

**CITIZENS TO ADDRESS THE COMMISSION**

1. Joey Dasinger – Resolution 21-10-1

**CALL TO ORDER** – Mayor Durrett

**PRESENTATION**

**PUBLIC HEARING ZONING RESOLUTIONS**

- CZ-25-2021**            Application of Gayle Lockerman from R-1 to R-4
- CZ-26-2021**            Application of Erle Butts from R-1 to C-5
- CZ-27-2021**            Application of William Griffy from AG to R-1

**CLOSE PUBLIC HEARING**

**RESOLUTIONS**

- 21-10-1\***            Resolution Amending the Budget of the Montgomery County Election Commission for a County Primary
- 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
- 21-10-4\***            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
- 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
- 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 of 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

**\* CONSENT AGENDA CONSIDERATION**

*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.*

**RESOLUTIONS**

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

**OLD BUSINESS**

**REPORTS FOR APPROVAL**

1. \* Commission Minutes dated September 13, 2021
2. \* County Clerk's Report and Notary List
3. \* Nominating Committee Nominations
4. \* County Mayor Nominations and Appointments

**VERBAL REPORTS**

1. School Board Liaison – Josh Beal
2. Highway Commission Liaison – Rickey Ray

**REPORTS FILED**

1. Building & Codes Monthly Reports

**ANNOUNCEMENTS**

**ADJOURN**

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

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

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

1. Time limit of presentation will not exceed three (3) minutes.
2. Subject matter should be limited to issues, without reference to personalities.
3. Presentation will be in consonance with good taste and decorum befitting the occasion and dignity of the county commission meeting.
4. The chairman may interrupt or terminate a presentation when it is too lengthy, personally directed, abusive, obscene or irrelevant.
5. The chairman may limit the number of individuals who will be recognized to speak on one side of any given issue. The number of presentations to be made at any given county commission meeting may also be limited in the discretion of the chairman.
6. A brief outline of the presentation and its relationship to the business of the county commission must be included with this request form.
7. No person will be allowed to deposit or present documentations, materials, publications, or other articles on the desks or the areas of the Commission floor without prior approval by the Chair. If anyone wishes to distribute materials to members of the Montgomery County Commission, the individual should submit these to the Sergeant at Arms prior to the meeting for approval.

Name Joey Dasinger

Address 832 Tiny Town Rd

Telephone 931-278-9448

Subject Matter Resolution 21-10-1 (opposition)

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

Address \_\_\_\_\_

Signature

Joseph Dasinger

Date

Sept 30, 2021

Please email to [smbaggett@mcgtn.net](mailto:smbaggett@mcgtn.net)  
or Fax to (931) 553-5177, attention Shelly Baggett

**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 11th day of October, 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 11th day of October, 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  
ERLE BUTTS**

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

WHEREAS, said property is identified as County Tax Map 053 , parcel 006.06 (p), containing .81 acres, situated in Civil District 13, located Property fronting on the west frontage of Butts Dr., 600 +/- feet north of the Dover Rd. (US 79) & Butts Dr. intersection.; and

WHEREAS, said property is described as follows:

Beginning at a point, said point being an iron rod (old) having coordinates of North 810687.08 and East 1537784.98, said point being the northwestern corner of the Christopher S. Blackwell Property as recorded in Vol. 1714, page 2733 ROMCT, said point being on the adjoining western property line of the Hohenwald Financial Services, LLC Property as recorded in Vol. 1947, page 1658 ROMCT, said point also being the southwestern corner of the herein described parcel; Thence along the adjoining said Hohenwald Financial Services, LLC Property, N 01° 33' 57" W for a distance of 35.93 feet to the point; said point being the northeastern corner of said Hohenwald Financial Services, LLC Property, said point being the southeastern corner of the Mary O. Atkins Property as recorded in Vol. 1133, page 2163 ROMCT; Thence along the adjoining western property line of said Mary O. Atkins Property, N 01° 25' 29" W for a distance of 153.61 feet to the point; said point also being the northwestern corner of the herein described parcel; Thence leaving said Mary O. Atkins Property and a new zoning line, S 89° 02' 06" E for a distance of 190.51 feet to the point; said point being located on the western Butts Drive right of way line; said point also being the northeastern corner of the herein described parcel; Thence leaving a new zoning line and along said Butts Drive right of way, S 00° 58' 16" W for a distance of 189.37 feet to the point; said point being located on the northern property line of said Christopher S. Blackwell Property; said point also being the southeastern corner of the herein described parcel; Thence along adjoining property line of said Christopher S. Blackwell Property, N 89° 02' 06" W for a distance of 182.5 feet to the point of beginning, said parcel containing 35,318.64 Square Feet or 0.81 Acres, more or less.  
Together with and subject to all right of ways, easements, restrictions, covenants

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 11th day of October 2021, that the zone classification of the property of Erle Butts from R-1 to C-5 is hereby approved.

