomery County Commission Districts 2021

November 8th, 2021

Exhibit A





RESOLUTION OF THE MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS APPROVING  
AMENDMENTS TO THE 2021-22  
SCHOOL BUDGET

**WHEREAS**, the proposed amendments to the General Purpose, Transportation, Child Nutrition, and Extended Schools funds reflect the most recent estimates of revenues and expenditures, and,

**WHEREAS**, the Clarksville-Montgomery County Board of Education have studied the attached amendments and approved them on October 19, 2021, for recommendation to the Montgomery County Board of Commissioners,

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of County Commissioners assembled in Regular Business Session on this 8th day of November, 2021, that the 2021-22 School Budget be amended as per the attached schedules

Sponsor Angela M. Hiff

Commissioner Joe / Cook

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

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

# Budget Amendments - Transportation

10/03/2021

## Clarksville-Montgomery County School System Transportation Fund Budget

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b><u>Estimated Revenues</u></b>					
<b><u>Local Revenues</u></b>					
Current Property Tax	1,966,800	1,966,800	-	1,966,800	
Trustees Collection - Prior Years	45,000	45,000	-	45,000	
Trustees Collection - Bankruptcy	1,000	1,000	-	1,000	
Circuit Clerk	23,000	23,000	-	23,000	
Interest & Penalties	15,000	15,000	-	15,000	
Payments In Lieu of Taxes (Utility)	46,480	46,480	-	46,480	
Bank Excise Tax	9,000	9,000	-	9,000	
Sale of Materials & Supplies	2,000	2,000	-	2,000	
Sale of Recycled Materials	1,000	1,000	-	1,000	
Misc. Refund - Other	22,000	22,000	-	22,000	
Sale of Equipment	40,000	40,000	-	40,000	
Damages from Individuals	1,000	1,000	-	1,000	
<b>Total Local Revenues</b>	<b>2,172,280</b>	<b>2,172,280</b>	<b>-</b>	<b>2,172,280</b>	
<b><u>State Revenues - BEP</u></b>					
Basic Education Program	11,844,100	11,844,100	-	11,844,100	
Other State Education Funds	-	-	151,938	151,938	Summer Learning Camp-transportation
<b>Total State Revenues - BEP</b>	<b>11,844,100</b>	<b>11,844,100</b>	<b>151,938</b>	<b>11,996,038</b>	
<b><u>Federal Revenues</u></b>					
Educ. of the Handicapped Act	1,291,137	1,291,137	(201,992)	1,089,145	Reduced IDEA funds for transportation reimburs.
<b>Total Federal Revenues</b>	<b>1,291,137</b>	<b>1,291,137</b>	<b>(201,992)</b>	<b>1,089,145</b>	
<b>Total Revenues</b>	<b>15,307,517</b>	<b>15,307,517</b>	<b>(50,054)</b>	<b>15,257,463</b>	
<b>Beginning Fund Balance</b>	<b>2,346,426</b>	<b>4,006,417</b>	<b>-</b>	<b>4,006,417</b>	Actual fund balance at 6/30/21
<b>Total Available Funds</b>	<b>17,653,943</b>	<b>19,313,934</b>	<b>(50,054)</b>	<b>19,263,880</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Budget Amendments - Transportation

10/03/2021

## Clarksville-Montgomery County School System Transportation Fund Budget

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b><u>Expenditures (Appropriations)</u></b>					
72310 - Board of Education					
Trustee's Commission	52,067	52,067	-	52,067	
<b>Total 72310 - Board of Education</b>	<b>52,067</b>	<b>52,067</b>	<b>-</b>	<b>52,067</b>	
72710 - Transportation					
Salaries	9,151,232	9,151,232	127,407	9,278,639	\$127k Sum Learn Camp, Drv Init. between payroll
Employee Benefits	3,888,687	3,888,687	24,531	3,913,218	Associated benefits
Contracted Services	517,700	517,700	-	517,700	
Supplies and Materials	1,692,502	1,692,502	-	1,692,502	
Equipment	1,683,000	1,683,000	-	1,683,000	
Insurance Premiums	122,126	128,907	-	128,907	
Staff Development	30,000	30,000	-	30,000	
<b>Total 72710 - Transportation</b>	<b>17,085,247</b>	<b>17,092,028</b>	<b>151,938</b>	<b>17,243,966</b>	
<b>Total Expenditures</b>	<b>17,137,314</b>	<b>17,144,095</b>	<b>151,938</b>	<b>17,296,033</b>	
<b>Ending Fund Balance</b>	<b>516,629</b>	<b>2,169,839</b>	<b>(201,992)</b>	<b>1,967,847</b>	Projected fund balance as of 6/30/22
<b>Total Expenditures and Fund Balance</b>	<b>17,653,943</b>	<b>19,313,934</b>	<b>(50,054)</b>	<b>19,263,880</b>	

Internal Account Transfers – From bus driver salary (\$350,000) and benefits (\$69,825) accounts to fund bus driver initiatives - \$419,825



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM



# Budget Amendments – Extended School

10/01/2021

## Clarksville-Montgomery County School System Extended School Program Fund

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>Estimated Revenues</b>					
<b>Local Revenues</b>					
Tuition - Summer School	135,000	135,000	-	135,000	
Tuition - Credit Recovery	40,000	40,000	-	40,000	
<b>Total Local Revenues</b>	<b>175,000</b>	<b>175,000</b>	<b>-</b>	<b>175,000</b>	
<b>State Revenues</b>					
Other State Education Funds	152,455	152,455	716,485	868,940	Summer Learning Camp-State portion
<b>Total State Revenues</b>	<b>152,455</b>	<b>152,455</b>	<b>716,485</b>	<b>868,940</b>	
<b>Federal Revenues</b>					
Other Federal Funds	-	-	305,301	305,301	Summer Learning Camps-Federal portion
<b>Total Federal Revenues</b>	<b>-</b>	<b>-</b>	<b>305,301</b>	<b>305,301</b>	
<b>Total Revenues</b>	<b>327,455</b>	<b>327,455</b>	<b>1,021,786</b>	<b>1,349,241</b>	
Beginning Fund Balance	177,735	189,591	-	189,591	Actual fund balance as of 6/30/2021
<b>Total Available Funds</b>	<b>505,190</b>	<b>517,046</b>	<b>1,021,786</b>	<b>1,538,832</b>	
<b>Expenditures (Appropriations)</b>					
<b>71100 - Regular Instruction</b>					
Salaries	209,700	209,700	886,381	1,096,081	Summer Learning Camps-teachers/ed asst - payroll
Employee Benefits	38,890	38,890	153,989	192,879	Summer Learning Camps-teachers/ed asst - benefits
Contracted Services	40,525	40,525	-	40,525	
<b>Total 71100 - Regular Instruction</b>	<b>289,115</b>	<b>289,115</b>	<b>1,040,370</b>	<b>1,329,485</b>	
<b>72310 - Board of Education</b>					
Trustee's Commission	600	600	-	600	
<b>Total 72310 - Board of Education</b>	<b>600</b>	<b>600</b>	<b>-</b>	<b>600</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Budget Amendments – Extended School

10/01/2021

## Clarksville-Montgomery County School System Extended School Program Fund

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>72410 - Office of the Principal</b>					
Salaries	40,756	40,756	(15,756)	25,000	Summer Learning Camps
Employee Benefits	7,399	7,399	(2,828)	4,571	Summer Learning Camps
<b>Total 72410 - Office of the Principal</b>	<b>48,155</b>	<b>48,155</b>	<b>(18,584)</b>	<b>29,571</b>	
<b>Total Expenditures</b>	<b>337,870</b>	<b>337,870</b>	<b>1,021,786</b>	<b>1,359,656</b>	
Ending Fund Balance	167,320	179,176	-	179,176	Projected fund balance as of 6/30/2022
<b>Total Expenditures and Fund Balance</b>	<b>505,190</b>	<b>517,046</b>	<b>1,021,786</b>	<b>1,538,832</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Budget Amendment – Child Nutrition

09/30/2021

## Clarksville-Montgomery County School System Child Nutrition Fund Budget

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Amended Budget	
<b>Estimated Revenues</b>					
<b>Local Revenues</b>					
43521 Lunch Payments - Children	3,527,338	3,527,338	-	3,527,338	
43522 Lunch Payments - Adults	170,960	170,960	-	170,960	
43523 Income from Breakfast	178,637	178,637	-	178,637	
43525 Ala Carte Sales	1,257,355	1,257,355	-	1,257,355	
43990 Contract Services	30,000	30,000	-	30,000	
44110 Interest Earned	23,767	23,767	-	23,767	
44130 Sale of Materials & Supplies	38,933	38,933	-	38,933	
44170 Miscellaneous Refund	509	509	-	509	
44530 Sale of Equipment	10,000	10,000	-	10,000	
<b>Total Local Revenues</b>	<b>5,237,499</b>	<b>5,237,499</b>	<b>-</b>	<b>5,237,499</b>	
<b>State Revenues - BEP</b>					
46520 School Food Service	157,834	157,834	-	157,834	
<b>Total State Revenues</b>	<b>157,834</b>	<b>157,834</b>	<b>-</b>	<b>157,834</b>	
<b>Federal Revenues</b>					
47111 Section 4 - Lunch Funds	8,869,147	8,869,147	-	8,869,147	
47112 USDA - Commodities	1,300,000	1,300,000	-	1,300,000	
47113 Breakfast Reimbursement	3,434,890	3,434,890	-	3,434,890	
<b>Total Federal Revenues</b>	<b>13,604,037</b>	<b>13,604,037</b>	<b>-</b>	<b>13,604,037</b>	
<b>Total Revenues</b>	<b>18,999,370</b>	<b>18,999,370</b>	<b>-</b>	<b>18,999,370</b>	
<b>Beginning Fund Balance</b>	<b>5,209,210</b>	<b>5,254,679</b>	<b>324,621</b>	<b>5,579,300</b>	Actual Fund Balance at 6/30/21
<b>Total Available Funds</b>	<b>24,208,580</b>	<b>24,254,049</b>	<b>324,621</b>	<b>24,578,670</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM



# Budget Amendment – Child Nutrition

09/30/2021

## Clarksville-Montgomery County School System Child Nutrition Fund Budget

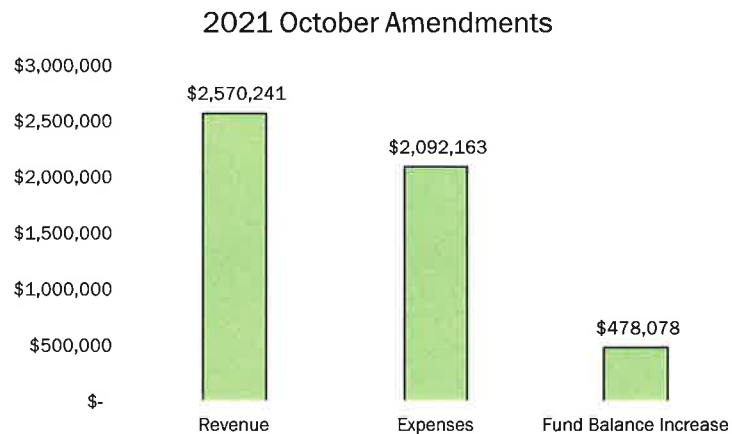
CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Amended Budget	
<b><u>Expenditures (Appropriations)</u></b>					
<b>73100 - Food Service</b>					
Salaries	6,266,715	6,266,715	-	6,266,715	
Employee Benefits	2,729,869	2,729,869	-	2,729,869	
Contracted Services	713,723	713,723	-	713,723	
Supplies and Materials	9,413,833	9,413,833	-	9,413,833	
Utilities	797,671	797,671	-	797,671	
Insurance Premiums	8,000	8,000	-	8,000	
Other Charges	18,082	18,082	-	18,082	
Equipment	283,500	283,500	-	283,500	
<b>Total 73100 - Food Service</b>	<b>20,231,393</b>	<b>20,231,393</b>	<b>-</b>	<b>20,231,393</b>	
<b>Total Expenditures</b>	<b>20,231,393</b>	<b>20,231,393</b>	<b>-</b>	<b>20,231,393</b>	
<b>Ending Fund Balance</b>	<b>3,977,187</b>	<b>4,022,656</b>	<b>324,621</b>	<b>4,347,277</b>	Projected fund balance at 6/30/22
<b>Total Expenditures and Fund Balance</b>	<b>24,208,580</b>	<b>24,254,049</b>	<b>324,621</b>	<b>24,578,670</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Budget Amendments - General Purpose



## Amendments

- New grants / revenue
- State Directed
- New program budgets
- Internal account transfer
- Additional Expenses

# Budget Amendments - General Purpose

10/03/2021

## Clarksville-Montgomery County School System General Purpose School Fund Budget

CMCSS

	2021-22 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>Estimated Revenues</b>					
<b>Local Revenues</b>					
Current Property Tax	28,002,813	28,002,813	-	28,002,813	
Trustees Collection - Prior Years	500,000	500,000	-	500,000	
Trustees Collection - Bankruptcy	10,000	10,000	-	10,000	
Cir. Clk/Clk Mastr Coll	316,245	316,245	-	316,245	
Interest & Penalties	200,000	200,000	-	200,000	
Payments In Lieu of Taxes (Utility)	577,493	577,493	-	577,493	
Local Option Sales Tax	69,392,747	69,392,747	-	69,392,747	
Wheel Tax	5,200,000	5,200,000	-	5,200,000	
Business Tax	800,000	800,000	-	800,000	
Mixed Drink Tax	400,000	400,000	-	400,000	
Bank Excise Tax	161,000	161,000	-	161,000	
Archives & Records Management Fee	7,800	7,800	-	7,800	
Tuition - Other	28,000	28,000	-	28,000	
School Based Health Program	62,900	62,900	-	62,900	
Criminal Background Fee	36,300	36,300	-	36,300	
Other charges for services	630,000	630,000	-	630,000	
Interest Earned	1,565	1,565	-	1,565	
Lease/Rentals	76,455	76,455	-	76,455	
E-Rate Funding	-	-	594,000	594,000	Emergency Connectivity Fund FCC Grant-hotspot service
Misc. Refund - Other	52,000	52,000	-	52,000	
Sale of Equipment	500,000	500,000	-	500,000	
Damages from Individuals	2,425	2,425	-	2,425	
Contributions & Gifts	26,200	26,200	1,320,000	1,346,200	Emergency Connectivity Fund FCC Grant-student laptops
Interest on Bonds	20,000	20,000	-	20,000	
<b>Total Local Revenues</b>	<b>107,004,953</b>	<b>107,004,953</b>	<b>1,914,000</b>	<b>108,918,953</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM



# Budget Amendments - General Purpose

10/03/2021

## Clarksville-Montgomery County School System General Purpose School Fund Budget

CMCSS

	2021-22 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>State Revenues</b>					
Basic Education Program	195,228,159	195,228,159	-	195,228,159	
Early Childhood Education	1,840,910	1,840,910	-	1,840,910	
Other State Education Funds	1,033,400	1,033,400	173,475	1,206,875	Safe Schools Act Grant (moved to GP)-updated allocation
Career Ladder Program	230,000	230,000	-	230,000	
Income Tax	175,000	175,000	-	175,000	
State Grants	420,000	420,000	-	420,000	
<b>Total State Revenues</b>	<b>198,947,469</b>	<b>198,947,469</b>	<b>173,475</b>	<b>199,120,944</b>	
<b>Federal Revenues</b>					
Public Law 874 (Impact Aid)	1,790,633	1,790,633	-	1,790,633	
IPOTC	700,107	700,107	-	700,107	
Contributions	321,684	321,684	152,986	474,670	American Institute for Research Grant (AIR)
Adult Literacy	91,404	91,404	-	91,404	
Other Government and Citizens Groups	-	-	9,999	9,999	UT SPDG Reengagement Grant
<b>Total Federal Revenues</b>	<b>2,843,918</b>	<b>2,843,918</b>	<b>162,985</b>	<b>3,006,903</b>	
<b>Non-Revenue Sources</b>					
Capital Lease Proceeds	1,680,000	1,684,497	-	1,684,497	
Insurance Recovery	1,000	1,000	-	1,000	
Operating Transfers	1,118,406	1,118,406	319,781	1,438,187	Significant Disproportionality CCEIS transfer from ARP IDEA
<b>Total Non-Revenue Sources</b>	<b>2,799,406</b>	<b>2,803,903</b>	<b>319,781</b>	<b>3,123,684</b>	
<b>Total Revenues</b>	<b>311,595,746</b>	<b>311,600,243</b>	<b>2,570,241</b>	<b>314,170,484</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Budget Amendments - General Purpose

10/03/2021

## Clarksville-Montgomery County School System General Purpose School Fund Budget

CMCSS

2021-22 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
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### Expenditures (Appropriations)

#### 71100 - Regular Instruction

Salaries	109,382,536	109,382,536	75,000	109,457,536	Moved from stipends to pay for subs to cover teacher training
Employee Benefits	37,675,038	37,675,038	-	37,675,038	
Contracted Services	2,267,447	2,267,447	-	2,267,447	
Supplies and Materials	6,289,708	6,570,346	4,000	6,574,346	Adult High School-student instructional supplies/materials
Equipment	63,700	63,700	4,154,497	4,218,197	\$1.3M laptops (ECC Grant) \$2.8M from 72250 instruct. equip.
Student Fee Waivers	289,086	66,954	-	66,954	

<b>Total 71100 - Regular Instruction</b>	<b>155,967,515</b>	<b>156,026,021</b>	<b>4,233,497</b>	<b>160,259,518</b>
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#### 71150 - Alternative School

Salaries	943,978	943,978	-	943,978
Employee Benefits	357,921	357,921	-	357,921
Contracted Services	4,600	4,600	-	4,600
Supplies and Materials	3,000	3,000	-	3,000

<b>Total 71150 - Alternative School</b>	<b>1,309,499</b>	<b>1,309,499</b>	<b>-</b>	<b>1,309,499</b>
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#### 71200 - Special Education

Salaries	28,808,471	28,606,992	29,726	28,636,718	\$5.4k UT SPDG Reengag. \$21.3k Spec Ed Extnd School
Employee Benefits	10,056,549	10,022,242	4,409	10,026,651	Associated benefits
Contracted Services	407,000	310,233	-	310,233	
Supplies and Materials	143,941	143,941	-	143,941	
Equipment	10,000	10,000	-	10,000	

<b>Total 71200 - Special Education</b>	<b>39,425,961</b>	<b>39,699,425</b>	<b>34,135</b>	<b>39,733,560</b>
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Offset by transfer from  
regular instruction support



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Budget Amendments - General Purpose

10/03/2021

## Clarksville-Montgomery County School System General Purpose School Fund Budget

CMCSS

	2021-22 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>71300 - Vocational Education</b>					
Salaries	4,549,420	4,549,420	-	4,549,420	
Employee Benefits	1,550,575	1,550,575	-	1,550,575	
Contracted Services	6,500	6,500	-	6,500	
Supplies and Materials	500,000	500,000	20,000	520,000	Moved from equipment for HealthCenter 21 student licenses
Equipment	140,000	140,000	(20,000)	120,000	Moved to supplies (above)
<b>Total 71300 - Vocational Education</b>	<b>6,746,495</b>	<b>6,746,495</b>	<b>-</b>	<b>6,746,495</b>	
<b>72110 - Student Services</b>					
Salaries	728,418	728,418	-	728,418	
Employee Benefits	231,222	231,222	-	231,222	
Contracted Services	7,360	7,360	-	7,360	
Supplies and Materials	11,500	11,500	-	11,500	
Staff Development	7,000	7,000	-	7,000	
<b>Total 72110 - Student Services</b>	<b>985,500</b>	<b>985,500</b>	<b>-</b>	<b>985,500</b>	
<b>72120 - Health Services</b>					
Salaries	1,648,182	1,648,182	-	1,648,182	
Employee Benefits	662,885	662,885	-	662,885	
Contracted Services	1,500	1,500	-	1,500	
Supplies and Materials	22,795	22,795	-	22,795	
Equipment	29,150	29,150	4,743	33,893	Coord. School Health from other cost to align budget
Other	4,743	4,743	(4,743)	-	Moved to equipment (above)
<b>Total 72120 - Health Services</b>	<b>2,380,255</b>	<b>2,380,255</b>	<b>-</b>	<b>2,380,255</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM



# Budget Amendments - General Purpose

10/03/2021

## Clarksville-Montgomery County School System General Purpose School Fund Budget

CMCSS

	2021-22 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>72130 - Other Student Support</b>					
Salaries	8,714,000	8,655,568	-	8,655,568	
Employee Benefits	2,782,179	2,771,649	-	2,771,649	
Contracted Services	500,243	500,243	121,647	621,890	Safe Schools Act-align budget
Supplies and Materials	6,200	6,200	-	6,200	
Equipment	-	-	50,000	50,000	Safe Schools Act-align budget
Staff Development	10,000	10,000	-	10,000	
Other	1,350	1,350	-	1,350	
<b>Total 72130 - Other Student Support</b>	<b>12,013,972</b>	<b>11,945,010</b>	<b>171,647</b>	<b>12,116,657</b>	
<b>72210 - Regular Instruction Support</b>					
Salaries	12,024,926	12,024,926	55,509	12,080,435	+\$130.7k AIR Grant: -\$75k to 71100 subs: -\$213 Safe Schl
Employee Benefits	4,047,643	4,047,643	24,503	4,072,146	Associated Benefits
Contracted Services	902,703	902,703	294,041	1,196,744	Safe Schools Act-align budget
Supplies and Materials	1,104,205	1,136,033	350,781	1,486,814	\$319.7k IDEA software.\$1k Adult HS Alloc: \$30k Safe Schl
Equipment	5,000	5,000	318,736	323,736	\$3k PD Dept from staff dev;\$315.7k Safe Schl-align budget
Staff Development	1,393,172	1,395,172	27,000	1,422,172	-\$3k PD Dept to equip ;\$30k Safe Schl-align budget
Other	695,975	696,475	(669,975)	26,500	Safe Schools Act-align budget
<b>Total 72210 - Regular Instruction Support</b>	<b>20,173,624</b>	<b>20,207,952</b>	<b>400,595</b>	<b>20,608,547</b>	
<b>72215 - Alternative School Support</b>					
Salaries	24,267	24,267	-	24,267	
Employee Benefits	5,165	5,165	-	5,165	
<b>Total 72215 - Alternative School Support</b>	<b>29,432</b>	<b>29,432</b>	<b>-</b>	<b>29,432</b>	

New program -Expenses  
offset by transfer from  
regular instruction support

- Safe Schools Initial Budget
- Addition of Air Grant - \$153k in salary and benefits
- Addition of ARP IDEA Software - \$319k
- Regular instruction internal transfer of \$3k
- External transfer for substitutes to Regular Instruction - \$75k



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Budget Amendments - General Purpose

10/03/2021

## Clarksville-Montgomery County School System General Purpose School Fund Budget

CMCSS

	2021-22 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>72220 - Special Education Support</b>				
Salaries	2,193,912	2,193,912	-	2,193,912
Employee Benefits	693,575	693,575	-	693,575
Contracted Services	197,854	197,854	-	197,854
Supplies and Materials	230,301	230,301	-	230,301
Staff Development	18,000	18,000	-	18,000
<b>Total 72220 - Special Education Support</b>	<b>3,333,642</b>	<b>3,333,642</b>	<b>-</b>	<b>3,333,642</b>
<b>72230 - Vocational Education Support</b>				
Salaries	133,830	133,830	-	133,830
Employee Benefits	24,745	24,745	-	24,745
Supplies and Materials	600	600	-	600
Staff Development	2,000	2,000	-	2,000
<b>Total 72230 - Vocational Education Support</b>	<b>161,175</b>	<b>161,175</b>	<b>-</b>	<b>161,175</b>
<b>72250 - Technology</b>				
Salaries	1,483,271	1,483,271	-	1,483,271
Employee Benefits	490,701	490,701	-	490,701
Contracted Services	2,454,365	2,454,365	86,786	2,541,151
Supplies and Materials	3,228,377	3,228,377	(400,000)	2,828,377
Equipment	2,915,000	2,919,497	(2,434,497)	485,000
Staff Development	34,460	34,460	-	34,460
<b>Total 72250 - Technology</b>	<b>10,606,174</b>	<b>10,610,671</b>	<b>(2,747,711)</b>	<b>7,862,960</b>
<b>72260 - Adult Education Support</b>				
Salaries	200,487	200,487	-	200,487
Employee Benefits	49,731	49,731	-	49,731
<b>Total 72260 - Adult Education Support</b>	<b>250,218</b>	<b>250,218</b>	<b>-</b>	<b>250,218</b>

New expense for new employees – Not to exceed

Additional cost for Time & Attendance Software/Licenses  
Moved to 71100 for instructional equipment  
Moved to 71100 for instructional equipment

State directed Amendments moved to Regular Instruction Account



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM



# Budget Amendments - General Purpose

<b>82130 - Debt Service</b>				
Principal Payments	6,180,140	6,180,140	-	6,180,140
<b>Total 82130 - Debt Service</b>	<b>6,180,140</b>	<b>6,180,140</b>	<b>-</b>	<b>6,180,140</b>
<b>82230 - Debt Service</b>				
Lease Interest Payments	239,831	239,831	-	239,831
<b>Total 82230 - Debt Service</b>	<b>239,831</b>	<b>239,831</b>	<b>-</b>	<b>239,831</b>
<b>99100 - Interfund Transfers</b>				
	486,168	486,168	-	486,168
<b>Total 99100 - Interfund Transfers</b>	<b>486,168</b>	<b>486,168</b>	<b>-</b>	<b>486,168</b>
<b>Total Expenditures</b>	<b>324,974,257</b>	<b>325,484,058</b>	<b>2,092,163</b>	<b>327,576,221</b>

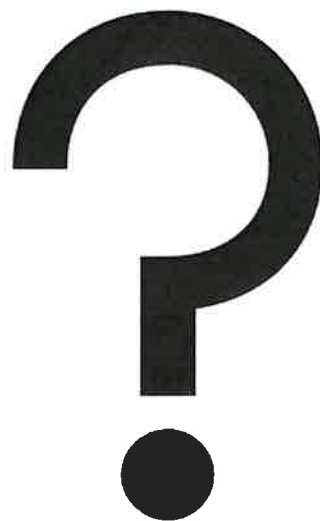
## Ending Reserves and Fund Balance

Fund Balance	10,625,009	21,871,027	478,078	22,349,105	Projected fund balance at 6/30/22
On-The-Job Injury Reserve	702,218	702,218	-	702,218	
Property & Liability Insurance Reserve	781,000	781,000	-	781,000	
BEP Reserve	-	-	-	-	
Career Ladder Reserve	(826)	(225)	-	(225)	
Assign for Education - ESSER	2,000,000	2,000,000	-	2,000,000	
Assign for Education - School Bus Replacements	1,609,500	1,609,500	0.00	1,609,500	
Assign for Technology Equipment, Purchases and Leases	6,419,971	6,419,971	-	6,419,971	
<b>Total Reserves and Fund Balance</b>	<b>22,136,872</b>	<b>33,383,491</b>	<b>478,078</b>	<b>33,861,569</b>	
<b>Total Expenditures, Reserves and Fund Balance</b>	<b>347,111,129</b>	<b>358,867,549</b>	<b>2,570,241</b>	<b>361,437,790</b>	



CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

# Budget Amendments





**RESOLUTION TO SELL MONTGOMERY COUNTY'S SURPLUS PROPERTY  
AND DELINQUENT TAX PROPERTY AND AUTHORIZE EXECUTION OF AN  
INTERLOCAL AGREEMENT WITH THE CITY OF CLARKSVILLE TO  
LIQUIDATE THE PROPERTY IN FAVOR OF CITY TAXES OWED AND/OR  
MONTGOMERY COUNTY TAXES OWED**

**WHEREAS**, Montgomery County owns property by virtue of obtaining the same at a Delinquent Tax Sale and/or as surplus property which was obtained by any other purpose; and

**WHEREAS**, Montgomery County owns certain delinquent tax property, and the City of Clarksville owns certain delinquent tax property, purchased at previous tax sales for which there still exists past due taxes in favor of Montgomery County on city owned property and the City of Clarksville on city owned property which was not liquidated by the Tax Sale, which may be deposited of and liquidated by sale based upon an Interlocal Agreement with all proceeds going to pay off back taxes first by Interlocal Agreement between the City of Clarksville and Montgomery County, Tennessee; and



**WHEREAS**, these properties owned by Montgomery County which were purchased at a Delinquent Tax Sale, for which no lien exists the Delinquent Tax Committee has examined the same and wishes to conduct a sale to convey the property.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners sitting on this 8<sup>th</sup> day of November 2021, that Montgomery County and the City of Clarksville authorizes execution of an Interlocal Agreement to sell all delinquent tax property owned in the name of either the City of Clarksville and Montgomery County with 100% of the proceeds going to pay any and all accumulated taxes to the other first from said proceeds and the remainder to be retained by the owner and these properties are listed on attached Exhibit A. Upon completion of the sale, each entity, the City of Clarksville and the County of Montgomery will accept these amounts as final payment of any indebtedness for taxes owed.

**BE IT FURTHER RESOLVED** that the Delinquent Tax Committee has authorized the Mayor of Montgomery County to enter into contracts and agreements to authorize the advertisement and sale of all of the properties listed on attached Exhibit A as delinquent tax property to be sold to the highest bidder at a private auction or sale to be conducted with a percentage rate to be paid to the agent who sells the property, such agent to be selected by a Request for Proposals or any other means the County Mayor may see fit that conforms with the applicable statutes.

**BE IT FURTHER RESOLVED** that all surplus property listed on Exhibit B attached hereto, be listed for sale to be sold to the highest bidder at a private auction or sale to be conducted with a percentage rate to be paid to the agent who sells the property, such agent to be selected by a Request for Proposals or any other means the County Mayor may see fit that conforms with the applicable statutes.