Duly passed and approved this 11th day of October, 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:  
"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 11th day of October, 2021, that the zone classification of the property of William Griffy from AG to R-1 is hereby approved.

Duly passed and approved this 11th day of October, 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.

## 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, October 11, 2021**. The public hearing will be held on: **Monday, October 4, 2021**.

CASE NUMBER: CZ-25-2021

Applicant: Gayle Lockerman

Agent: Jeremy Means

Location: Property located at the northwest corner of the Sango Dr. & Old Sango Rd. intersection.

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

County Commission District: 15

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

\*\*\*\*\*

CASE NUMBER: CZ-26-2021

Applicant: Erle Butts

Agent: Chris Blackwell

Location: Property fronting on the west frontage of Butts Dr., 600 +/- feet north of the Dover Rd. (US 79) & Butts Dr. intersection.

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

County Commission District: 10

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

\*\*\*\*\*

CASE NUMBER: CZ-27-2021

Applicant: William Griffy

Agent: Byard & Mabry Holdings LLC

Location: Property fronting on the west frontage of York Rd., 3,500 +/- feet west of the Dotsonville Rd. & York Rd. intersection.

Request: AG Agricultural District to  
R-1 Single-Family Residential District Agricultural District

County Commission District: 10

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

\*\*\*\*\*

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE** 09/28/2021

**CASE NUMBER:** CZ - 25 - 2021

**NAME OF APPLICANT:**Gayle Lockerman

**AGENT:** Jeremy Means

---

**GENERAL INFORMATION**

**TAX PLAT:** 082

**PARCEL(S):** 131.00

**ACREAGE TO BE REZONED:** 5.85

**PRESENT ZONING:** R-1

**PROPOSED ZONING:** R-4

**EXTENSION OF ZONING**

**CLASSIFICATION:** YES

**PROPERTY LOCATION:** Property located at the northwest corner of the Sango Dr. & Old Sango Rd. intersection.

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 15

**CIVIL DISTRICT:** 11

**DESCRIPTION OF PROPERTY:** A rectangular tract with a single family residence, associated outbuildings & horse pasture with a pond.

**APPLICANT'S STATEMENT FOR PROPOSED USE:** To extend R-4 zoning from the south to develop a condominium project

**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 sewer available. Will require offsite water upgrades.

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

Traffic Assessment required.

#### 3. DRAINAGE COMMENTS:

Ok: Note that the area has poor drainage.

#### 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: SANGO

MIDDLE SCHOOL: RICHVIEW

HIGH SCHOOL: CLARKSVILLE

Sango Elementary, Richview Middle & Clarksville High are in the 3rd fastest growing region in Montgomery County. Sango Elementary is at 95% capacity, and currently has 1 portable classroom. Richview Middle is at 98% capacity and currently has 2 portable classrooms. Clarksville High School is at 101% capacity and currently has 1 portable classroom. This continued growth necessitates additional action to address building capacity and school transportation needs in Montgomery County. 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 and/or single-family residential.

**INFRASTRUCTURE:**

**WATER SOURCE:** CITY

**SEWER SOURCE:** CITY

**STREET/ROAD ACCESSIBILITY:** Sango Dr. & Old Sango Rd.

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**52**

**70**

**POPULATION:**

**189**

**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:**      **APPROVAL**

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The request is an extension of the R-4 Multi-family Residential District to the south.
- 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 will serve the site & no adverse environmental issues were identified relative to this request.