**Duly passed and approved this 8<sup>th</sup> day of November 2021.**

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

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

EXHIBIT B - Montgomery County Surplus Property											
PropertyAd	Future Use/Use	ParcelNo	Owner	DeedAcreeag	CalcAcreeag	VacantLand	MktApprais	AppraisedV	SalesPrice	Grantor	Grantee
639 EDLIN ST	Sell	011G A 00100 000	MONTGOMERY COUNTY	0	0.11	Y	14000	14000	428	DUNCAN THOMAS EUGENE	MONTGOMERY COUNTY TN
JOSTIN DR	Sell	079J B 01701 000	MONTGOMERY COUNTY	0.08	0.08	Y	800	800	363	MEADOWCROFT KEVIN J	MONTGOMERY COUNTY
GUILDFIELD CHURCH RD	Sell	011G B 03200 000	MONTGOMERY COUNTY	0	0.17	Y	14000	14000	449	MEDLEY ANITRA R	MONTGOMERY COUNTY TN
630 JOHNSON ST	Sell	011J B 01200 000	MONTGOMERY COUNTY	0	0.26	Y	14000	14000	0	REDING LUTHER G	MONTGOMERY COUNTY
232 CREEKSIDE DR	Sell	019P F 05200 000	MONTGOMERY COUNTY	0	0.24	Y	16000	16000	541	VAUGHAN LENNOX EDWY	MONTGOMERY COUNTY
CROSS LN	Sell	079F D 01101 000	MONTGOMERY COUNTY	0	0.09	Y	5900	5900	1883	MERRITT H C	MONTGOMERY COUNTY
MAPLE PARK DR	Sliver/Sell	041P C 02501 000	MONTGOMERY COUNTY	0	0.17	Y	500	500	376	CHRISTMAN HENRY D	MONTGOMERY COUNTY TN
N LAFAYETTE RD	Sell	043H B 00300 000	MONTGOMERY COUNTY	0	0.23	Y	15400	15400	529	CAIN CORPORATION	MONTGOMERY CO
S KIRBY DR	Land Locked / Sell	043J D 03019 000	MONTGOMERY COUNTY	0	0.34	Y	18900	18900	328	DURR HANG SUN IM	MONTGOMERY COUNTY TN
S NEWMAN DR	Land Locked / Sell	044E E 01201 000	MONTGOMERY COUNTY	0	0.09	Y	500	500	1490	MARTIN TELAK	MONTGOMERY COUNTY
N LIBERTY CHURCH RD	Land Locked Sliver / Sell	044L A 00101 000	MONTGOMERY COUNTY	0	0.05	Y	200	200	194	TOUCHETTE JUDY L	MONTGOMERY COUNTY TN
N FORD ST	Land Locked / Sell	055J A 01300 000	MONTGOMERY COUNTY	0.14175	0.14	Y	4000	4000	492	WELKER FRANK	MONTGOMERY COUNTY
105 STACKER DR	Sell	055N D 02600 000	MONTGOMERY COUNTY	0	0.14	Y	8400	8400	1827	IRVIN ROBERT THOMAS	MONTGOMERY COUNTY TN
99 POSTON ST	Sell	055N D 02900 000	MONTGOMERY COUNTY	0	0.07	Y	4300	4300	1891	ALY MOHAMED	MONTGOMERY COUNTY
ROMAN ST	Sell	055N D 06800 000	MONTGOMERY COUNTY	0	0.25	Y	13800	13800	559	HOWELL JEAN NOEL	MONTGOMERY COUNTY TENNESSEE
CROSSLAND AVE	Sell	066N A 03000 000	CITY OF CLARKSVILLE	0	0.39	Y	15200	15200	0		
BAILEY ST	Land Locked / Sell	066C D 01800 000	MONTGOMERY COUNTY	0	0.08	Y	4300	4300	239	KEESE WARREN L	MONTGOMERY COUNTY TENNESSEE
HYMAN ST	Sell	066D B 01300 000	MONTGOMERY COUNTY	0	0.06	Y	3700	3700	208	DUNBAR TROY DEWAYNE	MONTGOMERY COUNTY TENNESSEE
JOHNSON ST	Sell	011G A 02101 000	MONTGOMERY COUNTY	1	0.95	N	4600	4600	211	DUNBAR TROY DEWAYNE	MONTGOMERY COUNTY TN
FRANKLIN ST	Land Locked / Sell	066D D 02600 000	MONTGOMERY COUNTY	0.08	0.08	Y	5000	5000	575	JOHNSON STERLING	MONTGOMERY COUNTY
221 N 11TH ST	Sell	066E A 03500 000	MONTGOMERY COUNTY	0	0.07	Y	4300	4300	488	DUNCAN THOMAS EUGENE	MONTGOMERY COUNTY TN
BROOKS ALY	Sell	066E G 01200 000	MONTGOMERY COUNTY	0.13	0.13	Y	8200	8200	0	MABRY ELLEN	MONTGOMERY COUNTY
323 S 11TH ST	Sell	066L B 02800 000	MONTGOMERY COUNTY	0	0.17	Y	10700	10700	0	EDNA MAE HUTCHINSON	MONTGOMERY COUNTY
ASHLAND CITY RD	Sell	079L B 01702 000	MONTGOMERY COUNTY	0.25	0.25	Y	38600	38600	1724	SHEPPARD ROBERT D JR	MONTGOMERY COUNTY TENNESSEE
CROSSLAND AVE	Sell	066N A 02900 000	CITY OF CLARKSVILLE	0	0.31	Y	15200	15200	0		
343 HICKORY HGTS	Sell	079C A 03300 000	MONTGOMERY COUNTY	0.19	0.19	Y	6600	6600	201	THOMAS EDWARD MOORE	MONTGOMERY COUNTY
MOSSROSE RD	Sell	080H A 02400 000	MONTGOMERY COUNTY	0.34	0.34	Y	7900	7900	124	FALCH LINDA	MONTGOMERY COUNTY
W STEEPLE RIDGE WAY	Land Locked / Sell	081N F 01701 000	MONTGOMERY COUNTY	1.2	1.15	Y	1200	1200	439	VILLAGES DEV LLC	MONTGOMERY COUNTY TN
E DRAKE RD	Land Locked / Sell	083 02901 000	MONTGOMERY COUNTY	0	0.75	Y	30700	30700	283	DUNBAR TROY DEWAYNE	MONTGOMERY COUNTY TENNESSEE
S VALLEY CREST LN	Land Locked / Sell	081N F 00701 000	MONTGOMERY COUNTY	0	0.79	Y	1000	1000	351	HOWELL JEAN NOEL	MONTGOMERY COUNTY TENNESSEE
S VALLEY CREST LN	Land Locked / Sell	081N F 00702 000	MONTGOMERY COUNTY	0	0.15	Y	500	500	415	VILLAGES DEV LLC	MONTGOMERY COUNTY
LENA CT	Sell	086I A 00100 000	MONTGOMERY COUNTY	0.1	0.12	Y	9000	9000	0		MONTGOMERY COUNTY
C B RD	Sell	124 01500 000	MONTGOMERY COUNTY	0.17	0.17	Y	2000	2000	293	EASTERLY E L	MONTGOMERY COUNTY TENNESSEE
C B RD	Sell	124 01800 000	MONTGOMERY COUNTY	1.24	1.25	Y	8800	8800	323	EASTERLY ELLIOTT	MONTGOMERY COUNTY TENNESSEE
C B RD	Sell	124 02000 000	MONTGOMERY COUNTY	0.31	0.3	Y	3700	3700	303	EASTERLY ELLIOTT	MONTGOMERY COUNTY TENNESSEE
RED RIVER ST	Sell	066D C 00400 000	MONTGOMERY COUNTY	0	0.12	N	8700	8700	2000	DUNCAN THOMAS EUGENE	MONTGOMERY COUNTY TN
3385 JARRELL RIDGE RD	Sell	130 01502 000	MONTGOMERY COUNTY	8.37	8.75	N	57900	57900	0	ASPIRE CLARKSVILLE	MONTGOMERY COUNTY TN



EXHIBIT A - Montgomery County Delinquent Tax Property

RECORD YEAR	KEY NUMBER	PARCEL NUMBER	PROP CLASS	PROP ADDRESS 1	OWNER NAME	Use Identifier	INS TYPE	SALE DATE	FINAL VALUE	Notes
2021	7152	011 04300 00001011	EXCO	N THOMAS ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 10,900.00	.5AC SURROUNDED BY KNOX THOMAS PROPERTY
2021	7214	011G A 00100 00001011G	EXCO	639 EDLIN ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	09/20/2012	\$ 14,000.00	.11AC TRIANGLE. ALONG RR TRACK. NEIGHBOR MAY BE INTERESTED. LIKELY NOT BUILDABLE.
2021	7236	011G A 02101 00001011G	EXCO	JOHNSON ST	MONTGOMERY COUNTY GOVERNMENT	SINKHOLE	TXS	11/25/2015	\$ 4,600.00	POND ON PARCEL THAT PREVENTS DEVELOPMENT. WRAPS AROUND PARCEL 011G A 02202.
2021	7275	011G B 03200 00001011G	EXCO	GUILDFIELD CHURCH RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/05/2011	\$ 14,000.00	LOOKS LIKE HOUSE BUILT ACROSS PARCEL LINE.
2021	7303	011J B 01200 00001011J	EXCO	630 JOHNSON ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	08/07/1990	\$ 14,000.00	STRING OF UNDEVELOPED PARCELS ALONG SAME SIDE OF ROAD. NO REASON NOT TO SELL.
2021	16329	030N G 02000 00003030N	EXCO	MILLSTONE CIR	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/05/2011	\$ 500.00	SLIVER BETWEEN LOTS
2021	24425	041P C 02501 00006041P	EXCO	MAPLE PARK DR	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	09/20/2012	\$ 500.00	SLIVER BETWEEN LOTS; COULD GO TO M&P 041P C 02501
2021	27316	043H B 00300 00003043H	EXCO	N LAFAYETTE RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/20/2003	\$ 15,400.00	LAND LOCKED, COULD GO TO M&P 043 00500
2021	28235	043J D 03019 00007043J	EXCO	S KIRBY DR	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	09/20/2012	\$ 18,900.00	LAND LOCKED, COULD GO TO M&P 043J E 03600
2021	30274	044E E 01201 00003044L	EXCO	S NEWMAN DR	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/08/2017	\$ 500.00	LAND LOCKED, COULD GO TO M&P 044E E 01200
2021	30444	044L A 00101 00008044L	EXCO	N LIBERTY CHURCH RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	09/19/2013	\$ 200.00	SLIVER BETWEEN LOTS; COULD GO TO M&P 044L A 00101 OR 044 08700
2021	35438	055J A 01300 00007055J	EXCO	N FORD ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/17/2016	\$ 4,000.00	LAND LOCKED; WHOLE AREA IS CHAOS
2021	35799	055N D 02600 00012066D	EXCO	105 STACKER DR	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/05/2011	\$ 8,400.00	BUILDABLE
2021	35802	055N D 02900 00012066D	EXCO	99 POSTON ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/05/2007	\$ 4,300.00	BUILDABLE
2021	35844	055N D 06800 00012055N	EXCO	ROMAN ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 13,800.00	CITY OWNS PARCEL TO EAST. NOTHING RESTRICTS ATTEMPT TO SELL PARCEL. LIKELY POOR TOPO.
2021	43740	066C D 01800 00012066C	EXCO	BAILEY ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 4,300.00	JUNK LOT NEXT TO ABANDONED ROW
2021	43930	066D B 01300 00012066D	EXCO	HYMAN ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 3,700.00	CORNER LOT, NOT BUILDABLE; COULD GO TO 066D B 03000
2021	43959	066D C 00400 00012066D	EXCO	RED RIVER ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	09/20/2012	\$ 8,700.00	JUNK LOT NEAR VULCAN; COULD GO TO M&P 066D C 00300 OR 066D C 00500, LOOKS LIKE 00300 USES AS PARKING
2021	44016	066D D 02600 00012066D	EXCO	FRANKLIN ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/20/2009	\$ 5,000.00	LAND LOCKED, BACKS UP TO RR
2021	44054	066E A 03500 00012066E	EXCO	221 N 11TH ST	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	09/20/2012	\$ 4,300.00	SURROUNDING OWNERS LIKELY INTERESTED. LOOKS LIKE USED FOR PARKING FOR NEARBY PARCELS.
2021	44238	066E G 01200 00012066E	EXCO	BROOKS ALY	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	08/07/1990	\$ 8,200.00	LIKELY TOO SMALL TO BLDG ON IN CURRENT ZONING
2021	49303	079C A 03300 00012079C	EXCO	343 HICKORY HGTS	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/20/2009	\$ 6,600.00	TOUCHES CITY OWNED PARCEL TO WEST. PARCEL TO EAST BUILT ON. NO REASON NOT TO SELL.
2021	50437	079J B 01701 00012079J	EXCO	JOSTIN DR	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/17/2016	\$ 800.00	SLIVER BETWEEN M&P 079J B 01600 & 01700
2021	50777	079L B 01702 00012079L	EXCO	ASHLAND CITY RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 38,600.00	SLIVER OF ROAD FRONTAGE, NO TRUE ACCESS
2021	52403	080H A 02400 00012080H	EXCO	MOSSROSE RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/20/2009	\$ 7,900.00	PARCELS TO EAST AND WEST ARE IMPROVED. NO REASON NOT TO TRANSFER.
2021	55032	081N F 00701 00011081N	EXCO	S VALLEY CREST LN	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 1,000.00	REMAINDER LOT, LAND LOCKED
2021	55033	081N F 00702 00011081N	EXCO	S VALLEY CREST LN	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/05/2011	\$ 500.00	REMAINDER LOT, LAND LOCKED
2021	55044	081N F 01701 00011081N	EXCO	W STEEPLE RIDGE WAY	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/05/2011	\$ 1,200.00	REMAINDER LOT, LAND LOCKED
2021	56552	083 02901 00005083	EXCO	E DRAKE RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 30,700.00	LAND LOCKED
2021	63171	104 00902 00015104	EXCO	E WILEY BROWN RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	10/20/2009	\$ 16,900.00	LAND LOCKED, LIKELY BEST FOR M&P 104 00800
2021	65995	124 01500 00017124	EXCO	C B RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 2,000.00	WETLANDS NEAR CUMBERLAND, COULD BE A WETLAND HABITAT OR SOLD TO NEARBY FARMERS, NO USE
2021	65998	124 01800 00017124	EXCO	C B RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 8,800.00	WETLANDS NEAR CUMBERLAND, COULD BE A WETLAND HABITAT OR SOLD TO NEARBY FARMERS, NO USE
2021	66000	124 02000 00017124	EXCO	C B RD	MONTGOMERY COUNTY GOVERNMENT	VACANT	TXS	11/25/2015	\$ 3,700.00	WETLANDS NEAR CUMBERLAND, COULD BE A WETLAND HABITAT OR SOLD TO NEARBY FARMERS, NO USE

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this 8<sup>th</sup> day of November 2021 that the grant funds be dispersed as described below:

**Duly passed an approved this the 8<sup>th</sup> day of November 2021.**

County Mayor

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

**RESOLUTION OF THE COUNTY COMMISSION OF MONTGOMERY COUNTY, TENNESSEE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO PURCHASE AGREEMENT AND INTERLOCAL AGREEMENT RELATING TO THE ACQUISITION OF A SITE TO BE USED FOR SCHOOL FACILITIES**

**WHEREAS**, the County Commission (the "Commission") of Montgomery County, Tennessee (the "County") has met pursuant to proper notice; and

**WHEREAS**, the Commission and the Board of Education of the Clarksville-Montgomery County School System ("CMCSS") have determined that additional schools will be needed to serve students in the County in the upcoming years and that an immediate need exists for a new middle school; and

**WHEREAS**, the County and CMCSS have identified a site located adjacent to Rossview Road as an appropriate location for the construction of a new middle school and for the future construction of additional school facilities; and

**WHEREAS**, certain project documents have been executed by and between the County, the Industrial Development Board of the County of Montgomery (the "IDB"), CMCSS, and Rossview Farms, LLC (the "Developer"), including (a) a Development and Purchase Agreement (the "Development Agreement") between the IDB and Rossview Farms, LLC (the "Developer") pursuant to which the Developer agreed to complete certain infrastructure improvements to the School Site and to convey the School Site, in phases, to the IDB; (b) an Interlocal Cooperation Agreement (the "Interlocal Cooperation Agreement") among the IDB, the County and CMCSS relating to the transactions described above; and (c) a Purchase Agreement (the "Purchase Agreement") between the County and the IDB pursuant to which the County has agreed to purchase each phase of the School Site from the IDB upon its acceptance and acquisition by the IDB (collectively, the "Project Documents"); and

**WHEREAS**, the County has now determined that it is appropriate to amend the Purchase Agreement to provide for, among other things, an acceleration of the closing date for the Developer's conveyance to the IDB, and the IDB's conveyance to the County, of certain property within the School Site designated for the construction of a high school, as well as certain adjustments to the purchase price of a portion of the School Site resulting from additional costs incurred or expected to be incurred by the Developer for rock removal and sinkhole remediation; and

**WHEREAS**, a form of proposed Amendment to the Purchase Agreement (the "Amendment") has been submitted to the Commission; and

**WHEREAS**, the IDB will approve or has approved the form of the Amendment.

**NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY AS FOLLOWS:**

Section 1. The Commission hereby approves the execution and delivery on behalf of the County of the Amendment in the form submitted hereto as EXHIBIT A to Commission at the time of consideration of this Resolution with only such changes as are authorized in the next section of this Resolution.

Section 2. The Commission hereby authorizes and directs the Mayor of the County to execute and to deliver to the other parties thereto the Amendment. In connection with the execution and delivery of the Amendment, the Commission hereby authorizes the Mayor to approve non-substantive changes to the Amendment as is necessary to consummate the transactions described above. Without limiting the



foregoing, the Commission hereby authorizes the Mayor, in connection with the execution and delivery of the Amendment, to (i) insert the appropriate dates of such documents upon the execution thereof and to finalize any related terms that are dependent on such dates; and (ii) ensure that the correct exhibits are attached to each document to reflect the expected terms of the transaction, including correct property descriptions.

Section 3. The proper officers of the County be, and each of them hereby is, authorized and directed to execute, deliver and record any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Amendment and the Project Documents, as amended.


Section 4. This resolution is to take effect from and after its passage, the public welfare requiring it.

**Duly passed and adopted this 8<sup>th</sup> day of November 2021.**

Sponsor

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Approved

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

**ATTEST:**

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

## **FIRST AMENDMENT TO PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "Amendment"), dated as of [October \_\_, 2021], is made by and between **MONTGOMERY COUNTY, TENNESSEE** (the "County"), a political subdivision of the State of Tennessee, and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY** (the "IDB"), a Tennessee public, nonprofit corporation duly organized under the laws of the State of Tennessee, including but not limited to Tennessee Code Annotated § 7-53-101 *et seq.*

### **W I T N E S S E T H:**

WHEREAS, the County and the IDB are parties to that certain Purchase Agreement dated as of October 7, 2020 (the "Agreement"), pursuant to which the County has agreed, on the terms and conditions set forth in the Agreement, to purchase certain property from the IDB for the development of additional schools to serve students in the County (the "School Site"); and

WHEREAS, the IDB and Rossview Farms, LLC (the "Developer") have entered into a Development and Purchase Agreement (Relating to School Site Adjacent to Rossview Road) (as amended, the "Development Agreement") pursuant to which the IDB has agreed to acquire the School Site following the Developer's completion of grading and construction of certain public infrastructure improvements (collectively, the "Improvements") thereupon; and

WHEREAS, the Development Agreement provides that the Developer's development and conveyance of the School Site is to take place in two phases, with Phase One consisting of the development and subsequent conveyance of certain property within the School Site designated by the Clarksville-Montgomery County School System ("CMCSS") for the construction of a middle school (the "Phase One Property"), and Phase Two consisting of the development and subsequent conveyance of the remaining portion of the School Site, which has been designated by CMCSS for the construction of other school facilities (the "Phase Two Property"), as set forth more fully in the Development Agreement; and

WHEREAS, the Agreement provides that the County will purchase the Phase One Property and the Phase Two Property from the IDB at the time of the Closing of each respective phase; and

WHEREAS, the Closing of the Phase One Property occurred on \_\_\_\_\_, 2021; and

WHEREAS, as of the date hereof, the Developer is in the process of making the Improvements to the Phase Two Property; and

WHEREAS, CMCSS has designated a site within the Phase Two Property for the construction of a high school (the "High School Property"); and

WHEREAS, the County and the IDB have determined that it is desirable for the County to acquire the High School Property before completion of the Improvements to the Phase Two Property, with any remaining Improvements thereupon to be completed by the Developer after the closing; and

WHEREAS, as a result of additional sinkhole remediation and rock removal work required to prepare the Phase Two Property, the County and the IDB have determined that certain additional allowances should be granted to the Developer, resulting in an increase to the Purchase Price for the Phase Two Property; and

WHEREAS, in order to provide for the foregoing, the Developer and the IDB have determined to amend the Development Agreement; and

WHEREAS, the County has determined that it is appropriate and necessary to amend the Agreement to provide for the modifications set forth above.

NOW THEREFORE, in consideration of the premises and of the respective representations, warranties, covenants and conditions contained herein, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to them in the Development Agreement.
2. Amendment to Section 2. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:
  2. Sale of Property. The IDB hereby agrees to sell and convey, and the County hereby agrees to purchase, the Phase One Property and the Phase Two Property upon the terms and conditions contained in this Agreement. Such acquisition shall occur in two phases, with the County first purchasing the Phase One Property and then the Phase Two Property; provided, however, that with respect to the County's purchase of the Phase Two Property, the County shall first acquire the High School Property before acquiring the remainder of the Phase Two Property. The County's acquisition of the High School Property shall occur on or before November \_\_, 2021 and may occur before the Developer's completion of the required Improvements to the Phase Two Property. Upon the County's acquisition of the High School Property, the County agrees that the Developer shall have a license to come upon the High School Property to complete the School Site Project on the High School Property, provided, in such case, the Developer shall be given reasonable access pursuant to such license to the High School Property for such purpose and provided further that the Developer shall use its best efforts to not interfere with any construction to be undertaken by CMCSS
3. Amendment to Section 3. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:
  3. Purchase Price. The total purchase price (the "Purchase Price") for the sale of the Property is \$22,861,000. The Purchase Price attributable to the Phase One Property is \$6,700,611 (the "Phase One Purchase Price") and the Purchase Price attributable to the Phase Two Property is \$16,160,389 (the "Phase Two Purchase Price"). The Phase One Purchase Price shall be paid by wire transfer at the Closing (as defined below) of the Phase One Property. The Phase Two Purchase Price shall be paid in two installments, the first of which shall be \$\_\_\_\_\_ (the "High School Property Purchase Price") and the second of which shall be \$\_\_\_\_\_ (the "Phase Two Purchase Price Balance"). The High School Property Purchase Price shall be paid by wire transfer at the Closing of the High School Property, and the Phase Two Purchase Price Balance shall be paid by wire transfer at the Closing of the remainder of the Phase Two Property.
4. Amendment to Section 4. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:



4. Closing. The closing of the purchase and sale of each of the Phase One Property, the High School Property, and the remainder of the Phase Two Property (each a “Closing”) shall be held at the offices of the County or at such other location as may be mutually agreed upon by the parties hereto. Each Closing shall occur on the dates (each a “Closing Date”) on which the IDB acquires, respectively, the Phase One Property, the High School Property, and the remainder of the Phase Two Property from the Developer.
5. Amendment to Section 8. Section 8 of the Agreement is hereby amended by adding the following sentence at the conclusion of Section 8:
- For avoidance of doubt, the County shall be obligated to close the purchase of the High School Property contemporaneously with the IDB’s acceptance of a deed conveying the High School Property from the Developer to the IDB, even though the Improvements on the High School Property will not be completed until after the Closing.
6. Amendment to Section 9. Paragraph (a) of Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:
- (a) Deliver to the County a quitclaim deed suitable for recording, and conveying fee simple title to the Phase One Property, the High School Property, or the remainder of the Phase Two Property, as the case may be, to the County; and
7. No Other Amendments. Except as expressly set forth herein, the Agreement remains in full force and effect in accordance with its terms and nothing contained herein shall be deemed to be a waiver, amendment, modification or other change of any term, condition or provision of the Agreement (or a consent to any such waiver, amendment, modification or other change). All references in the Agreement to the Agreement shall be deemed to be references to the Agreement after giving effect to this Amendment.
8. Changes. This Amendment may not be modified or amended except pursuant to an instrument in writing signed by the County and the IDB.
9. Severability. In case any provision contained in this Amendment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
10. Counterparts. This Amendment may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same Amendment. Executed signature pages to this Amendment may be delivered by facsimile or other electronic means and will be deemed as sufficient as if original signature pages had been delivered.

*[Signatures Commence on Following Page]*

**IN WITNESS WHEREOF**, this Amendment has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first hereinabove written.

**THE COUNTY:**

**MONTGOMERY COUNTY, TENNESSEE**

By: \_\_\_\_\_  
Jim Durrett, County Mayor

**THE IDB:**

**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE COUNTY OF MONTGOMERY**

By: \_\_\_\_\_  
Khandra Smalley, Chairman

**RESOLUTION TO AMEND THE BUDGETS  
OF VARIOUS FUNDS FOR FISCAL YEAR 2022  
IN CERTAIN AREAS OF REVENUES AND EXPENDITURES**

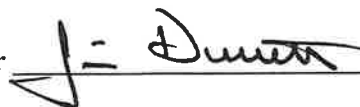
**WHEREAS**, the Director of Accounts and Budgets has performed continuing reviews of the status of funding needs and the receipts of revenues anticipated in support of the various budgets; and

**WHEREAS**, the County Commission desires to appropriate funding to these expenditure accounts from various sources including revenues, designated fund balances, and/or other sources within the funds in which those accounts operate.

**NOW THEREFORE BE IT RESOLVED**, by the Montgomery County Board of Commissioners, assembled in regular business session this 8<sup>th</sup> day of November 2021, that the budgets for various funds for FY22 be amended as to revenues and expenditures, according to the attached Account Schedule 1.

**Duly passed and approved this 8th day of November 2021.**

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk



**Montgomery County Government**  
**Schedule 1**  
**General Fund Budget**

<b>2021-2022 Budget as of 9/2/2021</b>	<b>Proposed Increase (Decrease)</b>	<b>2021-2022 Amended Budget</b>
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**ESTIMATED REVENUES**

**Local Taxes**

40110 CURRENT PROPERTY TAX	61,132,000	-	61,132,000
40120 TRUSTEE'S COLLECTIONS -	1,000,000	-	1,000,000
40125 TRUSTEE COLLECTIONS - BA	30,000	-	30,000
40130 CIRCUIT/CHANCERY COLLECT	500,000	-	500,000
40140 INTEREST & PENALTY	300,000	-	300,000
40161 PMTS IN LIEU OF TAXES -	763	-	763
40162 PMTS IN LIEU OF TAXES -U	1,415,000	-	1,415,000
40163 PMTS IN LIEU OF TAXES -	838,065	-	838,065
40220 HOTEL/MOTEL TAX	1,600,000	-	1,600,000
40250 LITIGATION TAX - GENERAL	410,000	-	410,000
40260 LITIGATION TAX-SPECIAL P	80,000	-	80,000
40270 BUSINESS TAX	1,400,000	-	1,400,000
40320 BANK EXCISE TAX	200,000	-	200,000
40330 WHOLESALE BEER TAX	350,000	-	350,000
40350 INTERSTATE TELECOMMUNICA	20,000	-	20,000
<b>Total Local Taxes</b>	<b>69,275,828</b>	<b>-</b>	<b>69,275,828</b>

**Licenses & Permits**

41120 ANIMAL REGISTRATION	185,000	-	185,000
41130 ANIMAL VACCINATION	6,000	-	6,000
41140 CABLE TV FRANCHISE	275,000	-	275,000
41520 BUILDING PERMITS	1,000,000	-	1,000,000
41540 PLUMBING PERMITS	20,000	-	20,000
41590 OTHER PERMITS	375,000	-	375,000
<b>Total Licenses &amp; Permits</b>	<b>1,861,000</b>	<b>-</b>	<b>1,861,000</b>

**Fines, Forfeitures & Penalties**

42110 FINES	14,000	-	14,000
42120 OFFICERS COSTS	22,000	-	22,000
42141 DRUG COURT FEES	1,600	-	1,600
42142 VETERANS TREATMENT COURT	1,800	-	1,800
42190 DATA ENTRY FEES -CIRCUIT	9,000	-	9,000
42191 COURTROOM SECURITY - CIR	7,500	-	7,500
42192 CIRCUIT COURT VICTIMS AS	3,525	-	3,525
42310 FINES	135,000	-	135,000
42311 FINES - LITTERING	250	-	250
42320 OFFICERS COSTS	225,000	-	225,000
42330 GAME & FISH FINES	500	-	500
42341 DRUG COURT FEES	20,000	-	20,000
42342 VETERANS TREATMENT COURT	14,250	-	14,250
42350 JAIL FEES GENERAL SESSIO	200,000	-	200,000
42380 DUI TREATMENT FINES	20,000	-	20,000
42390 DATA ENTRY FEE-GENERAL S	63,000	-	63,000
42392 GEN SESSIONS VICTIM ASSE	50,000	-	50,000
42410 FINES	1,700	-	1,700
42420 OFFICERS COSTS	15,000	-	15,000
42450 JAIL FEES	63,000	-	63,000
42490 DATA ENTRY FEE-JUVENILE	10,250	-	10,250
42520 OFFICERS COSTS	35,000	-	35,000
42530 DATA ENTRY FEE -CHANCERY	5,000	-	5,000
42610 FINES	1,000	-	1,000
42641 DRUG COURT FEES	30,000	-	30,000
42910 PROCEEDS-CONFISCATED PROPERTY	3,000	-	3,000
42990 OTHER FINES/FORFEITS/PEN	18,300	-	18,300
<b>Total Fines, Forfeitures &amp; Penalties</b>	<b>969,675</b>	<b>-</b>	<b>969,675</b>

**Charges for Current Services**

43120 PATIENT CHARGES	6,900,000	-	6,900,000
43140 ZONING STUDIES	4,500	-	4,500

43190 OTHER GENERAL SERVICE CH	55,000	-	55,000
43340 RECREATION FEES	17,000	-	17,000
43350 COPY FEES	9,200	-	9,200
43365 ARCHIVE & RECORD MANAGEM	475,500	-	475,500
43366 GREENBELT LATE APPLICATI	-	-	-
43370 TELEPHONE COMMISSIONS	237,000	-	237,000
43380 VENDING MACHINE COLLECTI	85,000	-	85,000
43392 DATA PROCESSING FEES -RE	80,000	-	80,000
43393 PROBATION FEES	27,000	-	27,000
43394 DATA PROCESSING FEES - S	30,000	-	30,000
43395 SEXUAL OFFENDER FEE - SH	18,000	-	18,000
43396 DATA PROCESSING FEE-COUN	30,000	-	30,000
43990 OTHER CHARGES FOR SERVIC	4,200	-	4,200
<b>Total Charges for Current Services</b>	<b>7,972,400</b>	<b>-</b>	<b>7,972,400</b>

**Other Local Revenues**

44110 INTEREST EARNED	2,000,000	-	2,000,000
44120 LEASE/RENTALS	594,458	-	594,458
44140 SALE OF MAPS	3,000	-	3,000
44145 SALE OF RECYCLED MATERIA	-	-	-
44170 MISCELLANEOUS REFUNDS	341,804	-	341,804
44530 SALE OF EQUIPMENT	5,000	-	5,000
44990 OTHER LOCAL REVENUES	481,355	-	481,355
<b>Total Other Local Revenues</b>	<b>3,425,617</b>	<b>-</b>	<b>3,425,617</b>

**Fees Received from County Officials**

45510 COUNTY CLERK	2,100,000	-	2,100,000
45520 CIRCUIT COURT CLERK	680,000	-	680,000
45540 GENERAL SESSIONS COURT C	1,700,000	-	1,700,000
45550 CLERK & MASTER	425,000	-	425,000
45560 JUVENILE COURT CLERK	200,000	-	200,000
45580 REGISTER	1,000,000	-	1,000,000
45590 SHERIFF	70,000	-	70,000
45610 TRUSTEE	4,000,000	-	4,000,000
<b>Total Fees Received from County Officials</b>	<b>10,175,000</b>	<b>-</b>	<b>10,175,000</b>

**State of Tennessee**

46110 JUVENILE SERVICES PROGRA	580,011	-	580,011
46190 OTHER GENERAL GOVERNMENT GRANT	-	-	-
46210 LAW ENFORCEMENT TRAINING	65,400	-	65,400
46390 OTHER HEALTH & WELFARE G	130,000	-	130,000
46430 LITTER PROGRAM	-	-	-
46810 FLOOD CONTROL	500	-	500
46830 BEER TAX	17,500	-	17,500
46835 VEHICLE CERTIFICATE OF T	27,000	-	27,000
46840 ALCOHOLIC BEVERAGE TAX	250,000	-	250,000
46851 STATE REVENUE SHARING -	1,828,069	-	1,828,069
46852 REVENUE SHARING-TELECOM	200,000	-	200,000
46880 BOARD OF JURORS	-	-	-
46890 PRISONER TRANSPORTATION	15,000	-	15,000
46915 CONTRACTED PRISONER BOAR	1,160,000	-	1,160,000
46960 REGISTRAR'S SALARY SUPPL	15,164	-	15,164
46980 OTHER STATE GRANTS	3,832,004	-	3,832,004
<b>101-55190-00000-55-46980-G5225</b>	<b>3,285,202</b>	<b>(372,602.00)</b>	<b>2,912,600</b>
46990 OTHER STATE REVENUES	35,000	-	35,000
<b>Total State of Tennessee</b>	<b>11,440,850</b>	<b>(372,602.00)</b>	<b>11,068,248</b>

AMENDMENT TO LOCAL HLTH SVCS GRANT MADE BY STATE

**Federal Revenues**

47235 HOMELAND SECURITY GRANTS	203,827	-	203,827
47590 OTHER FEDERAL THROUGH STATE	108,426	-	108,426
<b>101-54110-00000-54-47590-G2160</b>	<b>-</b>	<b>17,609.00</b>	<b>17,609</b>
47700 ASSET FORFEITURE FUNDS	292,000	-	292,000
47990 OTHER DIRECT FEDERAL REV	2,000	-	2,000
<b>Total Federal Revenues</b>	<b>606,253</b>	<b>17,609.00</b>	<b>623,862</b>

JAG Grant Carryforward (Other Federal Revenue)

**Other Governments & Citizen Groups**

48110 PRISONER BOARD	-	-	-
48130 CONTRIBUTIONS	262,973	-	262,973
48140 CONTRACTED SERVICES	264,000	-	264,000
48610 DONATIONS	4,110	-	4,110
<b>Total Other Governments &amp; Citizen Groups</b>	<b>531,083</b>	<b>-</b>	<b>531,083</b>

***Non-Revenue Source***

49800 OPERATING TRANSFERS

***Total Non-Revenue Source***

***TOTAL GENERAL FUND REVENUES***

130,534	-	130,534
<b>130,534</b>	<b>-</b>	<b>130,534</b>
<b>106,388,240</b>	<b>(354,993.00)</b>	<b>106,033,247</b>



**Montgomery County Government**  
**Schedule 1**  
**General Fund Budget**

	<b>2021-2022 Budget as of 9/2/2021</b>	<b>Proposed Increase (Decrease)</b>	<b>2021-2022 Amended Budget</b>	
51100 COUNTY COMMISSION	437,141	-	437,141	
51210 BOARD OF EQUALIZATION	8,344	-	8,344	
51220 BEER BOARD	5,020	-	5,020	
51240 OTHER BOARDS & COMMITTEE	5,168	-	5,168	
51300 COUNTY MAYOR	434,882	-	434,882	
101-51300-00000-51-51050	116,035	2,730	118,765	Supervisor/Director (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-51300-00000-51-52010	25,525	170	25,695	Social Security
101-51300-00000-51-52040	47,356	192	47,548	State Retirement
101-51300-00000-51-52120	5,970	40	6,010	Employer Medicare
101-51300-00000-51-52170	2,321	55	2,376	Retirement-Stabilization Rate
51310 HUMAN RESOURCES	1,086,861	-	1,086,861	
51400 COUNTY ATTORNEY	261,737	-	261,737	
51500 ELECTION COMMISSION	525,823	-	525,823	
101-51500-00000-51-51050	104,431	2,435	106,866	Supervisor/Director (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-51500-00000-51-52010	21,910	151	22,061	Social Security
101-51500-00000-51-52040	38,839	329	39,168	State Retirement
101-51500-00000-51-52120	5,126	36	5,162	Employer Medicare
51600 REGISTER OF DEEDS	419,047	-	419,047	
101-51600-00000-51-51010	116,035	2,706	118,741	County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-51600-00000-51-52010	22,477	168	22,645	Social Security
101-51600-00000-51-52040	44,132	366	44,498	State Retirement
101-51600-00000-51-52120	5,257	40	5,297	Employer Medicare
51720 PLANNING	436,949	-	436,949	
51730 BUILDING	606,049	-	606,049	
51750 CODES COMPLIANCE	1,314,922	-	1,314,922	
51760 GEOGRAPHICAL INFO SYSTEM	400,019	-	400,019	
51800 COUNTY BUILDINGS	447,107	-	447,107	
51810 FACILITIES	3,185,835	-	3,185,835	
101-51810-00000-51-57180	120,000	(7,200)	112,800	Motor Vehicles
101-51810-00000-51-57900	19,000	7,200	26,200	Other Equipment
51900 OTHER GENERAL ADMINISTRATION	1,731,497	-	1,731,497	
51910 ARCHIVES	389,196	-	389,196	
52100 ACCOUNTS & BUDGETS	645,878	-	645,878	
101-52100-00000-51-51010	116,035	2,730	118,765	County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-52100-00000-51-52010	31,413	170	31,583	Social Security
101-52100-00000-51-52040	67,115	369	67,484	State Retirement
101-52100-00000-51-52120	7,347	40	7,387	Employer Medicare
52200 PURCHASING	400,004	-	400,004	
52300 PROPERTY ASSESSOR'S OFFICE	1,676,051	-	1,676,051	
101-52300-00000-51-51010	116,035	2,706	118,741	County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-52300-00000-51-52010	61,745	168	61,913	Social Security
101-52300-00000-51-52040	112,282	366	112,648	State Retirement
101-52300-00000-51-52120	14,441	40	14,481	Employer Medicare
52400 COUNTY TRUSTEES OFFICE	687,026	-	687,026	
101-52400-00000-51-51010	116,035	2,706	118,741	County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-52400-00000-51-52010	30,898	168	31,066	Social Security
101-52400-00000-51-52040	49,004	190	49,194	State Retirement
101-52400-00000-51-52120	7,213	40	7,253	Employer Medicare
101-52400-00000-51-52170	6,263	55	6,318	Retirement-Stabilization Rate
52500 COUNTY CLERK'S OFFICE	2,683,041	-	2,683,041	
101-52500-00000-51-51010	116,035	2,706	118,741	County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-52500-00000-51-52010	113,270	168	113,438	Social Security
101-52500-00000-51-52040	222,875	366	223,241	State Retirement
101-52500-00000-51-52120	26,491	40	26,531	Employer Medicare
52600 INFORMATION SYSTEMS	4,375,968	-	4,375,968	
101-52600-00000-51-51050	116,035	2,730	118,765	Supervisor/Director (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-52600-00000-51-52010	80,461	170	80,631	Social Security
101-52600-00000-51-52040	145,172	369	145,541	State Retirement
101-52600-00000-51-52120	3,067	40	3,107	Employer Medicare
52900 OTHER FINANCE	61,300	-	61,300	
53100 CIRCUIT COURT	3,421,857	-	3,421,857	
101-53100-00000-51-51010	116,035	2,706	118,741	County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-53100-00000-51-52010	148,567	168	148,735	Social Security

101-53100-00000-51-52040	281,902	366	282,268	State Retirement
101-53100-00000-51-52120	34,746	40	34,786	Employer Medicare
53300 GENERAL SESSIONS COURT	673,822	-	673,822	
53330 DRUG COURT	73,809	-	73,809	
53400 CHANCERY COURT	574,316	-	574,316	
101-53400-00000-51-51010	116,035	2,706	118,741	County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-53400-00000-51-52010	29,896	168	30,064	Social Security
101-53400-00000-51-52040	65,990	366	66,356	State Retirement
101-53400-00000-51-52120	6,994	40	7,034	Employer Medicare
53500 JUVENILE COURT	1,481,002	-	1,481,002	
53600 DISTRICT ATTORNEY GENERAL	84,750	-	84,750	
53610 OFFICE OF PUBLIC DEFENDER	7,313	-	7,313	
53700 JUDICIAL COMMISSIONERS	295,884	-	295,884	
53800 VETERANS' TREATMENT COURT	437,910	-	437,910	
101-53800-00000-53-53160-G7200	20,000	(5,000)	15,000	Contributions
101-53800-00000-53-54990-G7200	11,700	5,000	16,700	Other Supplies & Materials
53900 OTHER ADMINISTRATION/ JU	527,442	-	527,442	
53910 ADULT PROBATION SERVICES	1,240,167	-	1,240,167	
54110 SHERIFF'S DEPARTMENT	13,620,524	-	13,620,524	
101-54110-00000-51-51010	127,637	2,901	130,538	County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)
101-54110-00000-51-52010	528,023	180	528,203	Social Security
101-54110-00000-51-52040	1,253,690	392	1,254,082	State Retirement
101-54110-00000-51-52120	124,134	43	124,177	Employer Medicare
101-54110-00000-54-53070-G2160	-	12,000	12,000	JAG Grant Carryforward (Communication)
101-54110-00000-54-54710-G2160	-	609	609	JAG Grant Carryforward (Communication)
101-54110-00000-54-57080-G2160	-	5,000	5,000	JAG Grant Carryforward (Communication Equipment)
54120 SPECIAL PATROLS	3,675,710	-	3,675,710	
54150 DRUG ENFORCEMENT	70,000	-	70,000	
54160 SEXUAL OFFENDER REGISTRY	14,000	-	14,000	
54210 JAIL	16,769,866	-	16,769,866	
54220 WORKHOUSE	2,068,699	-	2,068,699	
54230 COMMUNITY CORRECTIONS	632,108	-	632,108	
54240 JUVENILE SERVICES	312,074	-	312,074	
54310 FIRE PREVENTION & CONTRO	650,430	-	650,430	
54410 EMERGENCY MANAGEMENT	633,978	-	633,978	
54490 OTHER EMERGENCY MANAGEMENT	129,477	-	129,477	
54610 COUNTY CORONER / MED EXA	368,000	-	368,000	
55110 HEALTH DEPARTMENT	276,068	-	276,068	
55120 RABIES & ANIMAL CONTROL	1,543,720	-	1,543,720	
55130 AMBULANCE SERVICE	13,826,328	-	13,826,328	
55190 OTHER LOCAL HLTH SRVCS	167,418	-	167,418	AMENDMENTS TO THE GRANT CONTRACT MADE BY THE STATE
101-55190-00000-55-51300-G5225	480,500	(30,500)	450,000	Social Workers
101-55190-00000-55-51310-G5225	767,430	(67,430)	700,000	Medical Personnel
101-55190-00000-55-51620-G5225	700,686	(8,570)	692,116	Clerical Personnel
101-55190-00000-55-52010-G5225	144,778	(29,778)	115,000	Social Security
101-55190-00000-55-52040-G5225	266,379	(66,379)	200,000	State Retirement
101-55190-00000-55-52070-G5225	560,411	(64,295)	496,116	Medical Insurance
101-55190-00000-55-53350-G5225	2,000	(600)	1,400	Maintenance/Repair-Building
101-55190-00000-55-53550-G5225	85,900	(43,100)	42,800	Travel
101-55190-00000-55-53990-G5225	30,000	(30,000)	-	Other Contracted Services
101-55190-00000-55-54100-G5225	1,500	(1,500)	-	Custodial Supplies
101-55190-00000-55-54150-G5225	13,000	(3,000)	10,000	Electricity
101-55190-00000-55-54340-G5225	2,700	(1,400)	1,300	Natural Gas
101-55190-00000-55-54350-G5225	1,000	700	1,700	Office Supplies
101-55190-00000-55-54540-G5225	2,000	(1,000)	1,000	Water & Sewer
101-55190-00000-55-54990-G5225	14,500	(14,500)	-	Other Supplies & Materials
101-55190-00000-55-55060-G5225	45,000	(11,250)	33,750	Liability Insurance
55390 APPROPRIATION TO STATE	185,244	-	185,244	
55590 OTHER LOCAL WELFARE SERV	20,825	-	20,825	
55900 OTHER PUBLIC HEALTH & WE	25,000	-	25,000	
56500 LIBRARIES	2,214,246	-	2,214,246	
56700 PARKS & FAIR BOARDS	2,016,822	-	2,016,822	
56900 OTHER SOCIAL, CULTURAL &	9,688	-	9,688	
57100 AGRICULTURAL EXTENSION S	480,114	-	480,114	
57300 FOREST SERVICE	2,000	-	2,000	
57500 SOIL CONSERVATION	61,755	-	61,755	
57800 STORM WATER MANAGEMENT	-	-	-	
58110 TOURISM	942,000	-	942,000	
58120 INDUSTRIAL DEVELOPMENT	1,299,906	-	1,299,906	
58220 AIRPORT	431,740	-	431,740	
58300 VETERAN'S SERVICES	616,455	-	616,455	
58400 OTHER CHARGES	2,087,466	-	2,087,466	

58500 CONTRIBUTION TO OTHER AG	466,036	-	466,036
58600 EMPLOYEE BENEFITS	680,600	-	680,600
58900 MISC-CONT RESERVE	15,000	-	15,000
64000 LITTER & TRASH COLLECTIO	159,583	-	159,583
99100 OPERATING TRANSFERS	654,440	-	654,440
	<b>106,407,236</b>	<b>(319,162)</b>	<b>106,088,074</b>



**Montgomery County Government**  
**Schedule 1**  
**Highway Fund Budget**

	<b>2021-2022 Budget as of 9/2/2021</b>	<b>Proposed Increase (Decrease)</b>	<b>2021-2022 Amended Budget</b>	
61000 - ADMINISTRATION	399,736	-	399,736	
<b>131-61000-00000-61-51010</b>	<b>127,637</b>	<b>2,278</b>	<b>129,915</b>	<i>County Official/Admin Officer (Back Pay based on AG Opinion for Elect./Appt. Off.)</i>
<b>131-61000-00000-61-52010</b>	<b>23,224</b>	<b>142</b>	<b>23,366</b>	<i>Social Security</i>
<b>131-61000-00000-61-52040</b>	<b>41,292</b>	<b>160</b>	<b>41,452</b>	<i>State Retirement</i>
<b>131-61000-00000-61-52120</b>	<b>5,433</b>	<b>34</b>	<b>5,467</b>	<i>Employer Medicare</i>
<b>131-61000-00000-61-52170</b>	<b>4,831</b>	<b>46</b>	<b>4,877</b>	<i>Retirement-Stabilization Rate</i>
62000 - HIGHWAY & BRIDGE MAINTENANCE	7,103,985	-	7,103,985	
63100 - OPERATION & MAINT OF EQUIPMENT	1,352,175	-	1,352,175	
63600 - TRAFFIC CONTROL	726,523	-	726,523	
65000 - OTHER CHARGES	609,906	-	609,906	
66000 - EMPLOYEE BENEFITS	57,980	-	57,980	
67000 - COVID GRANT #1				
68000 - CAPITAL OUTLAY	6,175,385	-	6,175,385	
99100 - OPERATING TRANSFERS	-	-	-	
<b>TOTAL HIGHWAY FUND EXPENDITURES</b>	<b>16,628,107</b>	<b>2,660</b>	<b>16,630,767</b>	
<b>Increase (Decrease) in Budgeted Fund Balance</b>		<b>(2,660)</b>		

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY  
EMERGENCY MEDICAL SERVICE TO INCREASE THE PAY OF EMERGENCY  
MEDICAL SERVICE PERSONNEL AND TO TRANSITION TO OPERATIONS  
UNDER 12 HOUR SHIFTS**

**WHEREAS**, Montgomery County is one of the fastest growing communities in Tennessee and the Montgomery County Emergency Medical Service (EMS) must continue to efficiently and effectively meet the needs of the citizens of Montgomery County; and

**WHEREAS**, in 2020 Montgomery County EMS call volume for the year totaled 31,692 and increased even more since that time; and

**WHEREAS**, the Montgomery County EMS currently has over 29 vacant EMT and Paramedic positions, and there are currently over 70 vacant EMS positions in Montgomery and the surrounding counties due to higher pay in other counties and medical facilities as well as significantly lower call volume; and

**WHEREAS**, Montgomery County EMS studies indicate that a transition from the current operational shifts to only 12-hour shifts should begin immediately and continue until achieved; and

**WHEREAS**, Montgomery County EMS has proposed a change in the pay structure for its employees to encourage employee retention as well as hire new EMS personnel (see Exhibit A); and

**WHEREAS**, the cost for such a pay increase is estimated to cost approximately an amount not to exceed \$1,850,000 for an entire fiscal year, but for the current fiscal year, most, if not all, of this increase will be absorbed through the current budget due to the current vacancies in the Montgomery County EMS department. In the event additional funds are needed, these funds would be requested in the year-end cleanup resolution; and

**WHEREAS**, along with the change in pay for EMS personnel, Montgomery County EMS would begin an immediate transition to operation with only 12 hour shifts as soon as the complete transition can be achieved; said transition beginning as the department supervisors see fit, but generally as enough EMS personnel were available to do so and beginning with stations that have higher call volumes to reduce the stress and strain for those employees working at such stations. This transition would comply with all applicable laws and in the best interests of the department and the employees thereof and the citizens of Montgomery County; 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

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 8<sup>th</sup> day of November 2021 that the Montgomery County Emergency Medical Service pay scale for EMS personnel for Fiscal Year 2021-2022 be changed to increase the pay for EMS personnel for the purpose of hiring and retaining employees within this department and that the department begin an immediate transition to operation with only 12 hour shifts as soon as the complete transition can be achieved; said transition beginning as the department supervisors see fit, but generally as enough EMS personnel were available to do so and beginning with stations that have higher call volumes to reduce the stress and strain for those employees working at such stations.

**Duly approved this 8<sup>th</sup> day of November 2021.**

Sponsor Brian Wahl

Commissioner Joe Auk

Approved \_\_\_\_\_

**County Mayor**

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



## EXHIBIT A

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
EMS DIRECTOR	28.13	45.2250	\$94,068.00	\$53.37	\$ 111,000.24	\$16,932.24

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
CAPTAIN-ASST DIRECTOR OF OPER.	25.85	42.1135	\$87,596.08	\$49.69	\$ 103,363.37	\$15,767.29

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
CAPTAIN	18.47	38.6558	\$80,404.06	\$45.61	\$ 94,862.56	\$14,458.50
CAPTAIN	16.61	38.6558	\$80,404.06	\$45.61	\$ 94,862.56	\$14,458.50
CAPTAIN	13.79	37.3928	\$77,777.02	\$44.09	\$ 91,699.21	\$13,922.19

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
LIEUTENANT	26.15	22.8300	\$76,252.20	\$26.94	\$ 89,977.59	\$13,725.39
LIEUTENANT	25.29	22.8300	\$76,252.20	\$26.94	\$ 89,977.59	\$13,725.39
LIEUTENANT	23.52	22.7500	\$75,985.00	\$26.85	\$ 89,662.30	\$13,677.30
LIEUTENANT	22.70	22.7500	\$75,985.00	\$26.85	\$ 89,662.30	\$13,677.30
LIEUTENANT	21.05	21.9600	\$73,346.40	\$25.91	\$ 86,548.75	\$13,202.35
LIEUTENANT	20.27	21.9600	\$73,346.40	\$25.91	\$ 86,548.75	\$13,202.35
LIEUTENANT	15.36	21.1800	\$70,741.20	\$24.99	\$ 83,474.61	\$12,733.41
LIEUTENANT	10.91	20.3900	\$68,102.60	\$24.06	\$ 80,361.06	\$12,258.46
LIEUTENANT	10.20	20.3900	\$68,102.60	\$24.06	\$ 80,361.06	\$12,258.46

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
PARAMEDIC/FTO	23.81	21.3100	\$71,175.40	\$24.51	\$ 81,851.71	\$10,676.31
PARAMEDIC/FTO	23.52	21.3100	\$71,175.40	\$24.51	\$ 81,851.71	\$10,676.31
PARAMEDIC/FTO	19.01	20.8900	\$69,772.60	\$24.03	\$ 80,238.49	\$10,465.89
PARAMEDIC/FTO	18.47	20.4800	\$68,403.20	\$23.56	\$ 78,663.68	\$10,260.48
PARAMEDIC/FTO	10.70	19.3000	\$64,462.00	\$22.20	\$ 74,131.30	\$9,669.30
PARAMEDIC/FTO	10.20	19.3000	\$64,462.00	\$22.20	\$ 74,131.30	\$9,669.30
PARAMEDIC/FTO	6.87	18.9200	\$63,192.80	\$21.79	\$ 72,671.72	\$9,478.92
PARAMEDIC/FTO	3.17	18.1900	\$60,754.60	\$20.62	\$ 69,867.79	\$9,113.19

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
PARAMEDIC/CCP	23.81	21.3100	\$71,175.40	\$24.51	\$ 81,851.71	\$10,676.31

PARAMEDIC/CCP	21.86	21.3100	\$71,175.40	\$24.51	\$	81,851.71	\$10,676.31
PARAMEDIC/CCP	20.67	20.8900	\$69,772.60	\$24.03	\$	80,238.49	\$10,465.89
PARAMEDIC/CCP	18.45	20.4800	\$68,403.20	\$23.56	\$	78,663.68	\$10,260.48
PARAMEDIC/CCP	16.13	20.4800	\$68,403.20	\$23.56	\$	78,663.68	\$10,260.48
PARAMEDIC/CCP	14.52	20.0700	\$67,033.80	\$23.08	\$	77,088.87	\$10,055.07
PARAMEDIC/CCP	9.58	19.3000	\$64,462.00	\$22.20	\$	74,131.30	\$9,669.30
PARAMEDIC/CCP	6.87	18.9200	\$63,192.80	\$21.79	\$	72,671.72	\$9,478.92

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
PARAMEDIC	29.28	21.1100	\$70,507.40	\$24.65	\$ 86,044.63	\$15,537.23
PARAMEDIC	22.72	20.2900	\$67,768.60	\$23.70	\$ 82,703.41	\$14,934.81
PARAMEDIC	21.84	20.2900	\$67,768.60	\$23.70	\$ 82,703.41	\$14,934.81
PARAMEDIC	21.05	19.8900	\$66,432.60	\$23.70	\$ 82,703.41	\$16,270.81
PARAMEDIC	20.27	19.8900	\$66,432.60	\$23.23	\$ 81,081.77	\$14,649.17
PARAMEDIC	18.47	19.5000	\$65,130.00	\$23.23	\$ 81,081.77	\$15,951.77
PARAMEDIC	18.18	19.5000	\$65,130.00	\$23.23	\$ 81,081.77	\$15,951.77
PARAMEDIC	16.19	19.5000	\$65,130.00	\$22.78	\$ 79,491.93	\$14,361.93
PARAMEDIC	10.20	18.3800	\$61,389.20	\$21.46	\$ 74,907.02	\$13,517.82
PARAMEDIC	7.16	18.0200	\$60,186.80	\$21.04	\$ 73,438.26	\$13,251.46
PARAMEDIC	6.87	18.0200	\$60,186.80	\$21.04	\$ 73,438.26	\$13,251.46
PARAMEDIC	6.29	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	5.83	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	5.60	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	5.60	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	5.53	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	5.22	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	4.66	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	4.59	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	4.59	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	4.59	17.6700	\$59,017.80	\$20.63	\$ 71,998.29	\$12,980.49
PARAMEDIC	4.51	17.3200	\$57,848.80	\$20.23	\$ 70,586.56	\$12,737.76
PARAMEDIC	4.51	17.3200	\$57,848.80	\$20.23	\$ 70,586.56	\$12,737.76
PARAMEDIC	4.47	17.3200	\$57,848.80	\$20.23	\$ 70,586.56	\$12,737.76
PARAMEDIC	4.01	17.3200	\$57,848.80	\$20.23	\$ 70,586.56	\$12,737.76

PARAMEDIC	3.74	17.3200	\$57,848.80	\$20.23	\$	70,586.56	\$12,737.76
PARAMEDIC	3.74	17.3200	\$57,848.80	\$20.23	\$	70,586.56	\$12,737.76
PARAMEDIC	3.44	17.3200	\$57,848.80	\$20.23	\$	70,586.56	\$12,737.76
PARAMEDIC	3.01	17.3200	\$57,848.80	\$20.23	\$	70,586.56	\$12,737.76
PARAMEDIC	2.90	17.3200	\$57,848.80	\$20.23	\$	70,586.56	\$12,737.76
PARAMEDIC	2.74	17.3200	\$57,848.80	\$20.23	\$	70,586.56	\$12,737.76
PARAMEDIC	2.59	17.3200	\$57,848.80	\$20.23	\$	70,586.56	\$12,737.76
PARAMEDIC	2.59	17.3200	\$57,848.80	\$20.23	\$	70,586.56	\$12,737.76
PARAMEDIC	2.52	16.9800	\$56,713.20	\$19.83	\$	69,202.51	\$12,489.31
PARAMEDIC	2.21	16.9800	\$56,713.20	\$19.83	\$	69,202.51	\$12,489.31
PARAMEDIC	2.05	16.9800	\$56,713.20	\$19.83	\$	69,202.51	\$12,489.31
PARAMEDIC	1.84	16.9800	\$56,713.20	\$19.83	\$	69,202.51	\$12,489.31
PARAMEDIC	1.10	16.9800	\$56,713.20	\$19.83	\$	69,202.51	\$12,489.31
PARAMEDIC	1.06	16.9800	\$56,713.20	\$19.83	\$	69,202.51	\$12,489.31
PARAMEDIC	0.31	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.31	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.31	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60
PARAMEDIC	0.00	16.6500	\$55,611.00	\$19.44	\$	67,836.60	\$12,225.60

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
EMS-EMT	29.89	17.1600	\$57,314.40	\$20.00	\$ 69,800.60	\$12,486.20
EMS-EMT	29.47	17.1600	\$57,314.40	\$20.00	\$ 69,800.60	\$12,486.20
EMS-EMT	20.27	16.1700	\$54,007.80	\$18.85	\$ 65,774.67	\$11,766.87
EMS-EMT	17.24	15.8500	\$52,939.00	\$18.48	\$ 64,484.97	\$11,545.97
EMS-EMT	16.42	15.8500	\$52,939.00	\$18.48	\$ 64,484.97	\$11,545.97
EMS-EMT	15.01	15.5300	\$51,870.20	\$18.11	\$ 63,220.56	\$11,350.36

[illegible]



EMS-EMT	0.00	13.5300	\$ 45,190.20	\$15.77	\$	55,037.30	\$9,847.10
EMS-EMT	0.00	13.5300	\$ 45,190.20	\$15.77	\$	55,037.30	\$9,847.10
EMS-EMT	0.00	13.5300	\$ 45,190.20	\$15.77	\$	55,037.30	\$9,847.10
EMS-EMT	0.00	13.5300	\$ 45,190.20	\$15.77	\$	55,037.30	\$9,847.10
EMS-EMT	0.00	13.5300	\$ 45,190.20	\$15.77	\$	55,037.30	\$9,847.10
EMS-EMT	0.00	13.5300	\$ 45,190.20	\$15.77	\$	55,037.30	\$9,847.10

Job Title	Years of Service	Hourly Rate	Annual Salary	New Hourly	New Salary	Difference
LOGISTIC OFFICER	27.25	26.3800	\$54,870.40	\$32.18	\$ 66,934.40	\$12,064.00
LOGISTICS CLERK	5.14	19.5800	\$40,726.40	\$23.88	\$ 49,670.40	\$8,944.00
LOGISTICS CLERK	0.87	17.8100	\$37,044.80	\$21.72	\$ 45,177.60	\$8,132.80
LOGISTICS CLERK	0.73	17.8100	\$37,044.80	\$21.72	\$ 45,177.60	\$8,132.80
PT - LOGISTICS CLERK	0.60	17.8100	\$22,226.88	\$21.72	\$ 27,106.56	\$4,879.68
			<b>\$7,487,752.90</b>		<b>\$ 9,017,275.95</b>	<b>\$1,529,523.05</b>

Salary Increase	\$ 1,529,523.05		
Social Security	\$ 94,830.43		
State Ret.-Legacy	\$ 103,309.55	Legacy Emp. Increase	\$765,255.89
State Ret.-Hybrid	\$ 68,784.04	Hybrid Emp. Increase	\$764,267.16
Emp. Medicare	\$ 22,178.08		
<b>TOTAL INCREASE</b>	<b>\$ 1,818,625.15</b>		
<b>FOR FULL FISCAL</b>			
<b>YEAR</b>			

Through 9 pay periods Salaries & Benefits for EMS are approximately \$685,000 under budget

**RESOLUTION TO CONVEY AN EASEMENT AT AND NEAR  
CIVITAN PARK**


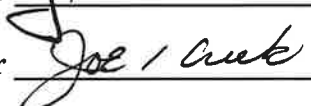
**WHEREAS**, Montgomery County owns certain real property at, and near Civitan Park;  
and

**WHEREAS**, the Montgomery County Engineering Department has reviewed a request for  
an easement to allow construction of a water line, which will require a Permanent Utility Easement,  
ultimately to be conveyed to the City of Clarksville, Tennessee and temporary construction; and

**WHEREAS**, Montgomery County Engineering has reviewed the proposed easement  
attached as Exhibit A and would advise that the conveyance would not impair the interests of  
Montgomery County as long as remediation of trees will return and/or leave the area in the same  
or similar condition.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of  
Commissioners sitting on this 8<sup>th</sup> day of November 2021, that the Easement attached hereto as  
Exhibit A should be granted and the necessary officials of Montgomery County are authorized to  
execute the same for the purposes set out therein.

**Duly passed and approved this 8<sup>th</sup> day of November 2021.**

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

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

This instrument was prepared by  
Clarksville Gas and Water Department  
Clarksville, TN 37043

Montgomery County Property  
Volume 269, Page 153, R.O.M.C.T.  
Tax Map 40.0, Parcel 21.01  
Volume 1750, Page 2982, R.O.M.C.T.  
Tax Map 40.0G 'A', Parcel 10.00

## AGREEMENT OF DEDICATION OF EASEMENT

For and in consideration of the mutual benefits that will accrue by reason of the herein after described improvements I/we do hereby grant, bargain, sell, transfer and convey unto Paul Krueckeberg and ultimately the City of Clarksville, a Tennessee Municipal Corporation, its successors and assigns forever, permanent easements and/or right-of-way for the purpose of sanitary sewer, water, and/or natural gas utilities.