**5.**





**CZ-25-2021**

**APPLICANT:**  
GAYLE LOCKERMAN

**REQUEST:**

**R-1  
TO  
R-4**

**MAP & PARCEL**

082 13100

**ACRES +/-**  
5.85

Scale: 1:5,000



9/28/2021





**CZ-25-2021**

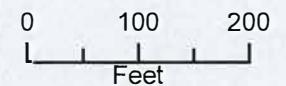
**APPLICANT:**  
GAYLE LOCKERMAN

**REQUEST:**  
**R-1**  
**TO**  
**R-4**

**MAP & PARCEL**  
082 13100

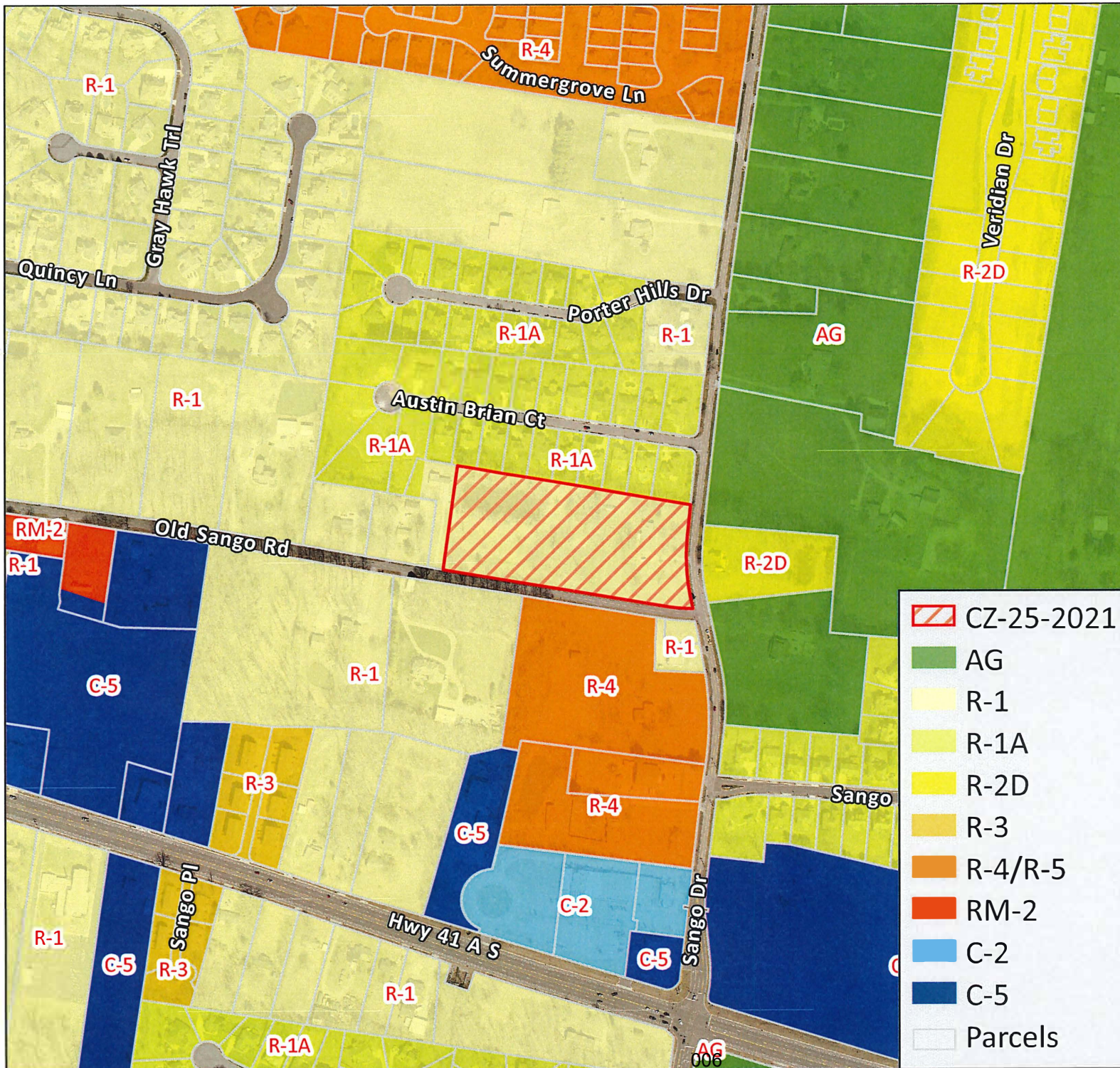
**ACRES +/-**  
5.85

Scale: 1:2,000



9/28/2021





**CZ-25-2021**

**APPLICANT:**

GAYLE LOCKERMAN

**REQUEST:**

**R-1**

**TO**

**R-4**

**MAP & PARCEL**

082 13100

**ACRES +/-**  
5.85

Scale: 1:5,000



9/28/2021



**CASE NUMBER:** CZ 25 2021 **MEETING DATE** 09/28/2021

**APPLICANT:** Gayle Lockerman

**PRESENT ZONING** R-1

**PROPOSED ZONING** R-4

**TAX PLAT #** 082

**PARCEL** 131.00

**GEN. LOCATION** Property located at the northwest corner of the Sango Dr. & Old Sango Rd.  
intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

9/27/2021- Charles Jerles - Opposed to the rezoning. Copy of email in the file.