### **Permanent Utility Easement**

Being a 10-foot wide Permanent Utility Easement containing a portion of two (2) Montgomery County Properties that is located in the Sixth Civil District of Montgomery County, Tennessee, said easement is more particularly described as follows:

Commencing at a point, said point being on the northern property line of the Montgomery County Property as described in Deed Book V269, Page 153 ROMCT, said point being on the southern property line of the Donny Plaster Property as described in Deed Book V225, Page 490 ROMCT the true point of beginning of a 10' Permanent Utility Easement;

Thence leaving said Donny Plaster Property and a new easement line crossing through said Montgomery County Property, S 52° 37' 14" E for a distance of 8.96 feet to a point on a line, said point being on the eastern property line of said Montgomery County Property, said point being on the western property line of the Montgomery County Property as described in Deed Book V1750, Page 2982 ROMCT;

Thence leaving said Montgomery County Property and through the said Montgomery County Property with a new easement line for the next 5 calls, S 52° 37' 14" E for a distance of 31.88 feet to a point on a line; thence, S 89° 50' 22" E for a distance of 13.78 feet to a point on a line; thence, S 52° 44' 13" E for a distance of 16.58 feet to a point; thence, N 89° 50' 22" W a distance of 30.37 feet to point on a line; thence, N 52° 37' 14" W for a distance of 29.67 feet to a point on a line, said point being on the western property line of the said Montgomery County Property, said point being on the eastern property line of the said Montgomery County Property;

Thence leaving said Montgomery County Property and a new easement line through the said Montgomery County Property, N 52° 37' 14" W for a distance of 27.71 feet to a point on a line; said point being on the northern property line of the said Montgomery County Property, said point being on the southern property line of the said Donny Plaster Property;

Thence along said Montgomery County Property, S 89° 50' 23" E for a distance of 16.53 feet to a point, said point being the point of termination of Permanent Utility Easement.

Said Permanent Utility Easement measuring approximately 712 square feet, or 0.02 acres.

### **Temporary Access Easement and Construction Easement**

A 20-foot wide temporary construction easement adjacent and parallel to the north side of the described utility easement is included for a period not to exceed one calendar year to begin the date of Notice to Proceed for the Contractor to begin work for the purpose of installing a new 6-inch water main.

To have and to hold said easement or right-of-way to the City of Clarksville, its successors and assigns forever. I/we do further covenant with said City of Clarksville, that I/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/we do further covenant with said City of Clarksville, that said portion of parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided in the opinion of the City of Clarksville, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Clarksville hereby covenants that upon completion of construction it will restore the herein above described property to its original condition, or as near thereto as is reasonably possible.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TENNESSEE  
MONTGOMERY COUNTY

Personally appeared before me, the undersigned, \_\_\_\_\_ a Notary  
Public in and for said State and County, the within named \_\_\_\_\_,  
the bargainer, with whom I am personally acquainted, and who acknowledge that  
\_\_\_\_\_ executed the within instrument for the purposes therein contained.

Witness my hand and seal at Clarksville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



COUNTY COMMISSION MINUTES FOR

OCTOBER 11, 2021

SUBMITTED FOR APPROVAL NOVEMBER 8, 2021

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, October 11, 2021, at 6:00 P.M. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Teresa Cottrell, Chief Deputy Clerk, John Smith, Chief Deputy Sheriff, Tim Harvey, County Attorney, Shannon Holt, Accounts and Budgets, and the following Commissioners:

Jerry Allbert	John M. Gannon	Larry Rocconi
Randy Allbert	David Harper	Robert Sigler
Joshua Beal	Garland Johnson	Tangi C. Smith
Loretta J. Bryant	Rashidah A. Leverett	Walker R. Woodruff
Brandon Butts	James R. Lewis	
Carmelle Chandler	Lisa L. Prichard	
Joe L. Creek	Rickey Ray	

PRESENT: 18

ABSENT: Charles Keene, Chris Rasnic, and Joe Smith (3)

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

**The following Zoning Resolution was Adopted:**

**CZ-26-2021** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Erle Butts

**The following Zoning Resolutions were Deferred to the November 8, 2021 Formal Meeting:**

**CZ-25-2021** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Gayle Lockerman

**CZ-27-2021** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of William Griffy

**The following Resolutions and Items were Adopted as part of the Consent Agenda:**

- 21-10-2** 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
- 21-10-3** Resolution to Adopt the Revised Fee Schedule for Permits Issued by the Montgomery County Building and Codes Department
- 21-10-6** Resolution Authorizing the Issuance of General Obligation School and Public Improvement Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount of Not to Exceed \$41,410,000, 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
- 21-10-8** Resolution Requesting the Clarksville Montgomery County Regional Planning Commission to Study and Prepare a Zoning Resolution Update on Use of Planned Unit Developments in the Urban Growth Boundary of Montgomery County
- Commission Minutes dated September 13, 2021
  - County Clerk's Report
  - Nominating Committee Nominations
  - County Mayor Nominations and Appointments

**The following Resolutions were Adopted:**

**21-10-1** Resolution Amending the Budget of the Montgomery County Election Commission for a County Primary (*pulled from Consent Agenda*)

- 21-10-4** Resolution to Authorize Montgomery County to Enter into a Tri-Party Interlocal Agreement Between the City of Clarksville, Clarksville-Montgomery County School System, and Montgomery County, Tennessee *(pulled from Consent Agenda)*
- 21-10-5** Initial Resolution Authorizing the Issuance of Not to Exceed Four Hundred Ten Thousand Dollars (\$410,000) General Obligation Bonds of Montgomery County, Tennessee *(pulled from Consent Agenda)*

**The following Resolution died on the Floor due to the lack of a Second:**

- 21-10-7** Resolution of Montgomery County, Tennessee Expressing Opposition to Presidential COVID-19 Vaccine Mandate

**A Motion to Suspend the Rules was Approved prior to voting on 21-10-9.**

- 21-10-9** Resolution Giving Authorization to Montgomery County Government to Distribute Premium Pay to Eligible Employees of Montgomery County Government Using Funds from the American Rescue Plan Act (ARPA)

**Reports Filed:**

1. Building and Codes Monthly Reports
2. CMCSS Quarterly Finance Report
3. Accounts & Budgets Monthly Reports
4. Trustee's Monthly Reports

**The Board was adjourned.**

Submitted by:

Kellie A. Jackson, Clerk

Kellie A. Jackson  
County Clerk

By: Jeressa Cottrell, c.s.



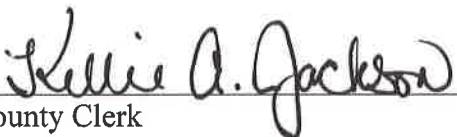
**County Clerk's Report**  
**November 8, 2021**

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of October 2021.

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 Deputy County Officials 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 November 2021.

  
County Clerk





## OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Coquita Williams	Deputy Circuit Court Clerk	09/27/2021
Jamee Higgs	Deputy Circuit Court Clerk	10/12/2021
Jacqueline Shelton	Deputy Circuit Court Clerk	10/12/2021
Kanna Beveridge	Deputy Assessor	10/08/2021
Carmen Edwards	Deputy Assessor	10/08/2021
Michael Hein	Deputy Assessor	10/08/2021
Tabitha Jacuinde	Deputy County Clerk	10/04/2021

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 November 08,2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. CHRISTY ACOSTA	38 HOLLEMAN DR CLARKSVILLE TN 37042 931-218-1413	38 HOLLEMAN DR CLARKSVILLE TN 37042 931-218-1413
2. TINA JEAN AKERS	1383 AMBLESIDE DR CLARKSVILLE TN 37040 931-218-2513	1650 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-919-2535
3. AUTUMN AMOS-HEYWARD	142 HADLEY DR APT 1 CLARKSVILLE TN 37042 931 249 4551	2541 PEACHERS MILL RD CLARKSVILLE TN 37042 931 648 3908
4. ROCHELLE BEASLEY	506 FOX TROT DR CLARKSVILLE TN 37042 931 220 2996	2541 PEACHERS MILL RD CLARKSVILLE TN 37042 931 648 3908
5. JAKAYA T BENJAMIN	2556 HATTINGTON DR CLARKSVILLE TN 37042 931 220 7811	3401 CAINLO DR SUITE 100 CLARKSVILLE TN 37042 931 220 7811
6. JOHNATHEN BLACK	357 RYE DR CLARKSVILLE TN 37040 928-486-1628	112 LONG HOLLOW PIKE GOODLETTSVILLE TN 37072 9284861628
7. SAMANTHA JO BLAKE	1776 RIVERHAVEN DR ADAMS TN 37010 931-627-9270	2425 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040
8. CIMBERLY ALISSIA BOLTON-HEROUX	784 GARDENDALE LANE CLARKSVILLE TN 37040 615 582 7164	1441 TULIP POPLAR GALLATIN TN 37066 615 981 1231
9. KEONAS BROOKS	3867 STELLA DR CLARKSVILLE TN 37040 931-561-5258	
10. LYNDSAY M CHAMBERS	2814 FENTON CT CLARKSVILLE TN 37040 931-980-4597	2147 WILMA RUDOLPH BLVD SUITE CLARKSVILLE TN 37040 9316473600
11. THOMAS E CLARK JR	1141 REDA DR CLARKSVILLE TN 37042 931 237 0826	1141 REDA DR CLARKSVILLE TN 37042 931 237 0826
12. BRITTNEY COOK	1900 EISENHOWER RD CLARKSVILLE TN 37042 915 216 4974	

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NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. STEPHANIE CORNELL	2776 SEVEN MILE FERRY RD CLARKSVILLE TN 37040 931 206 1824	1 PUBLIC SQUARE CLARKSVILLE TN 37040 931 221 4320
14. SHEILA DICKMANN	1339 JUNIPER PASS CLARKSVILLE TN 37043 208 777 5160	175 CHESAPEAKE LN CLARKSVILLE TN 37040 931 919 2668
15. CHEYENNE DYSON	3680 S NAPLES CT CLARKSVILLE TN 37040 843 798 8084	2215 MADISON ST CLARKSVILLE TN 37043 931 645 7418
16. JENNIFER K EDDINGTON	1611 RAILTON CT APT K CLARKSVILLE TN 37043 931-801-8544	
17. AGUSTUS EDMONDS	2552 EMERALD COURT CLARKSVILLE TN 37042 931 561 4805	110 9TH AVENUE SOUTH NASHVILLE TN 37203
18. CHEYENNE FISHER	128 WEST CONCORD DR APT A CLARKSVILLE TN 37042 931 241 9633	
19. TAMMY L. FRAWLEY	200 S HAMPTON PL APT 3-106 CLARKSVILLE TN 37040 931-302-6810	70 TEXAS AVE FORT CAMPBELL KY 42223 2706401214
20. CHELSEA FREEMAN	8386 A WIRGHT ST FORT CAMPBELL KY 42223 336-501-6117	1598 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931-552-8698
21. JACQUELINE GEORGE	912 POPPY DR CLARKSVILLE TN 37042 931 216 9364	2541 PEACHERS MILL RD CLARKSVILLE TN 37042 931 648 3908
22. DESTINY DAWN GREEN	1246 HWY 49 ERIN TN 37061 931-534-8655	308 SOUTH SECOND STREET CLARKSVILLE TN 37040 931-552-1480
23. CAITLIN HALLBERG	1751 ASHLAND CITY RD APT B14 CLARKSVILLE TN 37043 931 217 7713	2531 8TH AVE S NASHVILLE TN 37201 615 493 9740
24. BERNITA B HANLEY	718 R S BRADLEY BLVD CLARKSVILLE TN 37042 931-291-2731	

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Notaries to be elected November 08,2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. BRITTANY HUBBARD	135 COMMERCE ST CLARKSVILLE TN 37040 989-600-5782	108 PUBLIC SQUARE CLARKSVILLE TN 37040 931-648-0656
26. PAMELA L JOHNSON	2875 JIM TAYLOR RD WOODLAWN TN 37191 931 237 2052	145 DOVER CROSSING CLARKSVILLE TN 37042 931 431 2235
27. SHANNON DEA JONES	219 HAPRER RD CLARKSVILLE TN 37043 931-494-7034	3059 ASHLAND CITY RD CLARKSVILLE TN 37043 931-245-5074
28. DECODY JONES	2112 RINGGOLD CT APT A CLARKSVILLE TN 37042 601 966 9721	
29. JASON KNIGHT	961 RIDGEWOOD DR CLARKSVILLE TN 37043 916-752-7807	961 RIDGEWOOD DR CLARKSVILLE TN 37043 9167527807
30. CHERYL L. LANKFORD	3367 POSSUM HOLLOW RD PALMYRA TN 37142 931 801-2900	310 N 1ST STREET CLARKSVILLE TN 37040 931 571 1212
31. KALEY C LEWIS	529 SOMERSET LN CLARKSVILLE TN 37042 334-806-9168	308 S SECOND ST CLARKSVILLE TN 37040 931-552-1480
32. KNA'KARI LIGGINS	382 WOODTRACE DR CLARKSVILLE TN 37042 903-330-6671	382 WOODTRACE DR CLARKSVILLE TN 37042
33. ASHLEY MAHAR	370 RENFRO CT CLARKSVILLE TN 37043 931 647 4840	
34. SHA-DAE MAIDEN	1153 WOODBRIDGE DR CLARKSVILLE TN 37042 860 770 5166	2279 RALEIGH CT CLARKSVILLE TN 37043 931 647 6516
35. JULIE ANN MARKER	326 KIMBROUGH RD CLARKSVILLE TN 37043 931-920-4105	111 S RIVERSIDE DR CLARKSVILLE TN 37043 931-552-1700
36. LORI J MASON	130 LAWN STREET CLARKSVILLE TN 37040 931 645 6600	9312202644
37. ASHLEA DYANNE MITCHELL	680 CRESTONE CT CLARKSVILLE TN 37042 615-606-5928	1477 TINY TOWN RD CLARKSVILLE TN 37042 9314362140



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Notaries to be elected November 08, 2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. TREY MITCHELL	943 LONG CREEK RD DOVER TN 37058 931 209 0333 188 MAPLEMERE DR CLARKSVILLE TN 37040 931 801 8085	1020 SMOKESTACK DR CLARKSVILLE TN 37043 931 552 0200 210 KRAFT ST CLARKSVILLE TN 37040 931 237 3787
39. CINDY O'BRYAN	2312 DOTSONVILLE ROAD CLARKSVILLE TN 37042 931-801-8116	1584 VISTA LANE CLARKSVILLE TN 37043 931-645-1126
40. LISA M. OWEN	4660 TROUGH SPRINGS RD ADAMS TN 37010 931 249 9266	2215 MADISON ST CLARKSVILLE TN 37043 931 645 1654
41. SARA A PHILLIPS	226 HAWKINS RD CLARKSVILLE TN 37040 931-206-2464	111 S RIVERSIDE DR CLARKSVILLE TN 37040 931 920 9215
42. BETH A POKORNY BECKEL	3694 OAKLAND RD CLARKSVILLE TN 37040 931-338-0365	
43. JUANITA PORTER	695 ARTIC AVE OAK GROVE KY 42262 615 495 7764	412 FRANKLIN ST CLARKSVILLE TN 37040
44. KARISSA RICHTERS	1439 MCCLARDY RD CLARKSVILLE TN 37042 931-645-9636	930 LUCY LANE CLARKSVILLE TN 37043 931-980-1860
45. DAWN ROSS	105 ROLLING MEADOW DR CLARKSVILLE TN 37040 931-206-3244	4657 W MAIN ST ERIN TN 37061 931-289-4224
46. TIMOTHY MARTIN RYE	2645 DEL RAY DR CLARKSVILLE TN 37040 732 599 5822	111 S RIVERSIDE DR CLARKSVILLE TN 37042 931 552 1891
47. NICOLE K SESSION	2238 SWEETBRIAR DR CLARKSVILLE TN 37043 931-801-8151	1915 ROSSVIEW RD CLARKSVILLE TN 37043 931-920-5594
48. ALISHA NORTH SHAFFER	1371 PITTYPAT RD CLARKSVILLE TN 37042 509-655-7246	
49. EMILY SHANGRAW	551 SUMMIT VIEW CIR CLARKSVILLE TN 37043 931-216-5639	711 PROVIDENCE BVLD CLARKSVILLE TN 37042 931-647-8077
50. JOY N SHEPARD		

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Notaries to be elected November 08, 2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
51. KIRK SIMPSON	3977 LAKEWOOD DR CLARKSVILLE TN 37043 254 415 5654	4270 KENILWOOD DR NASHVILLE TN 37204 800 333 4554
52. RACHAEL MAE SMITH	180 CAVE RD APT 204 CLARKSVILLE TN 37043 931-551-5697	308 SOUTH SECOND ST CLARKSVILLE TN 37040 931-552-1480
53. TARA L. SOUTHERLAND	1301 WOFFORD DRIVE CLARKSVILLE TN 37042 931-237-4998	120 COMMERCE ST CLARKSVILLE TN 37040 931-648-0611
54. JALANIE STEVENSON	2937 CORE DR CLARKSVILLE TN 37040 931 217 4043	11 CENTER COURT STE A CLARKSVILLE TN 37040 931 802 6650
55. JASMINA TOWNSEND	2145 BATAVIA ST CLARKSVILLE TN 37040 931-494-4326	
56. FREIDA ANN TRAVIS	620 GUSTY COURT CLARKSVILLE TN 37043 931-249-4892	2 MILLENNIUM PLAZA STE 101 CLARKSVILLE TN 37040 931-648-5703
57. STANLEY TRUITT	1065 ROSSVIEW RD CLARKSVILLE TN 37043 931-645-7656	1065 ROSSVIEW RD CLARKSVILLE TN 37043 9312069222
58. MELINDA TYRE	1385 N LIBERTY CHURCH ROAD CLARKSVILLE TN 37042 931 232 6382	111 S RIVERSIDE DRIVE CLARKSVILLE TN 37042 931 552 1891
59. JESSICA L VALENTINE	1817 BOURNE CIR CLARKSVILLE TN 37043 931 436 7831	2971 INTERNATIONAL BLVD CLARKSVILLE TN 37043
60. KANDICE CHANEL WALLACE	340 GLENN ST CLARKSVILLE TN 37040 931 801 6648	500 KRAFT ST CLARKSVILLE TN 37040 931 647 9750
61. KELICIA WEATHERSPOON	2159 BLAKEMORE DR CLARKSVILLE TN 37040 931-542-8218	
62. TIFFANY CHAPMAN WILLIAMS	389 WOODTRACE DR CLARKSVILLE TN 37042 615 710 2259	MEMPHIS TN 38135

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Notaries to be elected November 08,2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
63. APRIL WILLIAMS	3716 CINDY JO DR S CLARKSVILLE TN 37040 812 760 3969	601 COLLEGE ST CLARKSVILLE TN 37040
64. JACKIE WILSON	786 PARADE CT CLARKSVILLE TN 37040 931 802 9561	305 DOVER RD CLARKSVILLE TN 37042 931 522 6722
65. ROBERT G WORTH	3815 HEAD RD ADAMS TN 37010 931 320 0438	2147 WILMA RUDOLPH BLVD SUITE CLARKSVILLE TN 37040 931 647 3600

## **COUNTY MAYOR NOMINATIONS**

**November 8, 2021**

### **COMMUNITY CORRECTIONS ADVISORY BOARD**

Garland Johnson (commissioner) nominated to serve another three-year term with term to expire November 2024.

Helen Young nominated to replace John Carney (Representative, District Attorney General) with term to expire coterminous.

Brian Rives (Probation Officer) nominated to serve another two-year term with term to expire November 2023.

Mary Davila (non-profit agency) nominated to serve another two-year term with term to expire November 2023.

Sonya Hobbs (non-profit agency) nominated to serve a two-year term with term to expire November 2023.

Tony Eldridge (private citizen) nominated to serve another two-year term with term to expire November 2023.

Patrice Hannah (private citizen) nominated to serve another two-year term with term to expire November 2023.

Jason White (private citizen) nominated to serve another two-year term with term to expire November 2023.

### **VETERANS SERVICE ORGANIZATION**

Tipnie Mack nominated to replace Douglas Heimback for a four-year term to expire November 2025.



MONTGOMERY COUNTY

Zone 3

2021 COUNTY ROAD LIST

JULY 1, 2021 THRU SEPTEMBER 30, 2021

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
MARTHAS CHAPEL ROAD	HOT MIX	4.10	10/18/2021	OVERLAY 2 MI. WITH HOT MIX.

## MONTGOMERY COUNTY

Zone 4

## 2021 COUNTY ROAD LIST

JULY 1, 2021 THRU SEPTEMBER 30, 2021

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
APPLE VALLEY RD.	HOT MIX	.23	10/18/21	OVERLAY WITH HOT MIX.
CLAY HILLS DR.	HOT MIX	.11	10/18/21	OVERLAY WITH HOT MIX.
LAKEWOOD DR.	HOT MIX	.41	10/18/21	OVERLAY WITH HOT MIX.
LEGACY CT.	HOT MIX	.06	10/18/21	OVERLAY WITH HOT MIX.
LEGACY DR.	HOT MIX	.21	10/18/21	OVERLAY WITH HOT MIX
PRESTO CT.	HOT MIX	.05	10/18/21	OVERLAY WITH HOT MIX
PRESTO CT.	HOT MIX	.05	10/18/21	CORRECTION ON RD WIDTH/ CHANGE .25 FT TO .24 FT.
PRESWICKE PLACE	HOT MIX	.50	10/18/21	OVERLAY WITH HOT MIX.
ROSEBURY LANE	HOT MIX	.32	10/18/21	OVERLAY WITH HOT MIX.
STONE TRAIL DR.	HOT MIX	.11	10/18/21	OVERLAY WITH HOT MIX.
WICKE RD.	HOT MIX	.15	10/18/21	OVERLAY WITH HOT MIX.

RESPECTFULLY SUBMITTED,



JEFF BRYANT, HIGHWAY SUPERVISOR



ED GROVES, COMMISSIONER



ORVILLE LEWIS, COMMISSIONER

10/20/21  
DATE

**A RESOLUTION TO REQUEST THE GENERAL ASSEMBLY  
TO ENACT A PRIVATE ACT RELATIVE TO MONTGOMERY COUNTY  
GENERAL SESSIONS COURT JUDGE'S COMPENSATION**

**WHEREAS**, the MONTGOMERY COUNTY, TENNESSEE General Sessions Court Judges preside over a large volume of small claims civil; misdemeanor criminal, and juvenile court cases; and

**WHEREAS**, it is in the best interest of the citizens of MONTGOMERY COUNTY, TENNESSEE, that the General Sessions Court Judges' compensation be set at a level that would encourage highly qualified attorneys to seek the office of General Sessions Court Judge and which will adequately and fairly compensate the General Sessions Court Judge for handling the volume of cases; and

**WHEREAS**, by private act the General Assembly may set MONTGOMERY County General Sessions Court Judges' compensation at an amount equal to the compensation received by chancellors and Circuit Court Judges of Montgomery County, Tennessee.

**NOW, THEREFORE, BE IT RESOLVED** by a two-thirds (2/3) vote of the county legislative body of MONTGOMERY County, meeting in regular session on this 8<sup>th</sup> day of November 2021, that the Montgomery County Commission, it's legislative body requests passage of a Private Act, and to the extent necessary any other legislation as follows:

Chapter 232 of the Private Actos of 1953, as amended by Chapter 164 of the Private Acts of 1955, Chapter 157 of the Private Acts of 1957, Chapter 276 of the Private Acts of 1961, Chapter 281 of the Private Acts of 1963, Chapter 12 of the Private Acts of 1967, Chapter 62 of the Private Acts of 1979, and Chapter 66 of the Private Acts of 1995, and all other acts amendatory thereto, is amended with additional language as follows:



Effective September 1, 2022, the annual salary of all general sessions judges of Montgomery County is set at an amount equal to the amount received annually by the circuit court judges and chancellors of Montgomery County. On July 1, 2023, and every July 1 thereafter, the annual salary of all of the general sessions judges of Montgomery County must be adjusted in accordance with the provisions of Tennessee Code Annotated, Section 8-23-103(2). The salary provided for the general sessions judges must be paid in twelve (12) equal installments. Further, any and all private acts, and/or any part thereof applicable to Montgomery County, Tennessee in conflict herewith is repealed.

**BE IT FURTHER RESOLVED THAT**, that this resolution, upon passage of 2/3's vote shall be delivered to the Legislative Delegation of Montgomery County for presentation to the next General Assembly for passage and copies of this resolution be mailed by the County Clerk to the members of the General Assembly representing the people of MONTGOMERY County.

Duly passed and approved this 8<sup>th</sup> day of November 2021.

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

**RESOLUTION TO AUTHORIZE THE EXECUTION OF A PURCHASE SALES  
AGREEMENT AND LEASE TO PURCHASE PROPERTY ON THIRD STREET AND  
HITER STREET FOR FUTURE COURT SERVICES EXPANSION**

**WHEREAS**, Montgomery County has been, and is, experiencing rapid growth in demand for the expansion of courtroom capacity and use as well as related judicial services; and

**WHEREAS**, Montgomery County has recently utilized square footage in the existing Courts Complex for the expansion of courtroom facilities and judicial support services and has no additional square footage for expansion of note without the removal and relocation of judicial services; and

**WHEREAS**, the Montgomery County Courts Complex is designed and built with security for courtroom services and access including access for Criminal Court activity; and

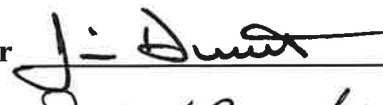
**WHEREAS**, the need for relocation of any judicial services or support would be better accommodated by a location adjacent to or adjoining the existing Courts Complex; and

**WHEREAS**, Montgomery County has located a willing seller who is willing to sell property that would be suitable for expansion and support services of the judicial courtroom activities at the Courts Complex.

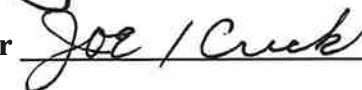
**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this 8<sup>th</sup> day of November 2021, that the County Mayor is hereby authorized to execute Exhibit A, a Purchase Sales Agreement and Exhibit B, a Lease Agreement, to procure the ownership of certain real property, improved and unimproved, but currently used for parking under the terms as set out therein.

**Duly passed and approved this 8<sup>th</sup> day of November 2021.**

Sponsor



Commissioner



Approved

County Mayor

Attest

County Clerk

## PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE SALE AND PURCHASE AGREEMENT (this "Agreement") made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (the "Effective Date") between Batson Nolan Realty Partnership, a Tennessee general partnership (hereinafter, "Seller"); and Montgomery County, Tennessee, a political subdivision of the State of Tennessee (hereinafter, "Purchaser").

### WITNESSETH:

**1. Sale and Purchase.** For the purchase price specified in this Agreement and subject to the terms and conditions specified herein, Seller agrees to sell and deliver to Purchaser, and Purchaser agrees to purchase and receive from Seller the following described real property:

(a) (i) an office building and adjacent parking lot located at 121 S. Third St., Clarksville, Tennessee, and being designated as Map and Parcel 066G-J-031.00 on the maps of the Montgomery County Assessor of Property, as depicted on Exhibit A attached hereto, and (ii) a parking lot owned by Seller, located on Hiter St., designated as Map & Parcel 066F-G-017.00 on the maps of the Montgomery County Assessor of Property, as depicted on Exhibit A attached hereto, together with all and singular the rights, privileges, interests, easements, leases, hereditaments and appurtenances thereunto in anywise incident, appertaining, or belonging to the land.

(b) all improvements, structures, and fixtures situated on the Real Property including, but not limited to, those certain buildings, structures, fixtures, and other improvements of every kind and nature presently situated on, in, or under or hereafter erected, installed, or used on the Real Property (the "Improvements");

(c) Seller's interest in all permits, licenses, certificates of occupancy, and governmental approvals that relate to the Real Property, to the extent assignable (collectively, the "Permits"); and

(d) The Real Property and the Improvements and all the foregoing are hereinafter sometimes collectively called the "Property".

(e) The Purchaser's obligation to purchase is subject to approval by the Montgomery County Commission of all funding.

**2. Purchase Price.** As consideration for the conveyance of the Property, Purchaser shall pay to Seller at Closing (as hereinafter defined) the total purchase price equal to Six Million Eight Hundred Thousand Dollars and 00/100 (\$6,800,000.00) (the "Purchase Price"). The Purchase Price shall be paid on the Closing Date (as defined herein) to Seller, subject to the Closing Adjustments (as defined in Section 15 hereof) and the payment of Closing Costs (as defined in Section 11 hereof), by certified funds or wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller.

**3. Earnest Money.** N/A

**4. Title.** During the Inspection Period, Purchaser may, at Purchaser's own expense, procure

a commitment to insure the Property (the "Title Commitment") with a title insurance provider (the "Title Agent") in the amount of the Purchase Price hereof, insuring good and marketable fee simple title to the Property in Purchaser. "Good and marketable fee simple title" shall mean fee simple ownership that is (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as defined herein), and (ii) insurable by a title insurance company reasonably acceptable to Purchaser, at the then current standard rates under the standard form of ALTA owner's policy of title insurance (ALTA Form B or equivalent), with the standard printed exceptions therein deleted to the extent that said standard printed exceptions maybe deleted pursuant to the execution by Seller of an affidavit provided by the Title Agent, without exception other than for the Permitted Exceptions (the "Title Policy").

Within ten (10) days after receipt of the Title Commitment, Purchaser shall give written notice of all exceptions which are not acceptable to Purchaser (the "Objectionable Exceptions"). If such timely notice is not provided to Seller, then such Objectionable Exceptions shall be considered permitted exceptions (the "Permitted Exceptions") on the Title Policy. Seller shall have ten (10) days after receipt of Purchaser's Objectionable Exceptions to advise Purchaser in writing which of such title defects or objections Seller does not intend to satisfy or cure; provided, however, Seller hereby agrees that Seller shall satisfy or cure any such defects or objections consisting of taxes then due and payable, mortgages, deeds of trust, mechanic's or materialmen's liens or other such monetary encumbrances caused by Seller. In the event Seller fails to give such written advice to Purchaser, Seller shall be deemed to have elected not to satisfy or cure any such defects or objections set forth in Purchaser's notice and Purchaser may elect either (a) to terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, in which event this Agreement shall be of no further force or effect and Purchaser and Seller shall have no further rights, obligations or liabilities hereunder, except as expressly set forth herein to the contrary, or (b) to accept title subject to such specific non-monetary encumbrances, whereupon such additional non-monetary encumbrances shall become Permitted Exceptions. Purchaser shall make such election no later than five (5) days after receipt of Seller's response to Purchaser's title objections. If Purchaser fails to make such election within such period, Purchaser shall be deemed to have elected to accept the Property subject to the applicable non-monetary encumbrances. Seller shall have until the Closing Date to satisfy or cure all such defects and objections which Seller agreed (or is obligated) to satisfy or cure as provided above, as well as any defect or objection arising after Purchaser's title objections are delivered to Seller. In the event Seller fails or refuses to cure any defects and objections which are required herein to be satisfied or cured by Seller prior to the Closing Date, then, at the option of Purchaser, (i) Purchaser may terminate this Agreement by written notice to Seller, in which event this Agreement shall be of no further force and effect, all Earnest Money shall be immediately returned to Purchaser and Purchaser and Seller shall have no further rights, obligations or liabilities hereunder, except as expressly set forth herein to the contrary, (ii) if any such defect or objection is one that Seller agreed (or is obligated) to satisfy or cure as provided above, Seller shall be in default hereunder and Purchaser shall be entitled to the remedies for default as limited by the terms hereof, or (iii) Purchaser may accept title to the Property subject to such defects and objections.

**5. Survey.** On or before the end of the Inspection Period, Purchaser may, at Purchaser's own expense, cause a current survey of the Property (the "Survey") to be prepared by a surveyor registered and licensed in the State of Tennessee.

**6. Inspection Period.** Within five (5) days after the Effective Date, Seller shall provide to Purchaser the Due Diligence Items, as set forth on **Exhibit B**, which is attached hereto and incorporated herein as if fully set-out verbatim. Seller shall only be required to furnish the Due Diligence Items to the extent they are in Seller's possession or subject to Seller's control.



Between the Effective Date and the Closing Date, Purchaser shall have the right to enter upon the Property at Purchaser's expense and at reasonable times, provided Purchaser delivers to Seller at least 24 hours prior notice in each instance and subject to Seller's consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Seller does not object with said 24 hours, Seller's consent shall be deemed given and Purchaser may enter Property to inspect, survey, examine, and test the Property as Purchaser may deem necessary as part of Purchaser's acquisition of the Property; provided, however, Purchaser may not take any soil or ground water samples with respect to the Property or do any other intrusive testing of the Property without Seller's consent, which consent shall be within Seller's sole discretion. Purchaser hereby agrees to restore, at Purchaser's sole cost and expense, the Property to substantially the same condition existing immediately prior to Purchaser's exercise of its rights pursuant to this Section 6, subject to casualty not caused by Purchaser, its agents or contractors. Purchaser shall have thirty (30) days after the Effective Date (the "Inspection Period") to evaluate the Property, the feasibility of the transaction, and any other matter of concern to Purchaser. The Purchaser is no obligated to purchase the property unless and until completion of inspection of the property and all noted deficiencies have been corrected or accounted for by a reduction of the purchase price.

During the Inspection Period, Purchaser shall have the right, in its sole discretion and determination, to terminate this Agreement by giving written notice to Seller prior to the expiration of the Inspection Period, if Purchaser determines based on an evaluation of the above that it is not desirable to proceed with the transaction, or if financing is not in place. In such event, the Escrow Agent shall promptly refund the Earnest Money to Purchaser in accordance with the provisions of this Agreement and the parties hereto shall have no further liabilities or obligations to each other, except as expressly set forth herein to the contrary. If Purchaser fails to timely notify Seller that it is not proceeding with the transaction, Purchaser shall waive its right to terminate this Agreement pursuant to this Section. In the event that Purchaser does not close and acquire the Property, Purchaser shall deliver to Seller within five (5) days of termination of this Agreement all documents and materials relating to the Property previously delivered or made available to Purchaser by Seller, together with copies of all tests, studies, inspections, zoning hearings and reports obtained by Purchaser pursuant to its inspection of the Property, all at no cost to Seller. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the provisions of this Section 6 shall survive both Closing and termination of this Agreement.

Seller agrees that, at any time upon or after the Effective Date of this Agreement, Purchaser may (but without any obligation to do so) serve not less than ten (10) Days' written notice to Seller of Purchaser's desire to waive its remaining diligence and permitted periods and to immediately proceed to Closing as stated in Section 10.

**7. Environmental Assessments.** Purchaser shall have the right to cause to be undertaken and completed a current environmental site assessment of the Property prepared by an environmental inspection and engineering firm designated by Purchaser (the "Environmental Assessment"). The Environmental Assessment shall contain such information as Purchaser shall require; provided, however, Purchaser may not conduct a phase two environmental site assessment or perform any other environmental testing beyond a phase one environmental site assessment without Seller's consent, which consent shall be within Seller's sole discretion. The cost of the Environmental Assessment shall be borne in accordance with Section 11 hereof.

**8. Warranties and Representations of Seller.** As of the Effective Date and again as of the Closing Date in the event this Agreement is not terminated in accordance with the terms hereof, Seller represents warrants and covenants to and with Purchaser as follows:

(a) Seller is fully seized and possessed of the Property subject to no rights of tenants; has full power and lawful authority to sell and convey the Property;

(b) No material action, suit or other proceeding (including, but not limited to, any condemnation action), is pending or, to Seller's Knowledge, has been threatened that concerns or involves the Property or Seller's interest in the Property;

(d) No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending or, to Seller's Knowledge, threatened, against Seller;

(e) Seller has not entered into any other contract to sell the Property or any part of the Property that is currently in effect;

(f) Seller will pay or cause to be paid prior to delinquency all Taxes and all other governmental charges levied or imposed upon or assessed against the Property between the Effective Date and the Closing Date, and will pay or cause to be paid all expenses incurred in connection with the ownership of the Property between the Effective Date and the Closing Date, but Seller's obligation shall not include any additional taxes that are attributable to any period after Closing that may become due as a result of a change in usage or ownership of the Property (the "Roll-Back Taxes") assessed against the Property, as such will be satisfied in accordance with Section 11 hereof.

(g) Except for such matters as in the aggregate are not likely to result in a material adverse effect on the business or financial condition of Seller, all tax or information returns required to be filed on or before the Effective Date by Seller with respect to the Property have been filed through the Effective Date or will be filed before the due date in accordance with all applicable laws.

(h) Between the Effective Date and the Closing Date, Seller shall control the Property so that, on the Closing Date, the Property will be in substantially the same condition as it exists on the Effective Date, normal wear and tear excepted.

(i) No lease, management, service and other contracts or agreements relating to the Property exist, except as are disclosed in the Due Diligence Material. Any said agreements may be terminated as of the Closing Date.

(j) On or before the Closing, Seller shall satisfy all legitimate debts validly secured by the Property or other liens or judgments filed against the Property.

(k) To Seller's Knowledge, Seller has received no written notice that there are unpaid and delinquent assessments for public improvements against the Property or that there is any property that was previously omitted from the tax rolls for which any assessments will be owed;

(l) To Seller's Knowledge, Seller has not received any written notice or written communication (each, an "NOV") from any governmental authority of any violations of any federal, state, county or municipal laws, ordinances, orders, applicable building or sign codes, or any other regulations and governmental requirements affecting the Property or any portion of the Property (including the conduct of business operations on the Property) ("Legal Requirements");

(m) Except with respect to issues, if any, specifically identified and disclosed in any environmental report(s) furnished to Purchaser by Seller, to Seller's Knowledge, (i) the Property is

not in violation of any Environmental Law (as defined below) relating to the Property; (ii) during Seller's term of ownership, the Property has not been used for the storage, treatment or disposal of hazardous substances (as defined by CERCLA), other than equipment, cleaning solutions, maintenance materials and other products (collectively, "Permitted Products") that are customarily used or stored incidental to the operation or maintenance of the Property and that are in ordinary quantities and have been used in strict compliance with all applicable Environment Law (as defined below); and (iii) no underground storage tanks have been or are currently located at the Property. As used in this Agreement, the term "Environmental Law" means any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or agency affecting the Property and pertaining to health or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. §§ 9601 et seq. ("CERCLA"), the Federal Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6901 et seq. ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801 et seq., or any other federal, state, or local law, ordinance or other Legal Requirements now or later promulgated pursuant to such laws or pertaining to the protection of human health or the environment, including, but not limited to, asbestos containing material, presumed asbestos containing materials, lead based paint or petroleum products or any fraction of the same;

(n) Seller is not a "foreign person," "foreign trust" or "foreign corporation" within the meaning of the United States Foreign Investment in Real Property Tax Act of 1980 and the Internal Revenue Code of 1986, as amended; and

(o) Seller is not a person or entity: (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>); (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above.

When used herein, the terms "knowledge" or "to Seller's Knowledge" or words of similar import mean the current actual knowledge of Seller, pertaining to the matters addressed in this Agreement and do not include constructive knowledge, imputed knowledge, or inquiry knowledge.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS of any kind or character, express or implied, with respect to the Property, its physical condition, suitability for a particular purpose or use, income to be derived therefrom or expenses to be incurred with respect thereto, or with respect to information or documents previously furnished to Purchaser or to be furnished to Purchaser pursuant to this Agreement. Notwithstanding anything contained in this Agreement to the contrary, this section shall survive the Closing or any termination of this Agreement.

PURCHASER ACKNOWLEDGES THAT THE CONVEYANCE OF THE PROPERTY IS SPECIFICALLY MADE "AS-IS" AND "WHERE-IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (EXCEPT ANY EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR THE EXHIBITS HERETO), INCLUDING IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHATSOEVER.

**9. Warranties and Representations of Purchaser.** As of the Effective Date and again as of the Closing Date in the event this Agreement is not terminated in accordance with the terms hereof, Purchaser represents, warrants and covenants to and with Seller as follows:

(a) Purchaser is duly organized and validly existing under the laws of the State of its formation.

(b) Purchaser has the lawful right, power and authority to own the Property. Purchaser has all necessary power and authority, and financial capacity to enter into this Agreement and to enter and deliver the Closing Documents required to be executed by Purchaser pursuant to the terms hereof and to perform Purchaser's obligations hereunder and thereunder subject to approval by the Montgomery County Commission. Purchaser is not in default under its organizational documents and no consents, approvals, waivers, notifications, acknowledgments or permissions by any third party are required, or if required have been obtained, in order for Purchaser to execute and perform under this Agreement.

(c) There are no actions, suits or proceedings pending or to Purchaser's knowledge threatened against, by or affecting Purchaser that question the validity or enforceability of this Agreement or any action taken by Purchaser under this Agreement, in any court or before any governmental authority, domestic or foreign.

(d) The execution and delivery of this Agreement and the other Closing Documents required to be executed and delivered by Purchaser and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and the other Closing Documents required to be executed and delivered by Purchaser are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Purchaser is a party, any judicial order or judgment of any nature by which Purchaser is bound, or the organizational documents of Purchaser.

(e) On the Closing Date, all actions will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed and delivered by Purchaser on the Closing Date pursuant to the terms of this Agreement, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and all other acts necessary and appropriate for the consummation of the purchase of the Property as contemplated by and provided for in this Agreement.

(f) No pending or, to the knowledge of Purchaser, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal, invalid or non-binding any of Purchaser's obligations or covenants to Seller.

(g) Other than Seller's representations set forth in this Agreement, Purchaser has not relied on any representation or warranty made by Seller or any representative of Seller in connection with this Agreement and the acquisition of the Property.

**10. Closing.** The closing of the purchase and sale of the Property as described in this Agreement (the "Closing") shall be at such time and place and on such date as may be agreed upon by Purchaser and Seller (the "Closing Date"); provided, however, that the Closing Date shall occur on or before **December 31, 2021**. Time shall be of the essence of this Agreement.

**11. Closing Costs.** The “Closing Costs” shall include, as applicable:

(a) Seller shall be responsible for the following items: (1) payment of any and all liens affecting the Property, including all release fees; (2) Seller’s attorney fees; (3) preparation of the Special Warranty Deed; and (4) all Seller related and customary escrow and closing costs.

(b) Purchaser shall be responsible for the following items: (1) Purchaser’s closing fee, document preparation fee, and Purchaser’s attorney fees; (2) all charges for the recordation of the instruments conveying title to the Property, including conveyance tax; (3) all costs of Purchaser’s inspection of the Property; (4) Title Agent’s title search and examination fee; (5) premium associated with the issuance of a standard Owner’s Title Insurance Policy as described herein; (6) charges and fees associated with the origination and consummation of the loan, to include the premium for any Loan Title Insurance Policy, including any endorsements thereto, if any; (7) costs for the Survey; (8) costs for Environmental Assessments; (9) payment of any Roll-Back Taxes, and (9) all Purchaser related and customary escrow and closing costs.

**12. Proceedings at Closing.** On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Purchaser the following documents and instruments, duly executed by or on behalf of Seller: (1) Special Warranty Deed or other such deed that limits warranties of Seller to the period during which Seller owned the Property, in form and substance reasonably satisfactory to Purchaser and Seller, conveying the Property utilizing the legal description as set forth on the Survey; (2) upon the request of Purchaser, and at Purchaser’s expense, a quitclaim deed using the legal description established by the Survey; (3) the Additions to Seller’s Closing Documents set forth on Exhibit “B” attached; (4) a settlement statement with respect to the Closing duly executed by Seller; (5) evidence in form and substance reasonably satisfactory to Purchaser that Seller has the power and authority to execute and enter into this Agreement and to consummate the sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Seller, the performance by Seller of all of Seller’s duties and obligations under this Agreement, and the execution and delivery by Seller of all Closing Documents to be executed and delivered to Purchaser at Closing, have been accomplished; and (6) such other normal and customary documents or instruments as are reasonably required by Purchaser in order to consummate the transactions contemplated by this Agreement.

(b) Purchaser shall deliver to Seller the following, if the same have not been theretofore delivered by Purchaser to Seller: (1) the Purchase Price in accordance with the provisions of this Agreement; (2) a certified copy of all appropriate entity action authorizing the execution, delivery and performance by Purchaser of this Agreement and the other Closing Documents; (3) a settlement statement with respect to the Closing duly executed by Purchaser; (4) such other Closing Documents as may be reasonably necessary to consummate the transactions with Seller under this Agreement.

**13. Conditions to Purchaser’s and Seller’s Obligations.**

(a) Purchaser’s obligation to consummate the purchase of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived by Purchaser, in whole or in part, on or as of the Closing Date: (1) approval of this transaction by the County Commission of Montgomery County, Tennessee; (2) Purchaser obtaining, and having in place at closing, all financing satisfactory necessary for



Purchaser for to pay the full Purchase Price and construction of the road (3) the representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date; (3) Purchaser shall not have terminated this Agreement pursuant to an express right to terminate set forth in this Agreement; and (4) all of Seller's obligations pursuant to the terms of this Agreement shall have been performed or waived by Purchaser.

(b) If any of the conditions set forth in Section 13(a) hereof have not been satisfied, waived or performed on or as of the Closing Date, Purchaser shall have the right, at Purchaser's option, either: (1) to terminate this Agreement by giving written notice to Seller on or before the Closing Date, in which event all rights and obligations of the parties under this Agreement shall expire, except as expressly set forth herein to the contrary; or (2) if such failure of condition constitutes a breach of representation or warranty by Seller, constitutes a failure by Seller to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement, or otherwise constitutes a default by Seller under this Agreement, to exercise such rights and remedies as may be provided for in Section 18 hereof.

(c) Seller's obligation to consummate the sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived by Seller, in whole or in part, on, or as of the Closing Date: (1) the representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects on and as of the Closing Date; (2) Purchaser shall not have terminated this Agreement pursuant to an express right to terminate set forth in this Agreement; and (3) all of Purchaser's obligations pursuant to the terms of this Agreement, including without limitation delivery of the Purchase Price, shall have been performed;

(d) If any of the conditions set forth in Section 13(c) hereof have not been satisfied, waived or performed on or as of the Closing Date, then Seller shall have the right, at Seller's option, either: (1) to terminate this Agreement by giving written notice to Purchaser on or before the Closing Date, in which event all rights and obligations of the parties under this Agreement shall expire, except as expressly set forth herein to the contrary, or (2) if such failure of condition constitutes a breach of representation or warranty by Purchaser, constitutes a failure by Purchaser to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement or otherwise constitutes a default by Purchaser under this Agreement, to exercise such rights and remedies as may be provided for in Section 17 hereof.

**14. Post-Closing Occupancy / Lease.** Simultaneously with the closing of the purchase and sale of the Property as stated herein, Purchaser shall enter into a Lease Agreement with Batson Nolan PLC upon the terms set forth in the Lease Agreement attached hereto as Exhibit C.

**15. Closing Adjustments.** The prorations and adjustments described in this Section 15 (collectively the "Closing Adjustments") shall be made between Purchaser and Seller at Closing or thereafter.

(a) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (the "Taxes") for the year in which Closing occurs shall be prorated as of the Closing Date but shall not include any Roll-Back Taxes. Seller shall pay Taxes for all previous years. In the event the Taxes are not determinable at the time of Closing, the Taxes shall be prorated on the basis of the best available information (the "Estimated Taxes"). In the event any of the Taxes are delinquent at the time of Closing, the same shall be paid at Closing. If the Taxes are not paid at Closing, Seller shall deliver to Purchaser the bills for the Taxes promptly upon receipt thereof and Purchaser shall thereupon be responsible for the payment in full of the

Taxes. Notwithstanding the foregoing, in the event actual Taxes for the year in which Closing occurs exceed the Estimated Taxes such year (the "Tax Excess") or Estimated Taxes for the year in which Closing occurs exceed the actual Taxes for such year (the "Tax Refund"), Seller and Purchaser shall equitably prorate and pay such Tax Excess or such Tax Refund;

(b) All other items of expense and income regarding the ownership of the Property shall be prorated as of the Closing Date.

In the event that any of the prorations or adjustments described in this Section 15 are based upon estimated or erroneous information, then the parties shall make between themselves any equitable adjustment required by reason of any difference between such estimated or erroneous amounts and the actual amounts of such sums. In making the prorations required by this Section 15, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Purchaser.

**16. Condemnation.**

In the event of the taking of all or any part of the Property by condemnation or eminent domain proceedings, or agreement in lieu thereof, or the commencement of any such proceedings prior to Closing, Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money shall be refunded to Purchaser immediately upon request, all rights and obligations of the parties under this Agreement shall expire and this Agreement shall become null and void, except as expressly set forth herein to the contrary. If Purchaser does not so terminate this Agreement, the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking, and, at Closing, Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable thereafter by reason of any taking.

**17. Seller's Remedies if Breach by Purchaser.** If (i) Purchaser shall fail to perform or comply with any of the terms, covenants or agreements required by this Agreement to be performed or complied with by Purchaser, or (ii) the purchase and sale of the Property are otherwise not consummated in accordance with the terms and provisions of this Agreement due to a default by Purchaser under this Agreement, the Earnest Money shall be delivered to Seller as full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser under this Agreement will be difficult to ascertain, that the Earnest Money represents the parties' best estimate of such damages and that the parties believe the Earnest Money is a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages in the event of Purchaser's default and as compensation for Seller's taking the Property off the market during the term of this Agreement. Such delivery of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Purchaser under this Agreement.

**18. Purchaser's Remedies if Breach by Seller.** If (i) Seller shall fail to perform or comply with any of the terms, covenants or agreements required by this Agreement to be performed or complied with by Seller, or (ii) the purchase and sale of the Property are otherwise not consummated in accordance with the terms and provisions of this Agreement due to a default by Seller under this Agreement, then and in either of such events the Earnest Money shall be refunded to Purchaser immediately upon request, and Purchaser may, at its option, elect one of the following:

(a) compel Seller to convey the Property to Purchaser by a suit for specific performance, and, if Purchaser prevails in such suit, to recover all costs incidental to such suit,

including reasonable attorneys' fees, or

(b) declare this Agreement terminated and Seller shall deliver a Default Payment to Purchaser, this Agreement shall be terminated, and the parties shall have no further liability or responsibility to each other, except as expressly set forth herein to the contrary. For purposes of this Section 18, a "Default Payment" shall be the amount expended by Purchaser for due diligence, analysis and financing related to the purchase and sale of the Property under this Agreement, including without limitation costs and expenses related to the Commitment, the Survey, the Environmental Assessment, inspections made within the Inspection Period, any fees or other costs incurred by Purchaser related to financing the purchase of the Premises, and attorney fees; provided, however, in no event shall the Default Payment exceed \$5,000.00. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages in the event of Seller's default and as compensation for Purchaser's pursuit of the Property during the term of this Agreement. Other than specific performance, which may be elected by Purchaser in its discretion, the payment described in this paragraph shall be the sole and exclusive remedy of Seller by reason of a default by Purchaser under this Agreement.

**19. Survival.** All the provisions of this Agreement (including, without limitation, the representations, covenants and warranties of Seller and Purchaser as set forth in this Agreement), shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Special Warranty Deed and the payment of the Purchase Price for a period of one hundred eighty (180) days following the Closing Date. The indemnification provisions of this Agreement shall survive both Closing and any termination of this Agreement without time limit.

**20. Notices.** All notices, demands, or other communications of any type (herein collectively referred to as "Notices") required or permitted to be given by Seller to Purchaser or by Purchaser to Seller, whether required by this Agreement or in any way related to the transaction contemplated herein, shall be void and of no effect unless given in accordance with the provisions of this section. All Notices shall be in writing and delivered to the person to whom the Notice is directed, by (a) personal delivery, (b) by United States Mail, as a Registered or Certified item, Return Receipt Requested, or (c) by nationally-recognized overnight courier, such as Federal Express. Notices personally delivered shall be deemed given upon receipt and notices mailed or sent by overnight courier shall be deemed given when deposited in a post office or other depository under the care or custody of the United States Postal Service or with the overnight courier, as applicable, enclosed in a wrapper with properly postage affixed, to the address for each party set forth below its execution of this Agreement.

**21. Assignment.** Neither Seller nor Purchaser may assign their respective rights or delegate their respective duties or obligations arising under this Contract without the prior written consent of the other party.

**22. Construction and Interpretation.** This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Tennessee, without reference to the principles of conflict of laws of such State.

**23. Waiver or Modification.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by a duly authorized officer of each of Purchaser and Seller, or, in the case of a waiver or consent, by or on behalf of the party or parties waiving compliance or giving such consent. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the

same. No waiver by any party of any condition, or of any breach of any covenant, agreement, representation, or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such covenant, agreement, representation, or warranty.

**24. Attorney's Fees.** In the event it becomes necessary for either party hereto to file a suit to enforce or interpret this Agreement or any provision contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, its costs and expenses incurred in connection with such suit together with reasonable attorney's fees incurred in such suit and fixed by a court of competent jurisdiction.

**25. Descriptive Headings.** The descriptive headings of the several articles and sections contained in this Agreement are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**26. Exhibits.** Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

**27. Entire Agreement.** This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Agreement.

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

**29. Construction.** The parties acknowledge that each party and its counsel have reviewed, commented on, and approved the Agreement, and the rule of construction providing that ambiguities within the Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**30. Effective Date.** For all purposes hereof, this Agreement shall be deemed effective ("Effective Date") on the date that it is executed by both Seller and Purchaser.

**31. Real Estate Commissions.** Seller and Purchaser each represent and warrant to the other that it has not dealt with any broker or finder in the negotiation of this transaction. Each party agrees to and does hereby indemnify, defend and hold the other harmless against the payment of any commission or finder's fee to any other person or entity claiming by, through or under such party, as applicable. This provision shall survive the Closing or any earlier termination of this Agreement.

**32. Computation of Time; Business Days.** Any time period provided for in this Agreement that expires on a Saturday, Sunday or national bank holiday shall extend to the next full business

day. The term “business day” used in this Agreement shall mean any day other than a Saturday, Sunday or national bank holiday. The term “day” used in this Agreement shall mean any calendar day including a Saturday, Sunday or national bank holiday unless otherwise specified.

**33. Like-Kind Exchange.** Seller and/or Purchaser may sell or purchase the Property, or any part thereof, pursuant to a like-kind exchange intended to qualify for tax deferral pursuant to Section 1031 of the Internal Revenue Code. Each party will cooperate with the other to facilitate such exchange, provided that there shall be no additional cost or liability to such cooperating party and provided further that the closing shall not be postponed or delayed on account of such exchange. An assignment of this Agreement shall be permitted in connection with such an exchange.

**SIGNATURE PAGE(S) FOLLOW**

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IN WITNESS WHEREOF, Purchaser has caused their duly authorized representatives to execute and deliver this Agreement, all as of the Effective Date.

**PURCHASER:**

MONTGOMERY COUNTY, TENNESSEE

By: \_\_\_\_\_

Jim Durrett,  
Its: County Mayor

Date: \_\_\_\_\_

Initial Address for Notices:

Two Millennium Plaza,  
Clarksville, Tennessee 37040  
Attention: Mayor  
Telephone: (931) 648-5787

With a copy to:

Tim Harvey,  
County Attorney  
310 Franklin St.  
Clarksville, TN 37040  
Telephone: (931) 552-0549

IN WITNESS WHEREOF, Seller has caused their duly authorized representatives to execute and deliver this Agreement, all as of the Effective Date.

**SELLER:**

BATSON NOLAN REALTY PARTNERSHIP  
a Tennessee general partnership

By: \_\_\_\_\_  
D. Mark Nolan  
Its: Managing Partner

Date: \_\_\_\_\_

Initial Address for Notices:

121 S. Third St.  
Clarksville, TN 37040

Telephone:     (931) 647-1501

## EXHIBIT "A"

Depiction of the Property



## **EXHIBIT "B"**

### Additions to Seller's Closing Documents

#### Due Diligence Items

This SCHEDULE (hereinafter "Exhibit B"), between Seller and Purchaser is entered into and is effective as of the Effective Date of the Agreement. In consideration of the mutual covenants and other good and valuable consideration as provided in the Agreement, the sufficiency of which is hereby acknowledged, the following are the Due Diligence Items (collectively, the "Due Diligence Items"). The following are to be delivered by Seller to Purchaser to the extent they exist and are in the possession of or subject to the control of Seller.

1. Most recent property tax assessments and tax bills pertaining to the Property.
2. The most recent Survey, ALTA (American Land Title Association) of the Property or if such a survey is not available, the most recent survey of the Property prepared by a licensed Tennessee surveyor.
3. All environmental reports covering any of the Property, if any.
4. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations, together with the pertinent notices, demands, pleadings and other documents pertaining to the Property, if any.

**EXHIBIT “C”**

Lease Agreement



## LEASE AGREEMENT

<u>Effective Date:</u>	January 1, 2022
<u>Lessor:</u>	Montgomery County, Tennessee, a political subdivision of the State of Tennessee
<u>Lessee:</u>	Batson Nolan PLC, a Tennessee professional liability company
<u>Premises:</u>	(i) Office Building and parking lot at 121 S. Third St., Clarksville, Tennessee, being designated as Map and Parcel 066G-J-031.00 on the maps of the Montgomery County Assessor of Property.  (ii) parking lot owned by Seller, located on Hiter St., being designated as Map and Parcel 066F-G-017.00. on the maps of the Montgomery County Assessor of Property.

The foregoing information is incorporated into and made a part of this Lease Agreement between Lessor and Lessee (this "Lease"), and the capitalized and underlined terms set forth above are used as defined terms in this Lease.

Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the Premises, subject to the terms below.

**(1) Premises.** In consideration of the rents agreed to be paid and the covenants hereinafter set out to be performed by the Lessee, Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor, the following described real property (the "Leased Premises"):

- (a) 23,160 sq ft Office Building and parking lot at 121 S. Third St., Clarksville, Tennessee, together with all other rights privileges, easements and licenses appurtenant thereto, being designated as Map and Parcel 066G-J-031.00 on the maps of the Montgomery County Assessor of Property.
- (b) parking lot owned by Seller, located on Hiter St., being designated as Map and Parcel 066F-G-017.00. on the maps of the Montgomery County Assessor of Property.
- (c) The improvements currently located on the Leased Premises, together with all other improvements hereafter erected thereon.

**(2) Lease Term.** This Lease shall be for a term of Eighteen (18) months, to commence on the 1st day of January 2022, and to end on the 31st day of June 2023. The Lessee has no right to hold over except as set out in this lease or upon the express written agreement of the Lessor. Should Lessor and Lessee agree to continuing the Lease of the Leased Premises with the consent of the Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this Lease. Further, Lessor agrees, during any initial term or additional term, Lessee may terminate this lease and vacate upon 60 days' notice to the Lessor.

(b) Landlord shall provide one (1) six (6) month option to extend the Lease, with at least sixty (60) days advance written notice by Lessee to Lessor, at the then prevailing market rate of similar commercial buildings in the area, to be determined by Wayne P. Wilkinson, CCIM, 308 Franklin Street, Clarksville, Tennessee 37040, but otherwise subject to same terms and conditions in the Lease.

**(3) Possession Date.** Lessor and Lessee agree that Lessee was in possession upon the effective date of this Lease Agreement.

**(4) Basic Rent.** Lessee shall pay the annual sum of Thirteen Dollars (\$13.00) per square foot, for the 23,160 sq ft of office space, payable per month in equal installments for rental of the Leased Premises, which shall be due and payable in advance on the first day of each month, without demand and made to Lessor at: Two Millennium Plaza, Clarksville, TN 37040, which address may be changed from time to time by Lessor by giving notice as hereinafter set forth.

**Rent Abatement.** In consideration of the termination of Lessee's existing Lease and Lessee's efforts to vacate the Leased Premises as expeditiously as possible, Lessee shall receive free rent over eighteen (18) months in the total amount of \$451,620.00. Thus, Lessee shall receive from Lessor free rent in Year 1 in the amount of \$301,080.00, and there will be no rent charged to Lessee in Year 1 except additional rents as otherwise setout herein. In Year 2, Lessee shall receive free rent in the amount of \$150,540.00, and thus no rent will be charged for the first six (6) months of Year 2 of this lease. No other Lessee obligation herein is abated. In the event the Lessee elects to extend the lease term for an additional six (6) months, as stated in Section 2, Lessee shall pay Lessor rent in the amount of the then prevailing market rate of similar commercial buildings in the area, to be determined by Wayne P. Wilkinson, CCIM, 308 Franklin Street, Clarksville, Tennessee 37040.

**(5) Late Payments.** If said rent is not paid by the Fifth (5<sup>th</sup>) day of the respective month in which it is due and payable, the rent will be considered late and (a) Lessee will be in default, lease is terminated or (b) Lessee charged 10% late fee or Default Rate.

**(6) Security Deposit.** Upon signing of this Lease, Lessee agrees to pay Lessor the sum of (\$0.00) as Security Deposit. Said Security Deposit will be refunded to Lessee at the expiration of said Lease less any damages found to be caused by Lessee during the term of this Lease and less any unpaid rents. Lessor may, at his option, hold the Lessee accountable for any and all expenditures exceeding said amount.

**(7) Condition of Premises.** By accepting and occupying the premises, the Lessee agrees that the same are approved by it and are received in good order and condition. All maintenance on the premises, inside and outside, shall be the obligation of the Lessee. The Lessee further agrees that it will keep the premises in good order and will return same in good order and condition upon the expiration or termination of this Lease, ordinary wear and tear excepted; and on failure so to do, the Lessor may have the premises put in the stipulated condition and hold the Lessee accountable for any expenditures so required or hold the Lessee liable for damages, all at the Lessor's option. The parties agree to the condition of the premises as shown on an inspection report prepared at the request of the Lessor prior to the Lease execution and will compare the same to any inspection report prepared at the request of the Lessor at the termination of the lease term for incomplete maintenance, normal wear and tear excepted.

**(8) Maintenance.** Lessee expressly hereby agrees that they shall be responsible for all maintenance on the premises, inside and outside, including but not limited to the heating, ventilating, air conditioning, electrical, plumbing, other utilities, interior and exterior, including parking areas, blacktop, landscaping, and equipment shall be the obligation of the Lessee. The Lessee further agrees that the premises will be maintained in good order and will be returned in such condition upon the expiration or termination of this Lease, ordinary wear and tear excepted. Upon failure to do so, the Lessor may have the premises put in the stipulated condition and hold the Lessee accountable for any expenditure so required or hold the Lessee liable for damages, all at the Lessor's option.