**City  
of  
Clarksville**

CZ-25-2021

John Spainhoward <john.spainhoward@cityofclarksville.com>

## Fwd: Sango Rezoning Case CZ-25-2021 R-1 to R-4

1 message

Angela Latta <angela.latta@cityofclarksville.com>

Mon, Sep 27, 2021 at 1:10 PM

To: John Spainhoward <john.spainhoward@cityofclarksville.com>

----- Forwarded message -----

From: trj1957tj via GDL\_web Planning Commission <rpc@cityofclarksville.com>

Date: Mon, Sep 27, 2021 at 1:09 PM

Subject: Sango Rezoning Case CZ-25-2021 R-1 to R-4

To: rpc@cityofclarksville.com <rpc@cityofclarksville.com>

Cc: turner.stevenl@gmail.com <turner.stevenl@gmail.com>, jodigriffey@hotmail.com <jodigriffey@hotmail.com>

Attending and speaking at the Regional Planning Commission (RPC) meeting on Tuesday September 28th will be:

- Steve Turner, 3201 Austin Brian Court, Lot 1
- Tom Jacques, 3188 Austin Brian CT., Lot 17 and
- Jodi O'Conner, 3165 Austin Brian Ct., Lot 10

The families of Wilsonway Estates would like to express our opposition to the rezoning the corner of Sango Drive and Old Sango Road - Reference CZ-25-2021. This will rezone 5.85 Acres of R-1 Land to R-4

Sango has been a well planned low density community with primarily R-1, R-1A and R-2D zones. Sango continues to develop in the way as a great family community.

We are now seeing increased rezoning to R-4 which brings with it significantly higher density urban housing along with significant issues for the current residents in Sango.

With this latest request, there is not transition from R-4 to R-1A that is currently located at Austin Brian Ct. There is already R-4 housing planned on the south side of Old Sango Road.

Old Sango Road, Sango Drive and Trough Springs Roads are seeing huge increases in traffic already from other developments. Adding up to 90 Family Units on top of the planned 60 is only going to make the current traffic situation worse.

Sango and neighborhood schools are seeing continued increases in the student teacher ratio, to the point it is getting way beyond the acceptable State and National averages

Sango is served by a volunteer fire department. This development places increased and unacceptable load on that fire department, putting property and lives at risk.

We request that the commission decline this rezoning application. We are not opposed to rezoning this lot to a R-2D and other redevelopment and rezoning requests that allow for a smooth transition from one development to another. We believe this meets the Commission's vision and mission statements below. We understand that others will want to enjoy the family atmosphere and quality of life that Sango brings.

**VISION STATEMENT**

*To preserve and promote the unique characteristics of Clarksville Montgomery County to provide for a diverse community with a dynamic balance of agriculture and commerce.*

**MISSION STATEMENT**

*The Regional Planning Commission directs development in Clarksville and Montgomery County in a transparent manner that maximizes the use of valuable resources, ensures orderly land use, and guides infrastructure placement to support and sustain a rich quality of life for all citizens.*

Sincerely,

Tom Jacques  
Wilsonway Estates



**City  
of  
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

## Fwd: Zoning proposals

1 message

Angela Latta <angela.latta@cityofclarksville.com>

Mon, Sep 27, 2021 at 12:17 PM

To: John Spainhoward <john.spainhoward@cityofclarksville.com>

----- Forwarded message -----

From: 'Joe Tierney' via GDL\_web Planning Commission <rpc@cityofclarksville.com>

Date: Mon, Sep 27, 2021 at 11:52 AM

Subject: Zoning proposals

To: <rpc@cityofclarksville.com>

My name is Joe Tierney and my wife and I live directly behind the parcel of current private, R-1 residential land for which there is a proposal for changing it to R-4. While I am immensely concerned about the change to R-4 allowing for a too many units that would very significantly reduce our property value as well as our neighbors, there are numerous community and quality of life issue concerns that I have.

We ask that this area not be zoned to an R-4 level and that rezoning would not be allowed beyond an R-2D level for further reasons included below:

We would like to express our opposition to the rezoning in on the corner of Sango Drive and Sango Old Road - Reference CZ-25-2021. This will rezone 5.85 Acres of R-1 Land to R-4

Sango has been a well planned low density community with primarily R-1, R-1A and R-2D zones. Sango continues to develop in the way as a great family community.

We are now seeing increased rezoning to R-4 which brings with it significantly higher density urban housing along with significant issues for the current residents in Sango.

With this latest request, there is not transition from R-4 to R-1A that is currently located at Austin Brian Ct. There is already R-4 housing planned on the south side of Old Sango Road.

Old Sango Road, Sango Drive and Trough Springs Roads are seeing huge increases in traffic already from other developments. Adding up to 90 Family Units on top of the planned 60 is only going to make the current traffic situation worse.

Sango and Neighborhood schools are seeing continued increases in the student teacher ratio, to the point it is getting way beyond the acceptable State and National averages

Sango is served by a volunteer fire department. This development places increased and unacceptable load on that fire department, putting property and lives at risk.

We request that the commission decline this rezoning application. We are not opposed to rezoning this lot to a R-2D and other redevelopment and rezoning requests that allow for a smooth transition from one development to another. We believe this meets the Commission's vision and mission statements below. understand that others will want to enjoy the family atmosphere and quality of life that Sango brings.