**(9) Utilities.** Lessee shall, at Lessee's own expense, provide for electricity, water, sewer, gas, telephone service, cable, and other utilities rendered to the Leased Premises during the Lease term and any extensions.

**(10) Keys, Safes and Security Systems.** At termination of Lease, Lessee agrees to surrender to Lessor all keys to unlock each door entering the Building, and all such keys, combinations to locks on all safes, cabinets and vaults which will remain in the Building.

**(11) Remodeling and Structural Improvements.** All installations and improvements now or hereafter placed on the Leased Premises shall be at Lessee's cost. Lessee shall not make any structural alterations and/or improvements on the Leased Premises and shall not remove or demolish any improvements on the Leased Premises without first obtaining the Lessor's express written consent, which shall not be unreasonably withheld in each instance. Consent in one instance shall not be deemed consent to any other improvements and / or alterations. The Lessee agrees that any and all improvements made shall be done in a proper workmanlike fashion and in full compliance with all applicable building code regulations, and in accordance with the standards of construction of like structures in the Montgomery County area.

Lessee shall be responsible for and shall carry insurance covering any improvements or betterments made by Lessee to the Leased Premises and all their equipment, trade fixtures, and other property therein or thereon in accordance with paragraph 16 of this lease agreement.

**(12) Signs.** The Lessee shall have the right, at the Lessee's sole expense, to install and maintain, signs (including a pylon sign) upon the Premises subject to any applicable governmental laws, ordinances, regulations and other requirements. Lessee's signs may contain Lessee's color schemes and logos.

Upon the termination of this Lease (if no Lessee Default exists) Lessee shall remove all such signs in such a manner so as to avoid injury or defacement of the Leased Premises, and at their own expense make any restoration of the Leased Premises necessitated by such removal, and all such trade fixtures shall remain the property of the Lessee.

**(13) No Mechanic's Liens.** Lessee shall promptly pay when and as due for all improvements and shall not permit or suffer mechanics' or furnishers' liens or other comparable charges to be placed against the Premises or attached to the realty. In the event any lien claim be filed against the Premises as a result of any such improvements by the Lessee, the same shall be removed within fifteen (15) days by posting a bond or other appropriate means. Failure to so terminate such lien within the time stated will permit the Lessor, without further demand, notice, or reentry to terminate this Lease and put out the Lessee or other person occupying the Leased Premises and to remove all personal property of any occupant therefrom. All improvements, replacements or betterments made by Lessee during the term of the Lease pursuant to the provisions above herein shall be the property of the Lessor. This provision shall not include trade fixtures which as otherwise provided herein shall remain the property of the Lessee.

If Lessee shall fail to discharge or bond around a lien for which Lessee is responsible hereunder within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge such lien or claim by paying the amount claimed to be due. Any amount paid by Lessor for the satisfaction of a lien or claim for which Lessee is responsible hereunder shall be paid by Lessee to Lessor on demand, with a 10% (ten percent) penalty. / OR "Default Rate".

**(14) Use of Premises.** Lessee agrees that they shall use the premises as a law firm only. Lessee further agrees that they will not permit any use of the premises which will void, invalidate or increase the rates for insurance thereon, and will further utilize and occupy the premises in full compliance with all statutes, ordinances and governmental regulations applicable thereto, and will suffer no violation of same.

**(15) Indemnity.** Lessee agrees to hold the Lessor harmless against all claims for personal injury, death

or property damage by any parties or persons, including, but not limited to, Lessee and its employees, invitees and licensees, who may sue or demand damages for injuries sustained upon the premises or upon the sidewalks adjacent thereto, or claim as a result of this Lease or any aspect thereof during the term of this Lease. Further, Lessee agrees to hold the Lessor harmless against any and all costs and expenses (including any costs of defense) incurred or arising out of such claims. Lessee further agrees that at all times during this Lease the Lessee will, at Lessee's expense, carry public liability insurance, protecting both Lessee and Lessor against claims for personal injury, death or property damage. Such insurance shall be maintained in an amount of not less than \$895,000 for any person injured in any one incident, and \$1,000,000 for persons injured in any one incident, and \$1,000,000 property damages and/or total limits of \$2,000,000, and shall be carried in a company or companies approved by the Lessor, qualified to do business in the State of Tennessee. The Lessee agrees further to furnish to Lessor, from time to time, policies and/or receipts showing coverage maintained, and payment of premiums or other satisfactory evidence that such insurance remains in full force and effect and that the Lessor is named as insured therein.

**(16) Lessee to Furnish Fire Insurance.** Lessee agrees that they will, throughout the Lease term, keep the Leased Premises, including all and any improvements constructed by the Lessee during the Lease term, covered by fire and extended coverage insurance in an amount which at all times shall in no event be less than the replacement value of the property and shall also carry plate glass insurance covering the premises; or in the event Lessor shall so elect, Lessor may carry such insurance, at Lessee's expense. All such insurance, whether taken by the Lessee or the Lessor, shall be payable to the Lessor and Lessee as their interest shall appear. Such insurance premiums shall be paid by the Lessee and proof of such payment shall be furnished to the Lessor at least ten (10) days prior to any expiration date of such policy. Further, it shall be the responsibility of the Lessee to secure all physical damage insurance coverage for any and all of Lessee's personal effects located within or upon the premises.

The Lessor and Lessee on their own behalf and on their respective insurers' behalf hereby expressly waive any and all claims against each other for loss and/or damage to the premises, property or business caused by any of the perils contained in standard fire insurance policies with extended coverage or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, the foregoing waivers do not invalidate any policy of insurance of the Lessor and Lessee.

**(17) Payment of Taxes.** The Leased Premises are not part of a larger tract of land and are separately assessed for real property tax purposes. Lessee agrees to pay all taxes, which shall be levied or payable during the term of this Lease against the Leased Premises, including the municipal, state, federal or otherwise, and any other charges which are levied against the Premises and which are attributable to Lessee's use of the Premises, and proof of payment given to Lessor on or before February 20 of each year. Specifically, Lessee shall pay all real estate and ad valorem taxes assessed for the land, building, and improvements thereon during the term of this Lease. Lessee shall also pay, as the same become due and payable, all personal property taxes and assessments levied on or with respect to all of the equipment inventory, machinery and other personal property of Lessee located in or about the Leased Premises.

**(18) Damage to Premises.** Should the improvements on the Leased Premises be damaged or destroyed by fire, windstorm or other casualty, Lessee shall give immediate written notice thereof to the Lessor, and Lessee shall promptly repair or replace, utilizing the proceeds of insurance maintained by Lessee for such purpose. In no event shall the restoration or replacement of the Leased Premises to a leaseable condition exceed six (6) months. Should such damage or destruction be of a minor character, the Lessee will make restoration of the Premises within ninety (90) days. Lessor shall have the right of access to the Premises as set forth herein. Unless voided, this Lease shall remain in full force and effect.

If all the proceeds of insurance provided for in paragraph 16 are not made available to Lessee for such reconstruction; the Lessee shall have no responsibility to reconstruct same, and this Lease may be terminated at the option of either party, within thirty (30) days after such destruction, damage, etc., or on the

failure of either party to so cancel this Lease, then Lessor shall proceed to restore or replace the premises in a Leasable condition. Lessor shall have the right of access to the premises for the purpose as set forth herein.

Unless voided, this Lease shall remain in full force and effect. However, the rent payable hereunder following such damage or destruction and during the period in which the Leased Premises are unleaseable, in whole or in part, shall be abated according to the time the Lessee is deprived of the use of the premises during the period of restoration.

**(19) Default, Insolvency or Bankruptcy of Lessee.** Should the Lessee default in the prompt payment of any rental when and as due or in the performance of any covenant or obligation assumed by the Lessee hereunder, the Lessor shall have the right at Lessor's option to treat the Lease as thereby terminated, and the Lessor may re-enter and take possession of the premises without notice or demand or legal process, but the Lessee shall, nevertheless, be liable for all loss or damages resulting from such default. Lessor shall have the right to re-let the premises as agent of the Lessee to such party as Lessor may deem suitable and may hold Lessee liable for any loss or damages whether suffered in re-letting, or by reason of the property remaining vacant or for any damage done to the premises. In the event the Lessee should file any proceedings in bankruptcy, whether voluntary or involuntary, or make any assignments for the benefit of creditors, or be a party to any litigation in the State or Federal Court in the insolvency of the Lessee, this Lease shall terminate upon the filing of such proceedings, but the Lessee shall, nevertheless, be liable for all losses and damages resulting to the Lessor as a result of such termination of such Lease.

The Lessor, on re-letting the premises following the termination for any reason set forth above herein, shall have the option to determine, upon such re-letting whether or not such is being done as agent for the Lessee, or if the Lessor is acting on Lessor's own behalf.

**(20) Default of the Lessor.** Should Lessor be in default under the terms of this Lease, Lessor shall have reasonable and adequate time (and in no event more than thirty (30) days, except as hereinafter set out), in which to cure the same, after written notice to Lessor by Lessee of such default. Lessor shall have an equitable time to cure any delays, not caused by the Lessor, provided that in no event shall such additional time exceed a period of thirty (30) days.

**(21) Non-Waiver of Default.** Failure of the Lessor to treat this Lease as terminated by failure of the Lessee to comply with or as a result of a breach by the Lessee of any term or condition herein shall not constitute a waiver of the Lessor's right to elect to treat this Lease as terminated in the event of any subsequent failure to comply, or breach by the Lessee and such right of termination by the Lessor shall be deemed a continuing one. Further acceptance of rent by the Lessor shall not be deemed a waiver of the Lessee's breach of any obligation hereunder (other than the failure to pay the rent) or the Lessor's right to terminate this Lease because of such breach. In the event the Lessor waives the breach of any covenant or condition or Lessee's failure to comply with any terms hereof, the same shall not constitute a waiver of any other failure to comply or breach of terms by the Lessee, whether such failure or breach be known at the time of such waiver. Lessor's right to declare default as set forth above herein shall be deemed a continuing one. The waiver by Lessor of any breach of a covenant or condition by the Lessee shall not constitute a waiver of any other breach of any other covenant or condition hereof.

**(22) Eminent Domain.** If the Leased Premises are condemned for public use or if such a portion is condemned so as to prevent the Lessee from using the Leased Premises in substantially the same manner as heretofore used, then either the Lessee or the Lessor shall have the option to terminate this Lease as of the date when Lessee is required to yield possession, and the rent hereunder shall be prorated to the date of termination. If a portion of the Leased Premises is taken or condemned, and if such taking does not prevent the Lessee from using the Leased Premises in substantially the same manner as heretofore used, then the Lease shall terminate as to the portion of the Leased Premises taken on the day prior to the vesting of title in the condemning authority but shall continue in effect as to the portion of the Leased Premises not taken.



After the day the Lessee surrenders possession of the portion taken, the rent shall be reduced in proportion to the decrease in the fair rental value of the Leased Premises. The entire award for the taking of any of the Leased Premises whether taken in whole or in part, shall belong to the Lessor.

**(23) Waiver of Notice, Demand for Re-entry.** All demands for rent and all other demands, notices, entry and reentry provided for under the common law or otherwise, which are not expressly required by the terms hereof, are hereby waived by Lessee.

**(24) Attorney Fees and Costs.** In the event the Lessor shall employ an attorney for the purpose of defending or enforcing any provision of this Lease or regaining possession of the property upon default by the Lessee, Lessee agrees to pay reasonable costs of same to the Lessor, including attorney's fees and court costs.

**(25) Non-Assignment or Subletting.** The Lessee may not assign this Lease or sub-let the Leased Premises, either in whole or in part, with the prior written consent of the Lessor. The Lessor will not unreasonably withhold this consent, however in determining the reasonableness of such consent, or the withholding of same, the Lessor shall have the unequivocal right to predicate such consent on the financial responsibility of the assignee or sub-Lessee, the suitability of the use to which such assignee or sub-Lessee proposes to use the premises, whether or not such use would violate any law, regulation or covenant, as well as the Lessor's determination that such use by the assignee or sub-Lessee would have an adverse effect on the Lessor, Lessor's business interest, or the business interest of any other Lessee or Lessees of the Lessor. Lessor's determination in such regard shall be absolute.

Lessee may not encumber the Leased Premises or cause the Leased Premises to be encumbered, either in whole or in part. Lessor may assign and/or sell this Lease at any time without the prior written consent of Lessee.

**(26) Nuisance.** Lessee shall not commit any nuisance on or about the premises and shall save Lessor harmless from and shall indemnify Lessor against any claims relating thereto. Lessor shall not commit any nuisance on or about the premises and shall save the Lessee harmless from and shall indemnify Lessee and against any claims relating to the Lessor's commission of a nuisance. Lessee covenants and agrees that it shall at all times during the term of this Lease use and conduct the operations on the premises in strict compliance with all federal, state and local laws, statutes, ordinances and regulations, including, without limitation, all laws relating to environmental matters as to the use, storage, generation, disposal and transportation of Hazardous Substance (as defined in the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", and as amended by the Superfund Amendments and Reauthorization Act, "SARA"). Lessee agrees to hold harmless, indemnify and defend the Lessor from and against any and all claims, causes of action, demands, liens, costs, liabilities, fines and expenses lodged against or suffered by the Lessor arising directly from or out of, or in any way connected with: (i) the presence on the premises of Hazardous Substance, and (ii) any violation or alleged violation of any federal, state or local environmental law, statute, regulation, ordinance or administration or judicial order relating to Hazardous Substance on the premises.

**(27) Early Termination of Lease.** Lessor and Lessee acknowledge that Lessee intends to vacate the premises at the earliest date possible. As such, Lessee shall provide Lessor 30 days' written notice as to its last date of occupancy and termination of this Lease Agreement. Termination will be effective as of the last day of the calendar month following the end of the 30-day notice period. In the event this Lease Agreement is terminated early, there shall be no prorations of rent, Lessor shall not be obligated to pay Lessee for any amount for the unused Rent Abatement, nor shall Lessee be obligated to pay Lessor for any remaining Rent.

**(28) Right of Inspection.** Lessor shall have the right to enter upon the Leased Premises at all reasonable times to inspect same or for any other lawful reason or purpose to determine the compliance with the provisions of this Lease. At any time within 30 (thirty) days prior to the expiration of the initial term or

any option term, as the case may be, Lessor shall have the right to label the Premises for rent and to show same at upon 24 hours' notice to Lessee.

**(29) Possession on Termination or Expiration.** Upon expiration of this Lease or upon termination thereof, as herein provided, the Lessee agrees to give peaceable and quiet possession of the premises to Lessor. In any event should Lessee continue to occupy the premises after the termination of this Lease, whether with or without Lessor's consent, such tenancy in no event shall be for any greater period than from month to month and shall be subject to all other provisions of this Lease and such continued occupancy shall not defeat Lessor's right to immediate possession as herein provided.

**(30) Notice.**

**CONTACT INFORMATION, LESSOR:**

Montgomery County, Tennessee  
Two Millennium Plaza,  
Clarksville, Tennessee 37040

With a copy to:

Tim Harvey,  
County Attorney  
310 Franklin St.  
Clarksville, TN 37040

**CONTACT INFORMATION, LESSEE:**

Mark Nolan  
Batson Nolan PLC  
121 S. Third St.  
Clarksville, TN 37040

**(31) Lessor's Warranty.** Lessor covenants that it is lawfully seized and possessed of and has a perfect right to execute this Lease, and covenants that the Lessee, while in full compliance with the terms, conditions, and provisions hereof shall have peaceful possession of the premises.

**(32) Triple Net Lease.** It is expressly understood and agreed between Lessor and Lessee that this is a triple net lease as the term is customarily known in the commercial trade and that the Lessor shall have no responsibility whatsoever for the payment of any expenses with regard to the Leased Premises, as the Lessee will be paying all taxes, insurance, utilities, maintenance and every other type of expense whatsoever attributable to the Leased Premises.

**(33) Severability.** The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

**(34) Definitions and Captions.** Whenever the words "Lessor" and "Lessee" are used herein, they shall be construed to include their respective successors and assigns. The headings and captions of separate provisions contained in this Lease Agreement are inserted for convenience and reference purposes only, and are not to be deemed a portion of, or to be used in the construction of, this Lease Agreement.

**(35) Short Form Recordable Lease.** A short form recordable Lease may be executed by and between these parties, however, this Lease Agreement shall not be recorded but shall serve as the memorandum of the agreement of the parties and shall be an enlargement of and shall be construed in conjunction with the

recordable short form Lease.

**(36) Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture, between the parties hereto.

**(37) Applicable Law.** This Lease, its validity, performance, and enforceability shall be interpreted and construed in accordance with the laws of the State of Tennessee, and all rights and responsibilities arising hereunder shall be controlled by the laws of the State of Tennessee regardless of the form of any action brought with respect thereto.

**(38) Entire Agreement.** This Lease, and any exhibits attached hereto and forming a part hereof, set forth all the promises, agreements, conditions and understandings between Lessor or his agent and Lessee or their agent relative to the Leased Premises, and there are no other promises, agreements, conditions or understandings, either oral or written, between the parties other than those herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of the parties, and by direct reference therein made a part hereof.

*[Signature page follows.]*

*[Signature page to Lease Agreement]*

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Lease as of the Effective Date.

**LESSOR:**

**MONTGOMERY COUNTY, TENNESSEE,  
a political subdivision of the State of Tennessee**

By: \_\_\_\_\_  
Name: Jim Durrett  
Title: County Mayor

**LESSEE:**

**BATSON NOLAN, PLC,  
a Tennessee professional liability company**

By: \_\_\_\_\_  
Name: D. Mark Nolan  
Title: Managing Member

## **EXHIBIT A**

### **LEASED PREMISES**

#### **121 S. Third St.**

Described according to survey of Billy Ray Suiter, TRLS #1837, of King Engineers, LLC, 330 North Second Street, P. O. Box 532, Clarksville, Tennessee 37040, dated March 22, 1999, as follows:

BEGINNING with an iron pin in the eastern margin of Third Street, said point of beginning being South 06 degrees 29 minutes 48 seconds West 166.37 feet, more or less, to the intersection of the centerlines of Third Street and Commerce Street, said point of beginning also being the northwest corner of the Kevin Kennedy property (see ORBV 472, Page 1095, ROMCT), runs thence with the margin of Third Street, North 14 degrees 23 minutes 56 seconds West 20.85 feet to a point, thence continuing North 14 degrees 23 minutes 56 seconds West 100.91 feet to a point, thence continuing with Third Street, North 14 degrees 23 minutes 56 seconds West 18.92 feet to a point, thence leaving said right of way, North 75 degrees 36 minutes 04 seconds East 117.69 feet to a point in the alley, thence with the western margin of the alley, South 14 degrees 23 minutes 56 seconds East 18.92 feet to a point, thence continuing with the alley, South 14 degrees 23 minutes 56 seconds East 100.91 feet to an iron pin, thence South 14 degrees 23 minutes 56 seconds East 20.85 feet to an iron pin in the northeast corner of the Kennedy property, thence with the northern boundary of the Kennedy property, South 75 degrees 36 minutes 04 seconds West 117.69 feet to the point of beginning, and being designated as Map and Parcel No. 66G-J-31; on the Maps of the Assessor of Property for Montgomery County, Tennessee.

#### **Hiter St.**

BEGINNING at a stake in the east edge of Hiter Street 100 feet south of its intersection with the south edge of Franklin Street, running thence southwardly with Biter Street 89 feet to its intersection with the north line of an alley; thence eastwardly along said north line 73 feet to its intersection with the west line of other property owned by the estate of Bryce F. Runyon and known as the Dr. Runyon office property; thence northwardly along the west line 89 feet to a stake; thence westwardly parallel with the south line of Franklin Street 73 feet to the beginning and being designated as Map and Parcel No. 66F-G-17 on the Maps of the Assessor of Property for Montgomery County, Tennessee.

Derivation: Being the same property conveyed to Montgomery County, Tennessee by deed of record in Official Record Book Volume \_\_\_, Page \_\_\_, Register's Office of Montgomery County, Tennessee.



**RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED  
SEVEN MILLION DOLLARS (\$7,000,000) FOR PURCHASE OF PROPERTIES  
LOCATED ON THIRD STREET AND HITER STREET**

**WHEREAS**, Montgomery County is experiencing rapid growth and is in need of courtroom capacity and use as well as related judicial services; and

**WHEREAS**, the relocation of any judicial services or support is better suited to be in a location nearby to the existing Courts Complex; and

**WHEREAS**, Montgomery County has located a willing seller who is willing to sell property that would be suitable for expansion and support services of the judicial courtroom activities at the Courts Complex; and

**WHEREAS**, the properties located at 121 South Third Street (Map & Parcel Number 066G-J-031.00) and Hiter Street (Map & Parcel Number 066F-G-017.00) would be useful to the expansion of the support services currently located in the Montgomery County Courts Complex; and


**WHEREAS**, the cost would be in an amount not to exceed seven million dollars (\$7,000,000) for these properties and any costs associated with such closing.

**NOW, THEREFORE, BE IT RESOLVED**, by the Montgomery County Board of County Commissioners assembled in Regular Session on this 8<sup>th</sup> day of November 2021 that the budget of the Montgomery County Capital Projects fund be amended to add seven million dollars (\$7,000,000) to be used for the purchase of the aforementioned properties above located at 121 South Third Street and Hiter Street, including all costs of closing, attorney fees, title insurance, inspection and survey to the extent necessary.

**BE IT FURTHER RESOLVED**, that it is reasonably expected that Montgomery County, Tennessee will reimburse itself for certain expenditures with the foregoing, in an amount not to exceed seven million dollars (\$7,000,000) from the proceeds of general obligation or revenue bonds of Montgomery County, Tennessee. This resolution shall be placed in the minutes of the Board of County Commissioners and shall be made available for inspection by the general public at the office of the Board of County Commissioners. This resolution constitutes a declaration of official intent under Treasury Reg. §1.150-2.

**Duly passed and approved this 8<sup>th</sup> day of November, 2021.**

Sponsor



Commissioner



Approved



Attested



County Clerk

# **Capital Projects November 2021 Quarterly Construction Update Report**

**Report Provided By: Nick Powell, Chief County Engineer**



(Public Safety Training Complex – Aerial Photo Completed by Photographs by David)



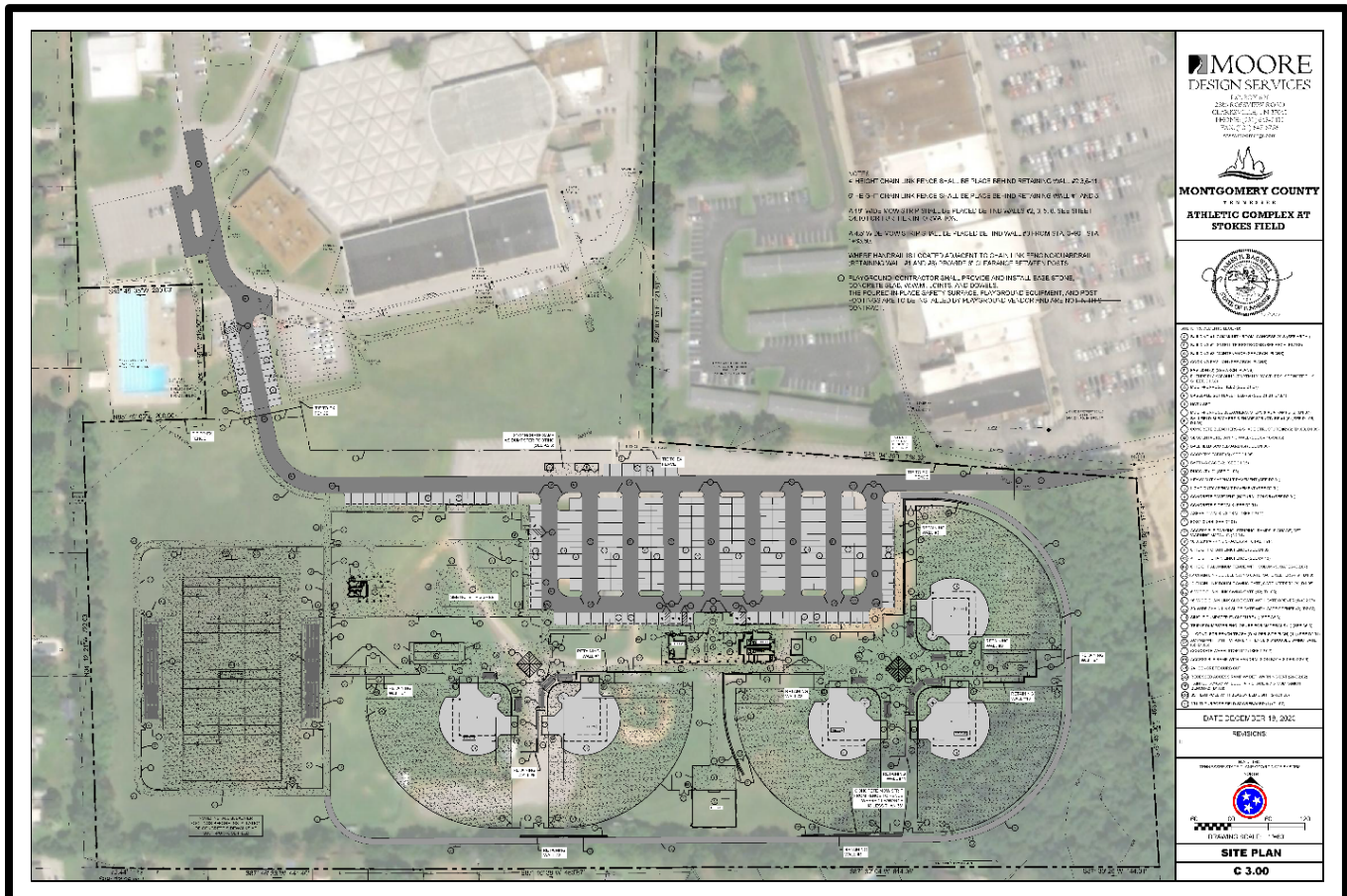


## Capital Projects – November 2021 – Construction Update Report

### Stokes Field

**Architect/Designer:** Moore Design Services  
**General Contractor:** TBD  
**Project Status:** Construction Drawing Phase  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** \$ 600,000 (Design)  
**Current Contract Amount:** \$ 509,400 (Design), \$ 30,345 (Survey), \$ 8,225 (Geotech)  
**Percentage Complete:** 99% Designed, but this will now require redesign efforts  
**Comments:**

- 100% Construction plans have previously been submitted to Building & Codes and CMCSS for review.
- CMCSS has agreed to the 2<sup>nd</sup> entrance into their campus that will be gated. Football field and all associated drainage and utilities will need to be removed from the project via a redesign. This project will also now fall under a new building code due to delays.
- Project costs will increase significantly since the last budget discussion, due to economic conditions.
- Primary entrance easement to Ft. Campbell Blvd. is being negotiated with property owner.





Capital Projects – November 2021 – Construction Update Report

**Weakley Park**

**Architect/Designer:** Montgomery County Engineering Department  
**General Contractor:** TBD  
**Project Status:** Design  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** \$ 85,000  
**Current Contract Amount:** \$ 24,530 (MPE Design), \$ 12,400 (Survey, Geotech, Soil Study)  
**Percentage Complete:** 50%  
**Comments:**

- A Soil evaluation for an extended septic system has been completed. A septic permit will be obtained prior to moving into the construction phase.
- MCG Engineering has completed a large portion of the design phase, but this project has been put to the side until a new Parks Director is selected and onboard with current plan development.
- Construction funding will be requested next budget year.





## Capital Projects – November 2021 – Construction Update Report

### Library Branch

**Architect/Designer:** HBM Architects  
**General Contractor:** Codell Construction  
**Project Status:** Construction Documents Design  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** \$ 943,744 (Design + Pre-construction services)  
**Current Contract Amount:** \$ 55,000 (Preconstruction Phase Services) \$ 877,857 (Design/Other)  
**Percentage Complete:** 99% Design  
**Comments:**

- Design is complete other than finalizing a bid packet.
- Project is tabled until funding is available.
- Project costs will increase significantly since the last budget discussion, due to economic conditions.



Capital Projects – November 2021 – Construction Update Report

**Public Safety Training Complex**

**Architect/Designer:** Moore Design Services & J. Clark Architects  
**General Contractor:** Pride Concrete, LLC  
**Project Status:** Complete – Phase I  
**Contract Date:** 08/29/2019  
**Contract Completion Date:** 05/26/2021 Actual Completion Date: 06/04/21  
**Budget:** \$ 300,000 (Design) \$ 6,102,668 (Construction)  
**Current Contract Amount:** \$ 395,720 (Design) \$ 5,762,035 (Construction), \$ 165,850 (Data/Other)  
**Percentage Complete:** 99.5%  
**Comments:**

- All work is complete other than some final grass growth in areas around the property that is still being evaluated.
- MCG Engineering is currently bidding a project for a front entry sign that was not part of the Phase 1 design/construction contract.





Capital Projects – November 2021 – Construction Update Report

**EMS Station 20- Haynes St.**

**Architect/Designer:** J. Clark Architecture & Design, LLC  
**General Contractor:** B.R. Miller & Company  
**Project Status:** Construction  
**Contract Date:** 9/29/2021  
**Contract Completion Date:** 8/14/2022  
**Budget:** \$ 60,000 (Design), \$1,364,213 (Construction)  
**Current Contract Amount:** \$ 52,920 (Design), \$1,275,306 (Construction)  
**Percentage Complete:** 2%

**Comments:**

- EMS Station 20 is located on Haynes Street that is along the Madison Street Corridor.
- Demolition phase of the existing building has begun. All interior walls and floors have been removed. Most walls are being reconfigured with the redesign. Work will be ongoing for the next year.
- Construction work will be completed concurrently while crews are still working out of the vehicle bay. The station's office and living area will temporarily be relocated to the old Administration Building which is still vacant.





Capital Projects – November 2021 – Construction Update Report

**Historic Courthouse Roof & Façade Restoration**

**Architect/Designer:** Montgomery County Engineering

**General Contractor:** Fellowship Construction

**Project Status:** Complete

**Contract Date:** 04/06/2021

**Contract Completion Date:** 08/30/2021

**Budget:** \$ 465,279

**Current Contract Amount:** \$ 454,489

**Percentage Complete:** 100%

**Comments:**

- Crews have completed all brick sealing, joint sealant, and roof replacement.
- Engineering teamed up with EMA/Volunteer Fire to conduct a water test with their new ladder truck. It was discovered that water is still making its way into the building through the window frames. This was not an anticipated infiltration point prior to the water test, and it highlighted a possible fabrication defect from 2000 when the windows were originally installed. The windows were not part of this façade restoration scope of work or budget. This will continue to be evaluated and addressed.
- Project will be removed from future reports.