Please consider your own commitments:

### **VISION STATEMENT**

*To preserve and promote the unique characteristics of Clarksville Montgomery County to provide for a diverse community with a dynamic balance of agriculture and commerce.*

***MISSION STATEMENT***

*The Regional Planning Commission directs development in Clarksville and Montgomery County in a transparent manner that maximizes the use of valuable resources, ensures orderly land use, and guides infrastructure placement to support and sustain a rich quality of life.*

Sincerely,

Joe Tierney.



**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 09/28/2021

**CASE NUMBER:** CZ - 26 - 2021

**NAME OF APPLICANT:**Erle Butts

**AGENT:** Chris Blackwell

---

**GENERAL INFORMATION**

**TAX PLAT:** 053

**PARCEL(S):** 006.06 (p)

**ACREAGE TO BE REZONED:** .81

**PRESENT ZONING:** R-1

**PROPOSED ZONING:** C-5

**EXTENSION OF ZONING**

**CLASSIFICATION:** YES

**PROPERTY LOCATION:** Property fronting on the west frontage of Butts Dr., 600 +/- feet north of the Dover Rd. (US 79) & Butts Dr. intersection.

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 10

**CIVIL DISTRICT:** 8

**DESCRIPTION OF PROPERTY:** Maintained grassland area.

**APPLICANT'S STATEMENT** To expand existing self storage business  
**FOR PROPOSED USE:**

**GROWTH PLAN AREA:**

UGB

**PLANNING AREA:** Lafayette

**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 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:

MIDDLE SCHOOL:

HIGH SCHOOL:

**9. FT. CAMPBELL:**

No concerns with zone change. Request compliance with the Sabre Overlay requirements when developed.

**10. OTHER COMMENTS:**

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

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

**IMPACT OF PROPOSED USE ON** Increased traffic, light & noise.  
**SURROUNDING DEVELOPMENT:**

**INFRASTRUCTURE:**

**WATER SOURCE:** WUD

**SEWER SOURCE:**

**STREET/ROAD ACCESSIBILITY:** Butts Dr.

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**POPULATION:**

**APPLICABLE LAND USE PLAN**

Lafayette Planning Area- This area experienced considerable residential growth in the decade of the 90's. There is room for expansion along the SR 374 corridor.

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

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The proposed C-5 Highway & Arterial zoning request is an extension of the existing C-5 district to the south.
- 3.** The request will permit the extension of the existing self storage facility. Improvements to Butts Dr. may be needed if additional driveway connections are made to Butts Dr.
- 4.** Compliance with the Ft. Campbell Sabre Overlay regulations will be required at Site Plan Approval.
- 5.** No adverse environmental issues were identified relative to this request.





**CZ-26-2021**

**APPLICANT:**

ERLE BUTTS

**REQUEST:**

**R-1**

**TO**

**C-5**

**MAP & PARCEL**


053 00606 (P)


**ACRES +/-**  
0.81

Scale: 1:4,000



9/28/2021

 CZ-26-2021

 Parcels





**CZ-26-2021**

**APPLICANT:**

ERLE BUTTS

**REQUEST:**

**R-1**

**TO**

**C-5**


**MAP & PARCEL**


053 00606 (P)

**ACRES +/-**  
0.81

Scale: 1:2,000

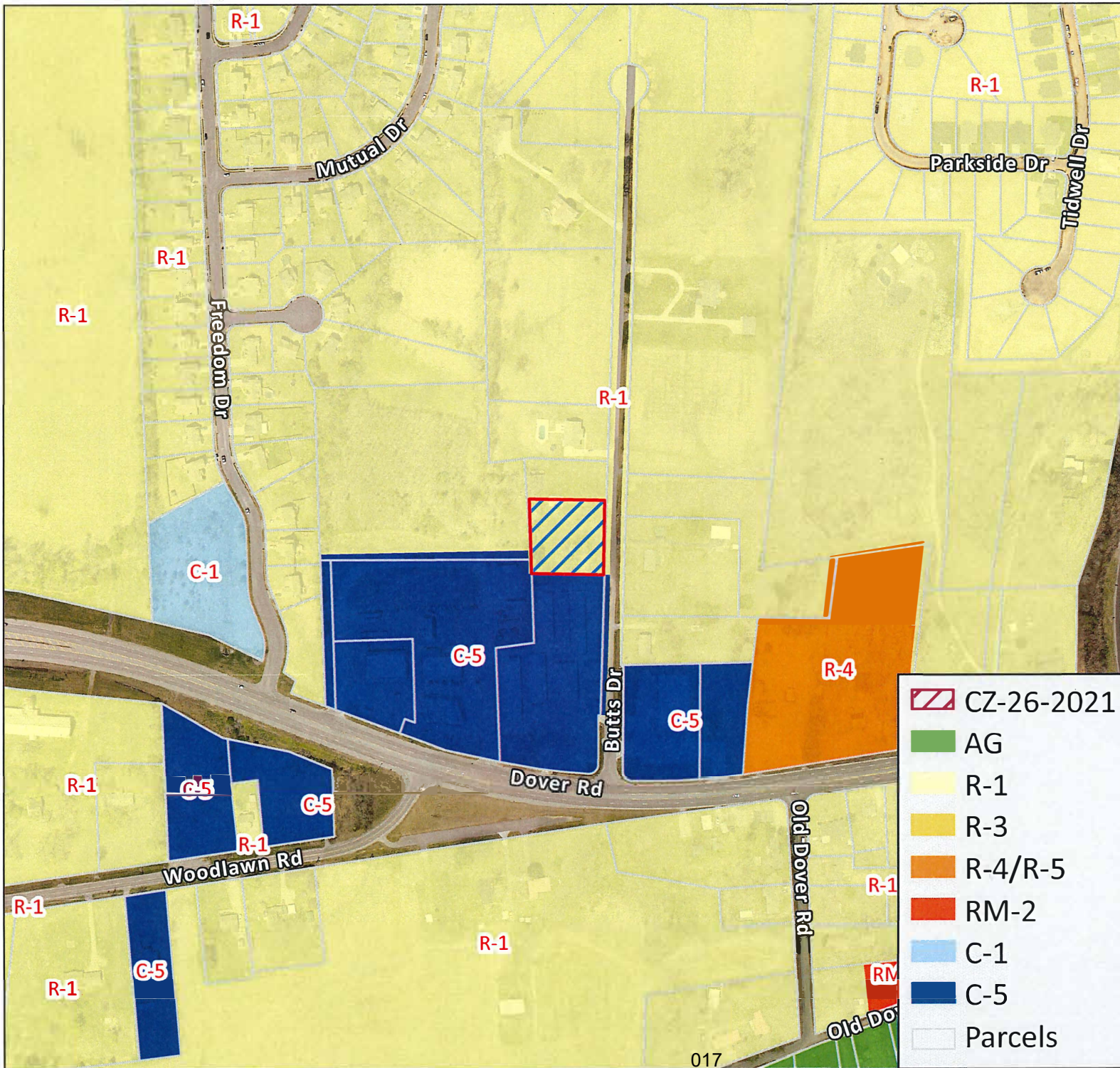


 **CZ-26-2021**

 **Parcels**

9/28/2021





**CZ-26-2021**

**APPLICANT:**

ERLE BUTTS


**REQUEST:**

**R-1  
TO  
C-5**

**MAP & PARCEL**

053 00606 (P)


**ACRES +/-**  
0.81

 CZ-26-2021

 AG

 R-1


 R-3

 R-4/R-5

 RM-2

 C-1

 C-5

 Parcels

Scale: 1:4,000



9/28/2021

**CASE NUMBER:** CZ 26 2021 **MEETING DATE** 09/28/2021

**APPLICANT:** Erle Butts

**PRESENT ZONING** R-1

**PROPOSED ZONING** C-5

**TAX PLAT #** 053

**PARCEL** 006.06 (p)

**GEN. LOCATION** Property fronting on the west frontage of Butts Dr., 600 +/- feet north of the Dover Rd. (US 79) & Butts Dr. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 4:30 P.M. on 9/27/2021 (A.L.)

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 09/28/2021

**CASE NUMBER:** CZ - 27 - 2021

**NAME OF APPLICANT:** William Griffy

**AGENT:** Byard & Mabry

---

**GENERAL INFORMATION**

**TAX PLAT:** 053

**PARCEL(S):** 197.01

**ACREAGE TO BE REZONED:** 52.11

**PRESENT ZONING:** AG

**PROPOSED ZONING:** R-1

Agricultural

**EXTENSION OF ZONING**

**CLASSIFICATION:** NO

**PROPERTY LOCATION:** Property fronting on the west frontage of York Rd., 3,500 +/- feet west of the Dotsonville Rd. & York Rd. intersection.

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 10

**CIVIL DISTRICT:** 8

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

**APPLICANT'S STATEMENT** For single family development  
**FOR PROPOSED USE:**

**GROWTH PLAN AREA:** UGB

**PLANNING AREA:** High point

**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 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: LIBERTY

MIDDLE SCHOOL: NEW PROVIDENCE

HIGH SCHOOL: NORTHWEST

Liberty Elementary & New Providence Middle School are in the fourth fastest growing region in Montgomery County. Liberty Elementary is at 100% capacity & currently has 5 portable classrooms. New Providence Middle is at 95% capacity & currently has 1 portable classroom. This development is adjacent to and existing school; sidewalks for pedestrians or bike access need to be included in the development phase. No traffic access to the campus will be granted. This continued growth necessitates additional action to address building capacity and school transportation needs in Montgomery County. This development could add additional students and require additional infrastructure and 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 single family residential density.