Capital Projects – November 2021 – Construction Update Report

**Jail Exterior Sealant**

**Architect/Designer:** Montgomery County Engineering

**General Contractor:** TBD

**Project Status:** Pre-Bid

**Contract Date:** TBD

**Contract Completion Date:** TBD

**Budget:** \$ 500,000

**Current Contract Amount:** TBD

**Percentage Complete:** 0% Construction, 95% Design

**Comments:**

- MCG Engineering is working on a bid packet to send out early 2022 to address the complexity of accessing the various areas of the jail exterior in order to install a brick sealer and replace all joint sealants. Water infiltration has been an issue for a few years within certain areas of the jail, and brick spalling on the exterior is an indication that water is getting into the precast wall panels.
- Construction dollars are secured for this project.





Capital Projects – November 2021 – 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:** 96% ROW/Design

**Comments:**

- With 1 step forward and 3 steps back, a Right of Way amendment is being reviewed for one of the Ft. Campbell perpetual easements. All land that is to be acquired has now been acquired. Final Utility certifications uncovered a conflicting fiber optic line that was not identified by the utility owner 4 years ago when utility locations were first requested. Due to the time lapse in acquiring ROW, the design team has been re-evaluate the environmental requirements, and they are undergoing additional archaeological tests that have been imposed by TDOT under new environmental requirements.
- A projected construction date cannot be determined at this time until these items that are listed above are resolved.



Capital Projects – November 2021 – Construction Update Report

**Rossvie Road Widening**

**Architect/Designer:** HDR Engineering  
**General Contractor:** TBD  
**Project Status:** NEPA Environmental Phase  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** \$ 3,000,000 (Environmental & Design Phases) \$3Mil still needed for R.O.W.  
**Current Contract Amount:** TBD  
**Percentage Complete:** 98% NEPA, 50% Design  
**Comments:**

- The NEPA/Environmental documents have all been submitted to TDOT for review and approval. A lot of progress has been made to reach this benchmark.
- Once Environmental is approved, Preliminary Plans will be reviewed in order to move into the ROW plan development phase.
- The project is scheduled for completion around late 2026 or early 2027.





## Capital Projects – November 2021 – Construction Update Report

### Upcoming/Ongoing Projects

#### ADA Transition Plan

**Architect/Designer:** Montgomery County Engineering  
**Project Status:** Progress will continue on sign packages for various buildings. Additional progress will continue in areas where deficiencies remain.

#### Animal Control

**Architect/Designer:** J. Clark Architects  
**Project Status:** Land acquisition continues to be a challenge and is necessary before further work can continue. Design funds are still needed.

#### County Wide Growth Plan Study

**Architect/Designer:** Montgomery County Engineering  
**Project Status:** MCG Engineering has completed a 15-year growth plan review for all County Departments within the Courts Center, Historic Courthouse, Veterans Plaza, and The Bartee Center at Cumberland Heights. (Sheriff's office is being completed via their Master Plan Study). This study has identified current and future staffing levels and has aimed to define where we will need to plan for more space and what departments might need to shift out of certain areas into another space or building. Growth into the State occupied offices within Veterans Plaza will be a key factor in accommodating this 15-year planned growth. Projects are being developed for the Courts Center, Bartee Center, and Veterans Plaza to attempt to stay ahead of these growth projections.

#### Courts Center Remodel

**Architect/Designer:** Rufus Johnson & Associates  
**Project Status:** A programming study has been completed with all departments of the Courts Center to determine what else is needed within the building other than the two remaining courtrooms to be constructed. This study showed that we will be out of space within this building before the final renovation phase can be completed. Once the final 2 courtrooms are built, there will be no further room for growth within the Courts Center building. The solution has been to identify departments that can function with an office outside of the Courts Center Building and relocate those departments to an alternate location downtown for future growth within and outside of the building. Relocating certain departments is step 1 in this renovation process.





## Capital Projects – November 2021 – Construction Update Report

### **Library-HVAC Evaluation**

**Architect/Designer:**

Smith Seckman Reid, Inc.

**Project Status:**

Existing heating and air units within the Library have experience mechanical and control issues since they were installed new in July of 2014. Energy savings were better than expected, but mechanical operations of the system have not been what they should be. This study is evaluating which components of the existing system that have experienced the most problems and will help determine if certain parts of the system can be replaced while keeping the rest of the system intact. We will also evaluate if it is best to replace the entire existing Trane system with another manufacture to prevent future maintenance problems, costs, and downtime.

### **1986 Jail MP&E Evaluation**

**Architect/Designer:**

Smith Seckman Reid, Inc.

**Project Status:**

SSR completed a full building evaluation of the 1986 (Old) Jail facility in December of 2020. Funding request to continue this process was not approved, so this project has been tabled until funding is available to continue. A Master Plan has been initiated for the entire Jail and PSC campus and grounds. This planning will be incorporated into budget requests next year. This 1986 project will be an extensive update in order to become compliant with current codes and Sheriff Department security requirements. SSR has completed a cost/benefit analysis for the proposed HVAC system and a cost estimate for the remaining Mechanical, Plumbing, & Electrical work that has been discussed. No Architectural modifications or structural work have been studied at this time.

### **Montgomery County Rail Service Authority**

**Architect/Designer:**

Montgomery County Engineering & CSR Engineering

**Project Status:**

Multiple grant applications are currently being reviewed by Feds. New grant dollars have been approved and bridge repair projects will be developed and designed over the coming months for a construction project sometime in 2022.

### **Rotary Park Restrooms**

**Architect/Designer:**

Lyle Cook Martin Architects

**Project Status:**

The Parks Department has submitted a grant application for the construction of additional restroom facilities within the front and back sides of Rotary Park. We will likely not know about funding of the grant until late 2021. Design phase is ongoing currently.



## Capital Projects – November 2021 – Construction Update Report

### **Trustee Front Counter Renovation**

**Architect/Designer:** Montgomery County Engineering  
**General Contractor:** Facilities & Maintenance  
**Project Status:** MCG Engineering has completed a renovation plan to add 2 new reception windows within the Trustee’s office. Facilities & Maintenance staff have framed in these windows and have been working with sub-contractors to try to get cabinets and counter tops fabricated.

### **Veterans Plaza Data Room Generator & HVAC**

**Architect/Designer:** Smith Seckman Reid, Inc.  
**Project Status:** Bid package is nearly complete and will be advertised within the next month for contractor bids.







# **Clarksville Regional Airport**

Montgomery County, Tennessee

*Connecting People*

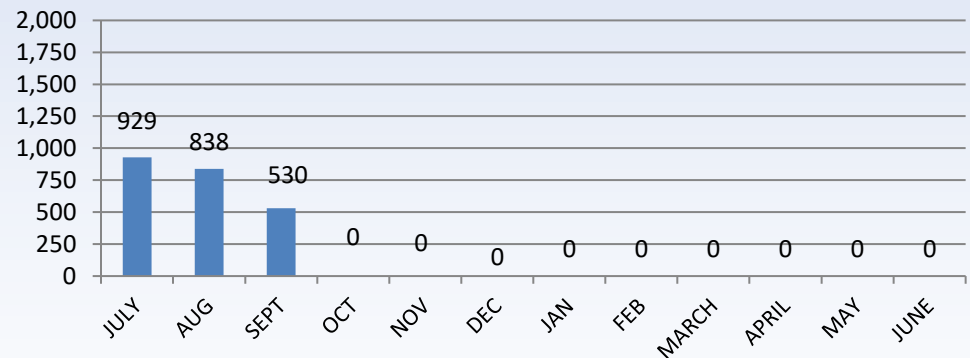
## **Airport Quarterly Report 1<sup>st</sup> Quarter FY2022**

# Operating Report (Traffic)

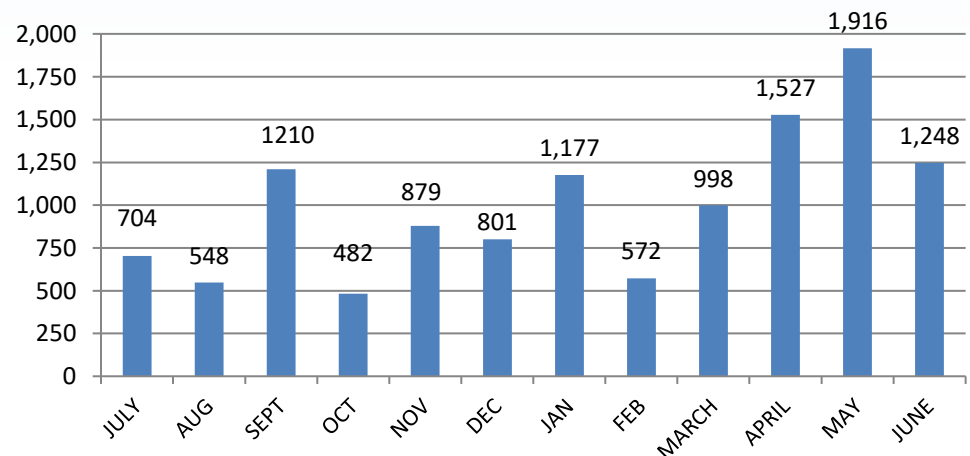
Quarter: -51 %   
YTD: -7 % 

	Jet	Military	Piston	TOTAL
<b>JULY</b>	54	7	868	929
<b>AUG</b>	70	40	728	838
<b>SEPT</b>	35	10	485	530
<b>OCT</b>				0
<b>NOV</b>				0
<b>DEC</b>				0
<b>JAN</b>				0
<b>FEB</b>				0
<b>MARCH</b>				0
<b>APRIL</b>				0
<b>MAY</b>				0
<b>JUNE</b>				0
<b>Total</b>	159	57	2,081	2,297

## Total Aircraft FY 22



## Total Aircraft FY 21



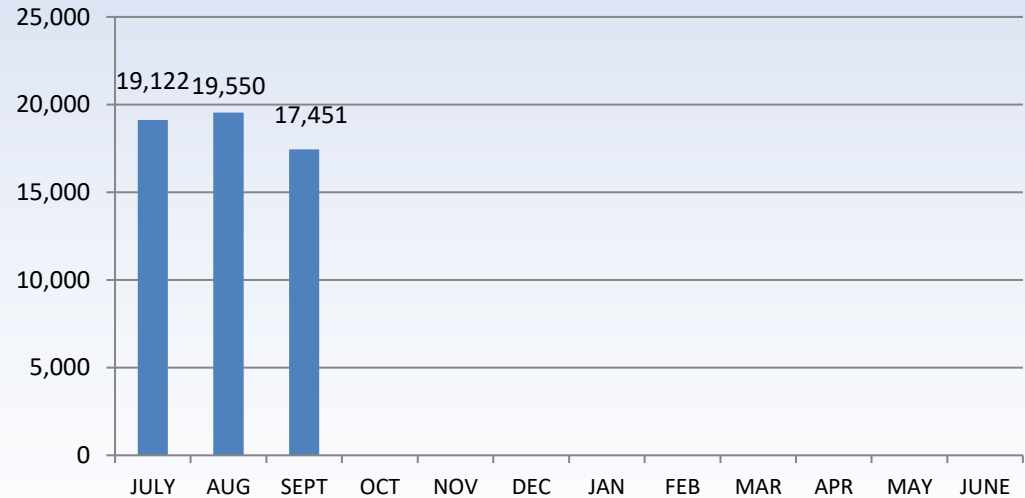
# Operating Report (Fuel Sales)

Quarter: 2% 

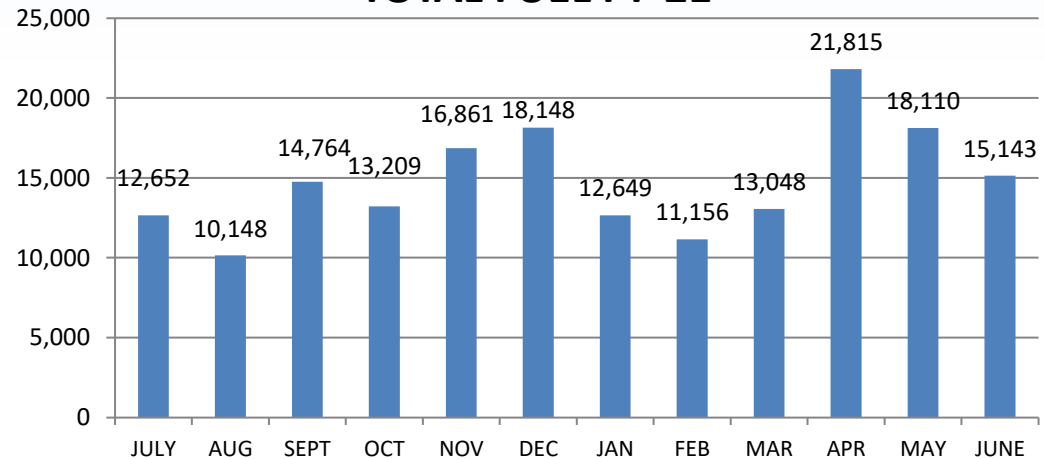
YTD: 49 % 

MONTH	JET A	AVGAS	TOTAL
JULY	9,857	9,265	19,122
AUG	13,118	6,432	19,550
SEPT	11,416	6,035	17,451
OCT			
NOV			
DEC			
JAN			
FEB			
MAR			
APR			
MAY			
JUNE			
<b>Total</b>	<b>34,391</b>	<b>21,732</b>	<b>56,123</b>

**TOTAL FUEL FY-22**

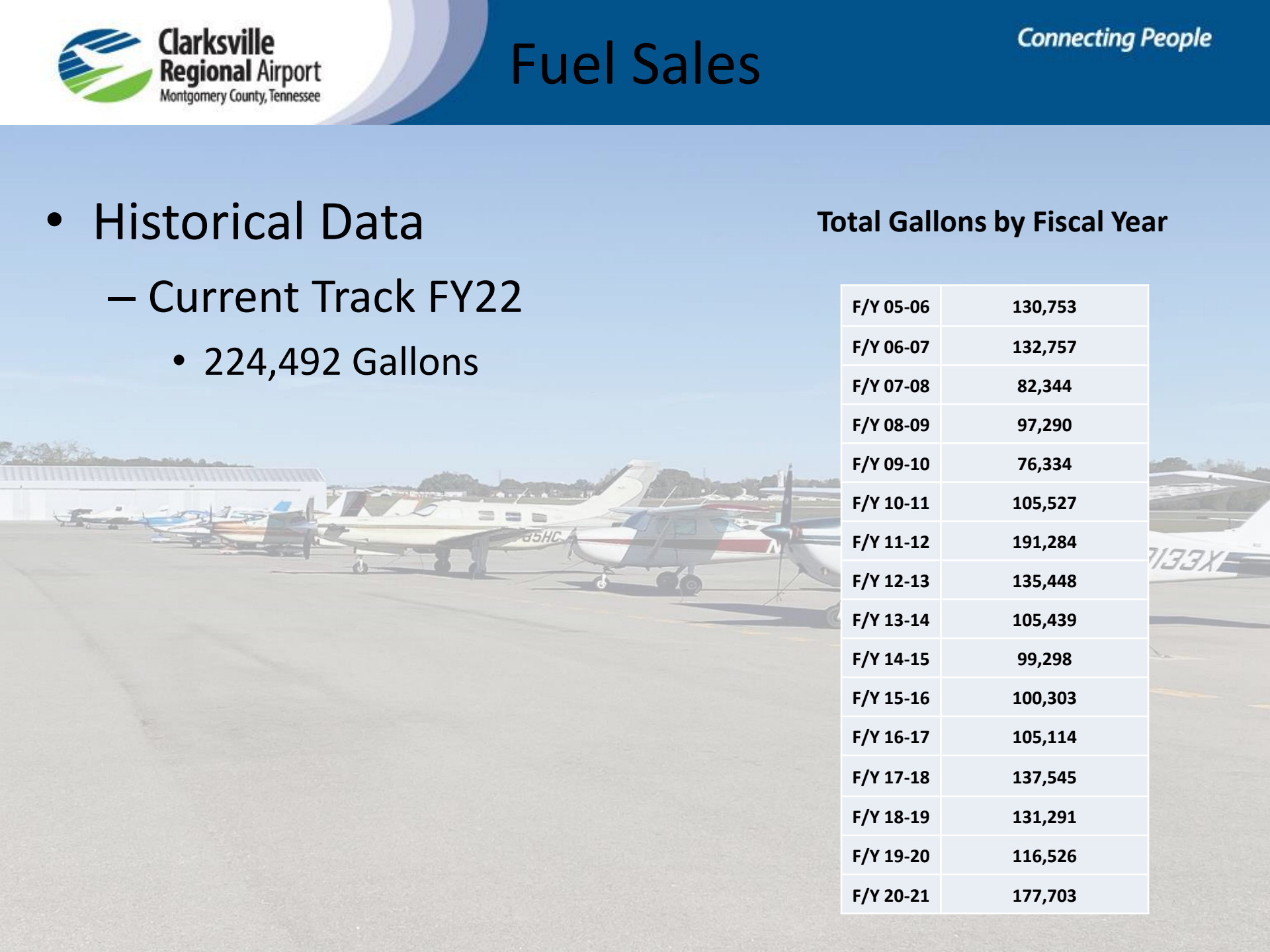


**TOTAL FUEL FY-21**



- **Historical Data**
  - **Current Track FY22**
    - **224,492 Gallons**

## Total Gallons by Fiscal Year



F/Y 05-06	130,753
F/Y 06-07	132,757
F/Y 07-08	82,344
F/Y 08-09	97,290
F/Y 09-10	76,334
F/Y 10-11	105,527
F/Y 11-12	191,284
F/Y 12-13	135,448
F/Y 13-14	105,439
F/Y 14-15	99,298
F/Y 15-16	100,303
F/Y 16-17	105,114
F/Y 17-18	137,545
F/Y 18-19	131,291
F/Y 19-20	116,526
F/Y 20-21	177,703

# Airport Demand


- Hangar Waiting List (Future Demand)
  - Private / 78 (up 9)
  - Corporate / 2 (Steady)
  - Total Aircraft /80





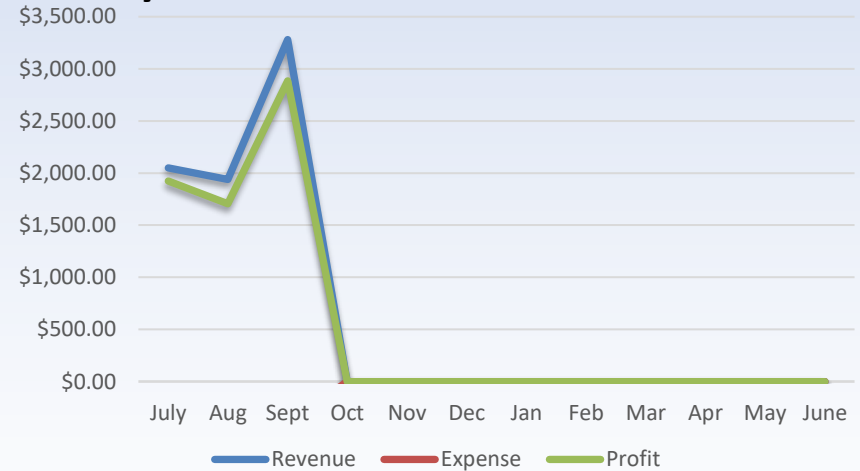
# Facility Revenue Report

Quarter: 33 % 

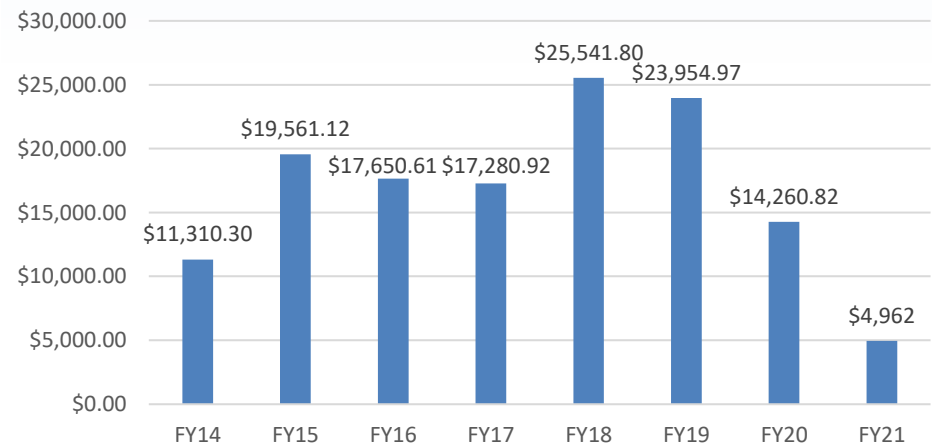
YTD: 100 % 

Month	Revenue	Expense	Profit
July	\$2,050	-\$126	\$1,924
August	\$1,940	-\$234	\$1,706
Sept	\$3,280	-\$396.50	\$2,883.50
Oct			
Nov			
Dec			
January			
Feb			
March			
April			
May			
June			
Totals	\$7,270	-\$756.50	\$6,513.50

**Profit By Month FY 2022**



**Profit By Fiscal Year**



- Multiple Hangar Construction
  - Designed 100% Ready for Bid
  - Steel cost increase 30-40%
  - Currently seeking addition funding
- RSA 5/23 Clearing
  - All violation items are natural occurrences.
  - Options: Trim or Remove
  - Process of consent contact
- ALP (Airport Layout Plan)
  - Aerial survey complete.
  - Critical aircraft determination
  - RSA layout submitted
  - 30% Draft submitted

- Terminal Carpet
  - Bidding selected carpet
- Surface Failure Repair RWY 35
  - Design Phase
  - Rebuild vs Mill and Overlay Justification
    - In process

- FY21 Audit
  - Field work complete
  - Internal review complete
  - Supplied to airport authority next week
  - To be formally presented in January 2022
- NPIAS (National Plan of Integrated Airport Systems)
  - Minimum Requirements for “Regional” Designation
    - » Metropolitan or Micropolitan Area
    - » 10 or more domestic flights over 500nm annually
    - » 1,000 or more instrument approaches annually
    - » 1 or more validated based jet or 100 or more validated based aircraft.
  - Updated every two years
    - » CKV request submitted June 2021 TDOT-Aero
      - Will be submitted FAA December 2021 by TDOT-Aero
  - Additional information Requested from FAA ADO

- Employee Handbook Update
  - Presented for review by board and legal in July 2021
  - Adopted by the board.
- Hangar Project
  - Funding options increase to current market
    - Airport builds 5 hangars
    - Hangars are designed and bid ready
- City of Clarksville Safety Complex
  - Section 163 Review (Non-Aviation Use)
  - Requirements for release
    - Documented CATEx
    - Coordination Letters from TWRA, USFWS, SHPO, and TDEC
      - » Sept 2021 – 3 month process



## – Board Terms

- Staggered terms approved by county resolution
- Staggered terms passed city first ready expecting approval in next reading.

Thank you for your continued support!  
First Quarter Fiscal Year 2022





**MONTGOMERY  
COUNTY**  
TENNESSEE


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

350 Pageant Lane Suite 309  
Clarksville, TN 37040

Phone  
931-648-5718

Fax  
931-553-5121

**Memorandum**

**TO:** Jim Durrett, County Mayor  
**FROM:** Rod Streeter, Building Commissioner   
**DATE:** November 1, 2021  
**SUBJ:** October 2021 ADEQUATE FACILITIES TAX REPORT

---

The total number of receipts issued in October 2021 is as follows: City 293 and County 55 for a total of 348.

There were 139 receipts issued on single-family dwellings, 18 receipts issued on multi-family dwellings with a total of 202 units, 2 receipts issued on condominiums with a total of 2 units, 0 receipts issued on townhouses. There was 5 exemption receipt issued.

The total taxes received for October 2021 was \$175,000.00

The total refunds issued for October 2021 was \$0.00.

Total Adequate Facilities Tax Revenue for October 2021 was \$175,000.00

**FISCAL YEAR 2021/2022 TOTALS TO DATE:**

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City: 1133
	County: 254
	Total: 1387

TOTAL REFUNDS:	\$6,060.00
----------------	------------

TOTAL TAXES RECEIVED:	\$724,500.00
-----------------------	--------------

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	24	24
SINGLE-FAMILY DWELLINGS:	433	225	658
MULTI-FAMILY DWELLINGS (64 Receipts):	637	0	637
CONDOMINIUMS: (65 Receipts)	63	2	65
TOWNHOUSES:	0	0	0
EXEMPTIONS: (3 Receipts)	0	3	3
REFUNDS ISSUED: (6 Receipt)	(6)	(0)	(6)

RS/bf

cc: Jim Durrett, County Mayor  
 Kyle Johnson, Chief of Staff  
 Jeff Taylor, Accounts and Budgets  
 Kellie Jackson, County Clerk





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

Phone  
931-648-5718

Fax  
931-553-5121

350 Pageant Lane Suite 309  
Clarksville, TN 37040

**Memorandum**

**TO:** Jim Durrett, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** November 1, 2021  
**SUBJ:** October 2021 PERMIT REVENUE REPORT

The number of permits issued in October 2021 is as follows: Building Permits 118, Grading Permits 2, Mechanical Permits 78, and Plumbing Permits 25 for a total of 223 permits.

The total cost of construction was \$15,554,042.00. The revenue is as follows: Building Permits \$60,230.60, Grading Permits \$4,770.00, Plumbing Permits \$2,300.00, Mechanical Permits: \$7,350.00 Plans Review \$10,990.00, BZA \$250.00, Re-Inspections \$1,150.00, Pre-Inspection \$0.00, Safety Inspection \$25.00, and Miscellaneous Fees \$0.00 the total revenue received in October 2021 was \$87,065.60.

**FISCAL YEAR 2021/2022 TOTALS TO DATE:**

NUMBER OF SINGLE FAMILY PERMITS:	229
COST OF CONSTRUCTION:	\$185,926,023.00
NUMBER OF BUILDING PERMITS:	504
NUMBER OF PLUMBING PERMITS:	94
NUMBER OF MECHANICAL PERMITS:	291
NUMBER OF GRADING PERMITS:	14
BUILDING PERMITS REVENUE:	\$488,103.20
PLUMBING PERMIT REVENUE:	\$9,100.00
MECHANICAL PERMIT REVENUE:	\$29,450.00
GRADING PERMIT REVENUE:	\$16,409.50
RENEWAL FEES:	\$600.00
PLANS REVIEW FEES:	\$51,071.00
BZA FEES:	\$750.00
RE-INSPECTION FEES:	\$3,950.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$50.00
MISCELLANEOUS FEES:	\$25.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$598,858.70



**OCTOBER 2021 GROUND WATER PROTECTION**

The number of septic applications received for October 2021 was 0 with total revenue received for the county was \$0.00. The State of Tennessee has went online for all services.

The lease agreement beginning on July 1, 2020-June 30, 2021 has expired, they are no longer housed in the office.

**FISCAL YEAR 2021/2022 TOTALS TO DATE:**

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	0
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: \$0.00)	\$0.00
TOTAL REVENUE:	\$598,858.70
RS/bf	

cc: Jim Durrett, County Mayor  
Kyle Johnson, Chief of Staff  
Jeff Taylor, Accounts and Budgets  
Kellie Jackson, County Clerk

## MONTGOMERY COUNTY DRIVER SAFETY PROGRAM

### QUARTERLY REPORT: REVENUE AND ATTENDEES

JULY - SEPTEMBER 2021

#### \*ADULT DRIVER IMPROVEMENT PROGRAM

<b><u>Rev Rec:</u></b> July 2021.....\$2,308.50	<b><u>Attendees:</u></b> July 2021.....34 WebEx
August 2021.....\$2,583.05	August 2021.....33 WebEx
September 2021..\$1,456.82	September 2021...30 WebEx
Total.....\$6,348.37	Total.....97

#### \*ADIP BOOK FEES

<b><u>Rev Rec:</u></b> July 2021.....\$ 119.70
August 2021.....\$ 136.32
September 2021....\$ 73.15
Total.....\$ 329.17

#### \*TEEN DRIVER AWARENESS

<b><u>Rev Rec:</u></b> July 2021.....\$ 280.00	<b><u>Attendees:</u></b> July 2021.....9
August 2021.....\$ 360.00	August 2021.....0
September 2021..\$ 418.00	September 2021.....0
Total.....\$1,058.00	Total.....9

**\*REALITY**

<b><u>Rev Rec</u></b> :July 2021.....\$	0.00	<b><u>Attendees</u></b> :July 2021.....0
August 2021.....\$	120.00	August 2021.....5
September 2021...\$	0.00	September 2021.....0
Total.....\$	120.00	Total.....5

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2021 1 TO 2021 4

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<b>101 COUNTY GENERAL</b>						
40110 CURRENT PROPERTY TAX	-61,132,000	-61,132,000	.00	.00	-61,132,000.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-1,000,000	-1,000,000	-284,430.87	.00	-715,569.13	28.4%
40125 TRUSTEE COLLECTIONS - BANKRUP	-30,000	-30,000	-5,651.29	.00	-24,348.71	18.8%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-500,000	-500,000	-176,117.12	.00	-323,882.88	35.2%
40140 INTEREST & PENALTY	-300,000	-300,000	-91,162.11	.00	-208,837.89	30.4%
40161 PMTS IN LIEU OF TAXES - T.V.A	-763	-763	-762.74	-762.74	-.26	100.0%
40162 PMTS IN LIEU OF TAXES -UTILIT	-1,415,000	-1,415,000	-482,502.35	-7,490.16	-932,497.65	34.1%
40163 PMTS IN LIEU OF TAXES - OTHER	-838,065	-838,065	.00	.00	-838,065.00	.0%
40220 HOTEL/MOTEL TAX	-1,600,000	-1,600,000	-567,923.77	.00	-1,032,076.23	35.5%
40250 LITIGATION TAX - GENERAL	-410,000	-410,000	-96,983.55	-32,042.45	-313,016.45	23.7%
40260 LITIGATION TAX-SPECIAL PURPOS	-80,000	-80,000	-17,640.79	-5,589.17	-62,359.21	22.1%
40270 BUSINESS TAX	-1,400,000	-1,400,000	-133,541.98	-48,855.69	-1,266,458.02	9.5%
40320 BANK EXCISE TAX	-200,000	-200,000	.00	.00	-200,000.00	.0%
40330 WHOLESALE BEER TAX	-350,000	-350,000	-114,919.93	-38,529.32	-235,080.07	32.8%
40350 INTERSTATE TELECOMMUNICATIONS	-20,000	-20,000	.00	.00	-20,000.00	.0%
41120 ANIMAL REGISTRATION	-185,000	-185,000	-57,062.00	-150.00	-127,938.00	30.8%
41130 ANIMAL VACCINATION	-6,000	-6,000	-4,601.00	-377.00	-1,399.00	76.7%
41140 CABLE TV FRANCHISE	-275,000	-275,000	-72,202.98	-9,870.12	-202,797.02	26.3%
41520 BUILDING PERMITS	-1,000,000	-1,000,000	-487,981.45	-59,930.60	-512,018.55	48.8%
41540 PLUMBING PERMITS	-20,000	-20,000	-9,100.00	-2,350.00	-10,900.00	45.5%
41590 OTHER PERMITS	-375,000	-375,000	-112,725.50	-24,200.00	-262,274.50	30.1%
42110 FINES	-14,000	-14,000	-8,327.22	-6,460.00	-5,672.78	59.5%
42120 OFFICERS COSTS	-22,000	-22,000	-4,897.31	-2,063.87	-17,102.69	22.3%
42141 DRUG COURT FEES	-1,600	-1,600	-216.83	-72.67	-1,383.17	13.6%
42142 VETERANS TREATMENT COURT FEES	-1,800	-1,800	-111.62	-27.07	-1,688.38	6.2%
42190 DATA ENTRY FEES -CIRCUIT COUR	-9,000	-9,000	-2,607.75	-896.00	-6,392.25	29.0%
42191 COURTROOM SECURITY - CIRCUIT	-7,500	-7,500	-1,692.01	-523.68	-5,807.99	22.6%
42192 CIRCUIT COURT VICTIMS ASSESS	-3,525	-3,525	-945.25	-298.94	-2,579.75	26.8%
42310 FINES	-135,000	-135,000	-40,904.22	-9,784.76	-94,095.78	30.3%
42311 FINES - LITTERING	-250	-250	-142.50	-47.50	-107.50	57.0%
42320 OFFICERS COSTS	-225,000	-225,000	-60,971.43	-19,182.01	-164,028.57	27.1%
42330 GAME & FISH FINES	-500	-500	-78.75	-36.00	-421.25	15.8%
42341 DRUG COURT FEES	-20,000	-20,000	-6,483.32	-2,349.59	-13,516.68	32.4%
42342 VETERANS TREATMENT COURT FEES	-14,250	-14,250	-4,185.23	-1,404.81	-10,064.77	29.4%
42350 JAIL FEES GENERAL SESSIONS	-200,000	-200,000	-85,296.23	-30,309.40	-114,703.77	42.6%
42380 DUI TREATMENT FINES	-20,000	-20,000	-5,792.38	-1,425.00	-14,207.62	29.0%
42390 DATA ENTRY FEE-GENERAL SESS	-63,000	-63,000	-12,510.02	-3,991.73	-50,489.98	19.9%
42392 GEN SESSIONS VICTIM ASSESSMNT	-50,000	-50,000	-15,350.11	-5,332.25	-34,649.89	30.7%
42410 FINES	-1,700	-1,700	-524.40	-285.00	-1,175.60	30.8%
42420 OFFICERS COSTS	-15,000	-15,000	-5,381.37	-1,970.30	-9,618.63	35.9%

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2021 1 TO 2021 4

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
42450 JAIL FEES	-63,000	-63,000	-8,565.44	-1,996.89	-54,434.56	13.6%
42490 DATA ENTRY FEE-JUVENILE COURT	-10,250	-10,250	-1,638.50	-601.50	-8,611.50	16.0%
42520 OFFICERS COSTS	-35,000	-35,000	-11,212.70	-3,912.90	-23,787.30	32.0%
42530 DATA ENTRY FEE -CHANCERY COUR	-5,000	-5,000	-1,656.00	-568.00	-3,344.00	33.1%
42610 FINES	-1,000	-1,000	-178.12	-7.60	-821.88	17.8%
42641 DRUG COURT FEES	-30,000	-30,000	-11,047.72	-2,535.00	-18,952.28	36.8%
42910 PROCEEDS -CONFISCATED PROPERT	-3,000	-3,000	-3,625.00	-3,625.00	625.00	120.8%
42990 OTHER FINES/FORFEITS/PENALTIE	-18,300	-18,300	-4,381.53	-1,123.50	-13,918.47	23.9%
43120 PATIENT CHARGES	-6,900,000	-6,900,000	-2,524,043.93	-455,499.10	-4,375,956.07	36.6%
43140 ZONING STUDIES	-4,500	-4,500	-750.00	-250.00	-3,750.00	16.7%
43190 OTHER GENERAL SERVICE CHARGES	-55,000	-55,000	-24,670.25	-5,179.50	-30,329.75	44.9%
43340 RECREATION FEES	-17,000	-17,000	-26,645.00	-8,925.00	9,645.00	156.7%
43350 COPY FEES	-9,200	-9,200	-3,081.45	-531.55	-6,118.55	33.5%
43365 ARCHIVE & RECORD MANAGEMENT	-475,500	-475,500	-138,322.63	-42,825.11	-337,177.37	29.1%
43366 GREENBELT LATE APPLICATION FE	0	0	-200.00	.00	200.00	100.0%
43370 TELEPHONE COMMISSIONS	-237,000	-237,000	-104,639.93	-71,099.43	-132,360.07	44.2%
43380 VENDING MACHINE COLLECTIONS	-85,000	-85,000	-17,360.18	-5,015.29	-67,639.82	20.4%
43392 DATA PROCESSING FEES -REGISTE	-80,000	-80,000	-33,096.00	-10,590.00	-46,904.00	41.4%
43393 PROBATION FEES	-27,000	-27,000	-5,146.00	-942.00	-21,854.00	19.1%
43394 DATA PROCESSING FEES - SHERIF	-30,000	-30,000	-7,331.72	-2,370.46	-22,668.28	24.4%
43395 SEXUAL OFFENDER FEE - SHERIFF	-18,000	-18,000	-3,400.00	-700.00	-14,600.00	18.9%
43396 DATA PROCESSING FEE-COUNTY CL	-30,000	-30,000	-5,040.00	-1,455.00	-24,960.00	16.8%
43990 OTHER CHARGES FOR SERVICES	-4,200	-4,200	-6,113.00	-1,533.00	1,913.00	145.5%
44110 INTEREST EARNED	-2,000,000	-2,000,000	-33,897.38	-6,413.22	-1,966,102.62	1.7%
44120 LEASE/RENTALS	-594,458	-594,458	-204,364.73	-62,042.33	-390,093.27	34.4%
44140 SALE OF MAPS	-3,000	-3,000	-1,500.00	.00	-1,500.00	50.0%
44145 SALE OF RECYCLED MATERIALS	0	0	-120.00	.00	120.00	100.0%
44170 MISCELLANEOUS REFUNDS	-341,804	-341,804	-99,082.57	-36,318.13	-242,721.43	29.0%
44530 SALE OF EQUIPMENT	-5,000	-5,000	-27,222.50	-27,222.50	22,222.50	544.5%
44990 OTHER LOCAL REVENUES	-481,355	-481,355	-182,085.14	-52,002.67	-299,269.86	37.8%
45510 COUNTY CLERK	-2,100,000	-2,100,000	-567,220.09	-161,831.37	-1,532,779.91	27.0%
45520 CIRCUIT COURT CLERK	-680,000	-680,000	-177,316.11	-59,611.08	-502,683.89	26.1%
45540 GENERAL SESSIONS COURT CLERK	-1,700,000	-1,700,000	-484,147.32	-171,549.38	-1,215,852.68	28.5%
45550 CLERK & MASTER	-425,000	-425,000	-127,110.16	-58,187.24	-297,889.84	29.9%
45560 JUVENILE COURT CLERK	-200,000	-200,000	-42,839.59	-23,830.72	-157,160.41	21.4%
45580 REGISTER	-1,000,000	-1,000,000	-634,292.65	-210,805.94	-365,707.35	63.4%
45590 SHERIFF	-70,000	-70,000	-20,960.90	-5,612.00	-49,039.10	29.9%
45610 TRUSTEE	-4,000,000	-4,000,000	-431,340.59	-134,027.36	-3,568,659.41	10.8%
46110 JUVENILE SERVICES PROGRAM	-580,011	-580,011	-96,443.09	-71,722.06	-483,567.91	16.6%
46210 LAW ENFORCEMENT TRAINING PROG	-65,400	-65,400	.00	.00	-65,400.00	.0%
46390 OTHER HEALTH & WELFARE GRANT	-130,000	-130,000	-12,822.88	-6,660.62	-117,177.12	9.9%
46430 LITTER PROGRAM	0	0	-1,855.54	-1,855.54	1,855.54	100.0%
46810 FLOOD CONTROL	-500	-500	-6,580.69	-6,580.69	6,080.69	1316.1%
46830 BEER TAX	-17,500	-17,500	-10,195.98	-10,195.98	-7,304.02	58.3%



# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2021 1 TO 2021 4

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
46835 VEHICLE CERTIFICATE OF TITLE	-27,000	-27,000	-5,124.95	.00	-21,875.05	19.0%
46840 ALCOHOLIC BEVERAGE TAX	-250,000	-250,000	-88,524.16	.00	-161,475.84	35.4%
46851 STATE REVENUE SHARING - T.V.A	-1,828,069	-1,828,069	.00	.00	-1,828,069.00	.0%
46852 REVENUE SHARING - TELECOM	-200,000	-200,000	-69,525.22	-21,453.42	-130,474.78	34.8%
46855 SHARED SPRTS GAMING PRIVILEGE	0	0	-8,354.77	-97.00	8,354.77	100.0%
46890 PRISONER TRANSPORTATION	-15,000	-15,000	-2,627.37	-1,268.72	-12,372.63	17.5%
46915 CONTRACTED PRISONER BOARDING	-1,160,000	-1,160,000	-52,260.00	-27,690.00	-1,107,740.00	4.5%
46960 REGISTRAR'S SALARY SUPPLEMENT	-15,164	-15,164	-3,791.00	-3,791.00	-11,373.00	25.0%
46980 OTHER STATE GRANTS	-3,831,004	-3,832,004	-462,948.00	-219,601.98	-3,369,056.00	12.1%
46990 OTHER STATE REVENUES	-35,000	-35,000	-10,365.69	-3,663.67	-24,634.31	29.6%
47235 HOMELAND SECURITY GRANTS	-74,350	-203,827	.00	.00	-203,827.00	.0%
47590 OTHER FEDERAL THROUGH STATE	-54,638	-108,426	-12,841.08	-7,681.02	-95,584.92	11.8%
47700 ASSET FORFEITURE FUNDS	-292,000	-292,000	.00	.00	-292,000.00	.0%
47990 OTHER DIRECT FEDERAL REVENUE	-2,000	-2,000	-800.00	-200.00	-1,200.00	40.0%
48130 CONTRIBUTIONS	-262,973	-262,973	-147,161.50	-34,030.75	-115,811.50	56.0%
48140 CONTRACTED SERVICES	-264,000	-264,000	-58,713.65	.00	-205,286.35	22.2%
48610 DONATIONS	-4,110	-4,110	-2,057.65	-1,325.00	-2,052.35	50.1%
49700 INSURANCE RECOVERY	0	0	-40,643.57	-36,860.93	40,643.57	100.0%
49800 OPERATING TRANSFERS	-130,534	-130,534	.00	.00	-130,534.00	.0%
TOTAL COUNTY GENERAL	-102,918,773	-103,103,038	-10,041,009.00	-2,402,025.98	-93,062,029.00	9.7%

### 131 GENERAL ROADS

40110 CURRENT PROPERTY TAX	-5,423,000	-5,423,000	.00	.00	-5,423,000.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-108,000	-108,000	-25,280.89	.00	-82,719.11	23.4%
40125 TRUSTEE COLLECTIONS - BANKRUPT	-3,000	-3,000	-501.38	.00	-2,498.62	16.7%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-50,000	-50,000	-15,623.29	.00	-34,376.71	31.2%
40140 INTEREST & PENALTY	-41,325	-41,325	-8,089.06	.00	-33,235.94	19.6%
40270 BUSINESS TAX	-120,000	-120,000	-11,512.24	-4,211.70	-108,487.76	9.6%
40280 MINERAL SEVERANCE TAX	-284,440	-284,440	-86,055.49	-86,055.49	-198,384.51	30.3%
40320 BANK EXCISE TAX	-28,143	-28,143	.00	.00	-28,143.00	.0%
44170 MISCELLANEOUS REFUNDS	-20,000	-20,000	-4,167.95	-382.35	-15,832.05	20.8%
44530 SALE OF EQUIPMENT	0	0	-14,800.00	.00	14,800.00	100.0%
46410 BRIDGE PROGRAM	-350,000	-350,000	-509,575.88	.00	159,575.88	145.6%
46420 STATE AID PROGRAM	-400,000	-400,000	.00	.00	-400,000.00	.0%
46920 GASOLINE & MOTOR FUEL TAX	-3,912,000	-3,912,000	-1,152,578.23	-407,152.36	-2,759,421.77	29.5%
46930 PETROLEUM SPECIAL TAX	-124,345	-124,345	-32,875.33	-12,151.14	-91,469.67	26.4%
49700 INSURANCE RECOVERY	-3,000	-3,000	.00	.00	-3,000.00	.0%
TOTAL GENERAL ROADS	-10,867,253	-10,867,253	-1,861,059.74	-509,953.04	-9,006,193.26	17.1%

### 151 DEBT SERVICE

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2021 1 TO 2021 4

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
40110 CURRENT PROPERTY TAX	-41,412,000	-41,412,000	.00	.00	-41,412,000.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-650,000	-650,000	-193,053.88	.00	-456,946.12	29.7%
40125 TRUSTEE COLLECTIONS - BANKRUP	-20,000	-20,000	-3,829.26	.00	-16,170.74	19.1%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-250,000	-250,000	-119,305.14	.00	-130,694.86	47.7%
40140 INTEREST & PENALTY	-200,000	-200,000	-61,771.52	.00	-138,228.48	30.9%
40210 LOCAL OPTION SALES TAX	-225,000	-225,000	-123,958.47	-46,560.28	-101,041.53	55.1%
40250 LITIGATION TAX - GENERAL	-250,000	-250,000	-85,936.37	-27,679.98	-164,063.63	34.4%
40266 LITIGATION TAX-JAIL/WH/CH	-300,000	-300,000	-95,618.81	-30,767.61	-204,381.19	31.9%
40270 BUSINESS TAX	-120,000	-120,000	-11,512.24	-4,211.70	-108,487.76	9.6%
40285 ADEQUATE FACILITIES TAX	-1,500,000	-1,500,000	-986,440.00	-206,000.00	-513,560.00	65.8%
40320 BANK EXCISE TAX	-175,000	-175,000	.00	.00	-175,000.00	.0%
44110 INTEREST EARNED	-500,000	-500,000	-137,134.40	-44,664.55	-362,865.60	27.4%
44170 MISCELLANEOUS REFUNDS	0	0	-5,838.75	.00	5,838.75	100.0%
44540 SALE OF PROPERTY	0	0	-129,735.00	.00	129,735.00	100.0%
44990 OTHER LOCAL REVENUES	-486,167	-486,167	.00	.00	-486,167.00	.0%
49800 OPERATING TRANSFERS	0	0	-10,500.00	-10,500.00	10,500.00	100.0%
TOTAL DEBT SERVICE	-46,088,167	-46,088,167	-1,964,633.84	-370,384.12	-44,123,533.16	4.3%
<b>171 CAPITAL PROJECTS</b>						
40110 CURRENT PROPERTY TAX	-8,627,500	-8,627,500	.00	.00	-8,627,500.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-47,000	-47,000	-46,693.20	.00	-306.80	99.3%
40125 TRUSTEE COLLECTIONS - BANKRUP	-2,000	-2,000	-754.75	.00	-1,245.25	37.7%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-27,000	-27,000	-17,895.85	.00	-9,104.15	66.3%
40140 INTEREST & PENALTY	-20,000	-20,000	-10,558.95	.00	-9,441.05	52.8%
40220 HOTEL/MOTEL TAX	-1,200,000	-1,200,000	-567,923.72	.00	-632,076.28	47.3%
40240 WHEEL TAX	-2,400,000	-2,400,000	-1,320,757.07	-620,907.98	-1,079,242.93	55.0%
40320 BANK EXCISE TAX	-50,000	-50,000	.00	.00	-50,000.00	.0%
44110 INTEREST EARNED	-60,000	-60,000	-910.10	-225.59	-59,089.90	1.5%
46990 OTHER STATE REVENUES	0	0	-1,206,371.00	.00	1,206,371.00	100.0%
TOTAL CAPITAL PROJECTS	-12,433,500	-12,433,500	-3,171,864.64	-621,133.57	-9,261,635.36	25.5%
<b>266 WORKER'S COMPENSATION</b>						
49800 OPERATING TRANSFERS	-787,100	-787,100	.00	.00	-787,100.00	.0%
TOTAL WORKER'S COMPENSATION	-787,100	-787,100	.00	.00	-787,100.00	.0%
GRAND TOTAL	-173,094,793	-173,279,058	-17,038,567.22	-3,903,496.71	-156,240,490.78	9.8%

\*\* END OF REPORT - Generated by Mariel Lopez-Gonzalez \*\*

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2021 1 TO 2021 4

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>101 COUNTY GENERAL</b>							
51100 COUNTY COMMISSION	399,185	437,141	85,449.48	23,714.57	65,371.71	286,320.06	34.5%
51210 BOARD OF EQUALIZATION	8,344	8,344	403.70	.00	.00	7,940.30	4.8%
51220 BEER BOARD	5,020	5,020	745.04	.00	47.25	4,227.71	15.8%
51240 OTHER BOARDS & COMMITTEES	5,168	5,168	1,129.40	.00	.00	4,038.60	21.9%
51300 COUNTY MAYOR	629,227	632,089	185,982.51	45,321.60	42,253.26	403,853.03	36.1%
51310 HUMAN RESOURCES	1,029,626	1,086,861	196,406.87	51,073.17	58,671.96	831,781.94	23.5%
51400 COUNTY ATTORNEY	250,000	261,737	-950.00	.00	11,736.77	250,950.00	4.1%
51500 ELECTION COMMISSION	688,159	696,129	190,483.28	36,314.96	16,553.13	489,092.21	29.7%
51600 REGISTER OF DEEDS	604,962	606,948	203,081.55	38,967.24	24,628.18	379,238.27	37.5%
51720 PLANNING	436,949	436,949	215,126.46	107,563.23	.00	221,822.54	49.2%
51730 BUILDING	604,840	606,049	153,209.92	35,485.24	20,315.20	432,523.91	28.6%
51750 CODES COMPLIANCE	1,314,735	1,314,922	351,659.72	80,584.21	120,406.41	842,856.04	35.9%
51760 GEOGRAPHICAL INFO SYSTEMS	400,019	400,019	49,023.79	49,023.79	82,500.00	268,495.21	32.9%
51800 COUNTY BUILDINGS	437,634	447,107	163,881.10	43,057.97	37,132.37	246,093.88	45.0%
51810 FACILITIES	3,294,836	3,324,835	1,026,007.76	353,284.79	319,403.76	1,979,423.89	40.5%
51900 OTHER GENERAL ADMINISTRATION	1,512,928	1,731,497	534,708.84	101,953.15	243,891.68	952,896.68	45.0%
51910 ARCHIVES	389,021	389,196	119,769.58	23,072.53	4,066.55	265,359.87	31.8%
52100 ACCOUNTS & BUDGETS	849,023	867,788	260,881.84	60,698.16	23,327.47	583,578.73	32.8%
52200 PURCHASING	400,004	400,004	110,892.32	25,546.61	29,989.67	259,122.01	35.2%
52300 PROPERTY ASSESSOR'S OFFICE	1,978,568	1,980,554	484,245.33	111,105.59	173,126.32	1,323,182.35	33.2%
52400 COUNTY TRUSTEES OFFICE	886,635	896,439	262,198.13	56,799.32	54,011.51	580,229.28	35.3%
52500 COUNTY CLERK'S OFFICE	3,159,726	3,161,712	1,022,435.23	241,078.08	21,995.04	2,117,281.73	33.0%
52600 INFORMATION SYSTEMS	4,088,437	4,720,703	2,200,125.32	461,912.98	440,331.82	2,080,246.15	55.9%
52900 OTHER FINANCE	61,300	61,300	7,139.94	45.05	.00	54,160.06	11.6%
53100 CIRCUIT COURT	3,990,720	4,003,107	1,302,806.74	283,419.72	23,793.05	2,676,506.89	33.1%
53300 GENERAL SESSIONS COURT	673,822	673,822	223,434.40	55,858.60	.00	450,387.60	33.2%
53330 DRUG COURT	70,000	73,809	11,669.63	3,962.98	4,978.58	57,161.14	22.6%
53400 CHANCERY COURT	790,424	793,231	258,171.64	59,139.32	5,567.17	529,492.52	33.2%
53500 JUVENILE COURT	1,431,767	1,481,002	413,894.09	109,052.27	261,099.19	806,009.00	45.6%
53600 DISTRICT ATTORNEY GENERAL	84,750	84,750	14,346.81	1,454.14	4,108.26	66,294.93	21.8%
53610 OFFICE OF PUBLIC DEFENDER	7,313	7,313	3,027.93	17.02	.00	4,285.07	41.4%
53700 JUDICIAL COMMISSIONERS	295,288	295,884	100,317.09	24,798.41	1,893.98	193,672.93	34.5%
53800 VETERANS' TREATMENT COURT	460,128	469,610	116,721.81	27,699.10	42,504.88	310,383.31	33.9%
53900 OTHER ADMINISTRATION/ JUSTICE	527,442	527,442	87,042.71	61,007.79	.00	440,399.29	16.5%
53910 ADULT PROBATION SERVICES	1,240,167	1,240,167	309,518.97	62,397.76	46,892.55	883,755.48	28.7%
54110 SHERIFF'S DEPARTMENT	15,503,213	15,654,008	5,098,418.08	1,255,360.02	879,961.13	9,675,628.99	38.2%
54120 SPECIAL PATROLS	3,673,710	3,675,710	1,158,345.78	277,273.97	45,530.99	2,471,833.23	32.8%
54150 DRUG ENFORCEMENT	70,000	70,000	32,322.86	6,185.59	1,776.90	35,900.24	48.7%
54160 SEXUAL OFFENDER REGISTRY	14,000	14,000	175.36	55.85	42.99	13,781.65	1.6%
54210 JAIL	16,694,306	16,769,866	5,446,901.86	1,096,067.79	2,298,677.99	9,024,285.97	46.2%

# MONTGOMERY COUNTY GOVERNMENT, TN



## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

JOURNAL DETAIL 2021 1 TO 2021 4

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54220 WORKHOUSE	2,067,275	2,068,699	704,889.37	148,361.87	381,334.91	982,474.72	52.5%
54230 COMMUNITY CORRECTIONS	628,232	632,108	217,299.06	53,483.66	52,129.17	362,679.28	42.6%
54240 JUVENILE SERVICES	312,074	312,074	103,354.47	25,330.02	90.00	208,629.53	33.1%
54310 FIRE PREVENTION & CONTROL	643,800	650,430	112,982.76	35,928.86	47,154.85	490,292.54	24.6%
54410 EMERGENCY MANAGEMENT	633,703	633,978	191,490.85	45,319.96	18,466.96	424,020.19	33.1%
54490 OTHER EMERGENCY MANAGEMENT	0	129,477	.00	.00	2,493.17	126,983.83	1.9%
54610 COUNTY CORONER / MED EXAMINER	368,000	368,000	134,450.00	37,775.00	1,650.00	231,900.00	37.0%
55110 HEALTH DEPARTMENT	275,780	276,067	81,153.56	18,297.72	1,154.88	193,758.96	29.8%
55120 RABIES & ANIMAL CONTROL	1,514,635	1,543,720	431,283.14	106,112.10	99,660.22	1,012,776.93	34.4%
55130 AMBULANCE SERVICE	13,825,328	13,826,328	3,966,240.32	907,851.54	498,349.48	9,361,738.20	32.3%
55190 OTHER LOCAL HLTH SRVCS (WIC)	3,285,202	3,285,202	780,699.12	161,945.85	206.00	2,504,296.88	23.8%
55390 APPROPRIATION TO STATE	185,244	185,244	.00	.00	.00	185,244.00	.0%
55590 OTHER LOCAL WELFARE SERVICES	20,825	20,825	5,500.00	500.00	100.00	15,225.00	26.9%
55900 OTHER PUBLIC HEALTH & WELFARE	25,000	25,000	.00	.00	.00	25,000.00	.0%
56500 LIBRARIES	2,181,380	2,214,246	1,107,123.00	561,778.00	.00	1,107,123.00	50.0%
56700 PARKS & FAIR BOARDS	2,003,600	2,027,764	603,113.65	177,384.73	113,875.50	1,310,774.90	35.4%
56900 OTHER SOCIAL, CULTURAL & REC	9,688	9,688	3,450.29	717.76	.00	6,237.71	35.6%
57100 AGRICULTURAL EXTENSION SERVIC	452,670	480,114	94,254.48	87,474.74	46,173.55	339,685.68	29.2%
57300 FOREST SERVICE	2,000	2,000	.00	.00	.00	2,000.00	.0%
57500 SOIL CONSERVATION	61,755	61,755	21,368.77	5,073.80	374.00	40,012.23	35.2%
58110 TOURISM	942,000	942,000	571,741.07	74,784.56	.00	370,258.93	60.7%
58120 INDUSTRIAL DEVELOPMENT	1,299,906	1,299,906	350,674.00	175,337.00	.00	949,232.00	27.0%
58220 AIRPORT	431,740	431,740	201,710.00	100,855.00	.00	230,030.00	46.7%
58300 VETERAN'S SERVICES	616,455	616,455	197,036.50	45,801.10	5,232.42	414,186.08	32.8%
58400 OTHER CHARGES	1,951,966	2,087,466	590,104.43	78.00	.00	1,497,361.57	28.3%
58500 CONTRIBUTION TO OTHER AGENCIE	436,500	466,036	90,029.00	500.00	29,536.00	346,471.00	25.7%
58600 EMPLOYEE BENEFITS	680,600	680,600	203,428.51	86,529.73	.00	477,171.49	29.9%
58900 MISC-CONT RESERVE	15,000	15,000	.00	.00	.00	15,000.00	.0%
64000 LITTER & TRASH COLLECTION	159,583	159,583	54,312.09	12,474.04	.00	105,270.91	34.0%
99100 OPERATING TRANSFERS	654,440	654,440	.00	.00	.00	654,440.00	.0%
TOTAL COUNTY GENERAL	104,645,777	106,418,178	33,218,841.31	8,140,047.61	6,704,568.83	66,494,768.25	37.5%

### 131 GENERAL ROADS

61000 ADMINISTRATION	538,173	602,153	185,803.41	49,902.64	5,662.81	410,686.97	31.8%
62000 HIGHWAY & BRIDGE MAINTENANCE	6,972,833	7,103,985	1,752,774.67	469,278.15	854,251.47	4,496,958.54	36.7%
63100 OPERATION & MAINT OF EQUIPMEN	1,340,686	1,352,175	381,233.59	86,078.89	57,573.63	913,368.01	32.5%
63600 TRAFFIC CONTROL	723,528	726,523	206,390.49	38,587.03	89,671.52	430,460.99	40.8%
65000 OTHER CHARGES	609,185	609,906	289,926.11	3,917.12	6,911.38	313,068.95	48.7%
66000 EMPLOYEE BENEFITS	57,980	57,980	13,352.76	6,087.00	.00	44,627.24	23.0%
68000 CAPITAL OUTLAY	5,402,545	6,175,385	993,721.55	385,383.64	2,557,555.13	2,624,108.48	57.5%



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## YEAR-TO-DATE BUDGET REPORT

FOR 2022 04

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL ROADS	15,644,930	16,628,108	3,823,202.58	1,039,234.47	3,571,625.94	9,233,279.18	44.5%
<b>151 DEBT SERVICE</b>							
82110 PRINCIPAL-GENERAL GOVERNMENT	8,971,960	8,971,960	.00	.00	.00	8,971,960.00	.0%
82130 PRINCIPAL-EDUCATION	22,006,009	22,006,009	519,987.00	103,997.40	.00	21,486,022.00	2.4%
82210 INTEREST-GENERAL GOVERNMENT	7,970,954	7,970,954	1,829,143.84	.00	.00	6,141,810.16	22.9%
82230 INTEREST-EDUCATION	7,713,715	7,713,715	2,346,012.42	25,250.00	.00	5,367,702.58	30.4%
82310 OTHER DEBT SERV-COUNTY GOVT	453,500	453,500	7,893.99	.00	.00	445,606.01	1.7%
82330 OTHER DEBT SERV.-EDUCATION	678,000	678,000	22,362.19	1,666.67	.00	655,637.81	3.3%
TOTAL DEBT SERVICE	47,794,138	47,794,138	4,725,399.44	130,914.07	.00	43,068,738.56	9.9%
<b>171 CAPITAL PROJECTS</b>							
00000 NON-DEDICATED ACCOUNT	80,000	80,000	22,201.02	.00	.00	57,798.98	27.8%
91110 GENERAL ADMINISTRATION PROJEC	760,000	75,905,564	9,262,222.32	4,690,956.48	48,602,342.66	18,040,999.43	76.2%
91120 ADMIN OF JUSTICE PROJECTS	0	27,271	.00	.00	.00	27,271.00	.0%
91130 PUBLIC SAFETY PROJECTS	622,000	2,196,992	83,096.78	9,239.49	481,733.64	1,632,161.09	25.7%
91140 PUBLIC HEALTH /WELFARE PROJEC	3,599,098	6,372,644	2,160,428.47	3,952.28	2,356,417.13	1,855,798.62	70.9%
91150 SOCIAL/CULTURAL/REC PROJECTS	50,000	644,589	14,374.43	1,900.00	293,751.57	336,462.57	47.8%
91190 OTHER GENERAL GOVT PROJECTS	0	35,675	.00	.00	.00	35,675.00	.0%
91200 HIGHWAY & STREET CAP PROJECTS	0	5,653,621	213,112.00	97,868.48	918,074.66	4,522,434.25	20.0%
91300 EDUCATION CAPITAL PROJECTS	0	34,730,413	8,304,736.00	.00	.00	26,425,677.00	23.9%
TOTAL CAPITAL PROJECTS	5,111,098	125,646,769	20,060,171.02	4,803,916.73	52,652,319.66	52,934,277.94	57.9%
<b>266 WORKER'S COMPENSATION</b>							
51810 FACILITIES	0	0	237.84	237.84	.00	-237.84	100.0%
51920 RISK MANAGEMENT	602,864	639,344	79,797.24	27,241.10	79,499.77	480,047.24	24.9%
52300 PROPERTY ASSESSOR'S OFFICE	0	0	430.72	.00	.00	-430.72	100.0%
54110 SHERIFF'S DEPARTMENT	0	0	39,936.55	20,620.22	.00	-39,936.55	100.0%
54210 JAIL	0	0	14,885.56	1,959.16	.00	-14,885.56	100.0%
55120 RABIES & ANIMAL CONTROL	0	0	629.49	.00	.00	-629.49	100.0%
55130 AMBULANCE SERVICE	0	0	2,167.41	1,209.02	.00	-2,167.41	100.0%
55754 LANDFILL OPERATION/MAINTENANC	0	0	17,713.91	10,900.79	.00	-17,713.91	100.0%
62000 HIGHWAY & BRIDGE MAINTENANCE	0	0	3,490.93	427.78	.00	-3,490.93	100.0%



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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WORKER'S COMPENSATION	602,864	639,344	159,289.65	62,595.91	79,499.77	400,554.83	37.3%
GRAND TOTAL	173,798,807	297,126,537	61,986,904.00	14,176,708.79	63,008,014.20	172,131,618.76	42.1%

\*\* END OF REPORT - Generated by Mariel Lopez-Gonzalez \*\*