**INFRASTRUCTURE:**

**WATER SOURCE:** WOODLAWN

**SEWER SOURCE:**

**STREET/ROAD ACCESSIBILITY:** York Rd.

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**100**

**POPULATION:**

**270**

**APPLICABLE LAND USE PLAN**

High Point Planning Area - Plan for increased commercial development along Dover Road, mixed use area situated in west Clarksville/Montgomery County, recent availability to the City of Clarksville's Sewer System has increased development potential for the area.

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

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The proposed R-1 Single Family Zoning District is not out of character with the existing surrounding developments & recent residential subdivision submittals.
3. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.
- 4.
- 5.



**CZ-27-2021**

**APPLICANT:**  
WILLIAM GRIFFY

**REQUEST:**

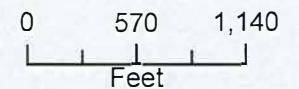
**AG**  
**TO**  
**R-1**

**MAP & PARCEL**

053 19701


**ACRES +/-**  
52.11

Scale: 1:12,000

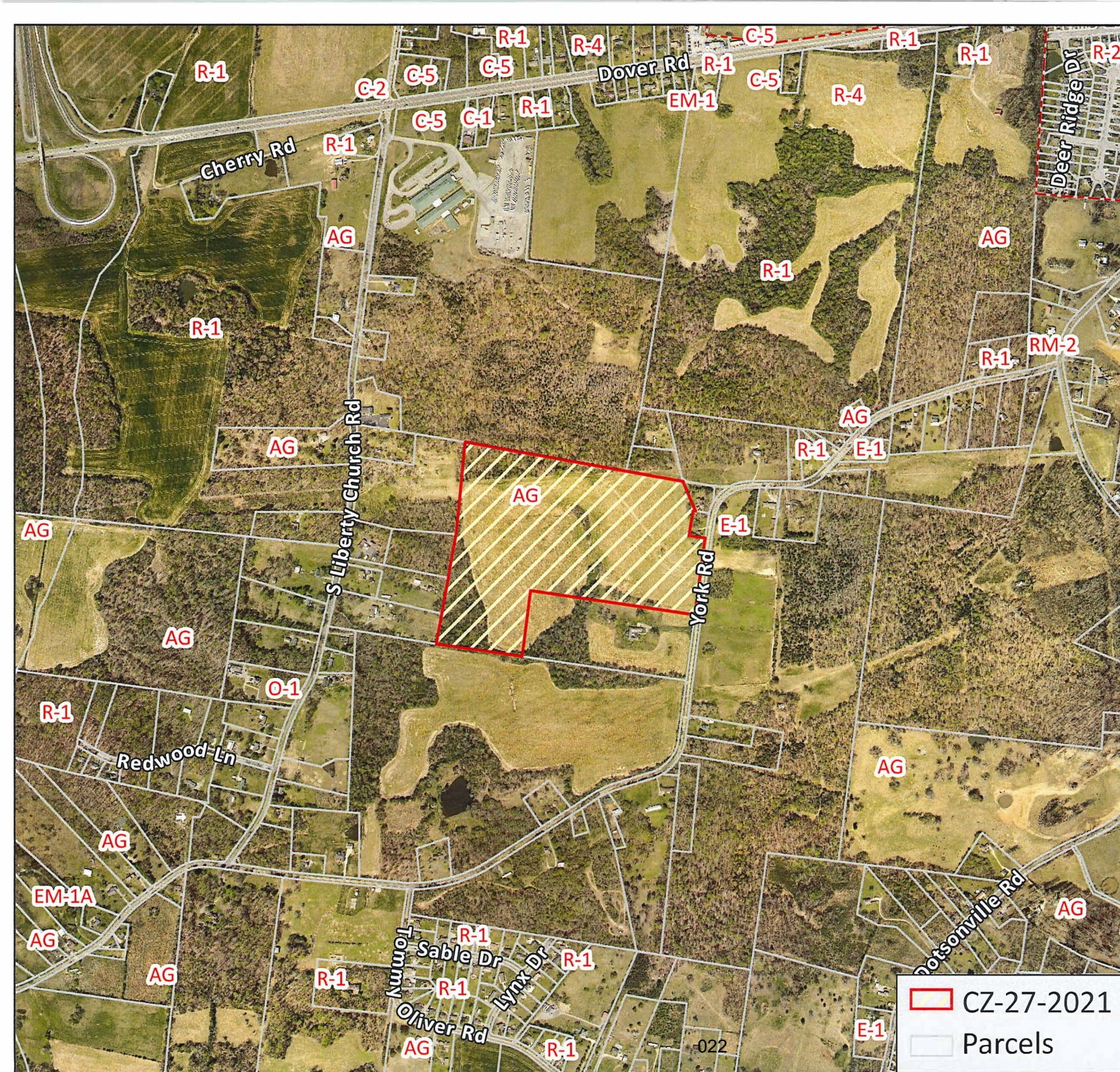


9/28/2021

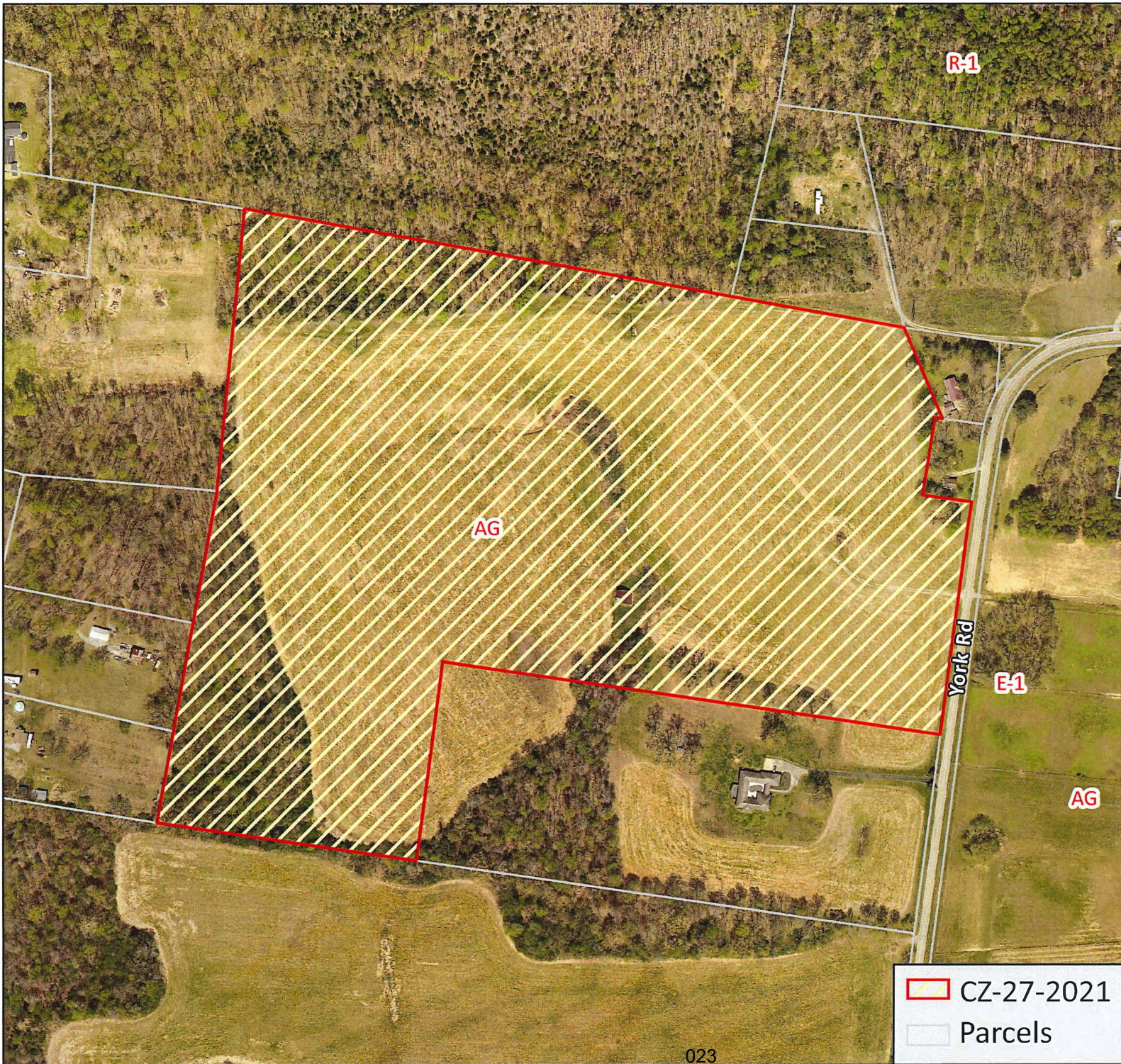


 CZ-27-2021

 Parcels







**CZ-27-2021**

**APPLICANT:**

WILLIAM GRIFFY

**REQUEST:**

**AG**

**TO**

**R-1**


**MAP & PARCEL**


053 19701

**ACRES +/-**  
52.11

Scale: 1:4,000



 **CZ-27-2021**

 **Parcels**

9/28/2021



CZ-27-2021

APPLICANT:  
WILLIAM GRIFFY

REQUEST:

**AG**  
TO  
**R-1**

MAP & PARCEL

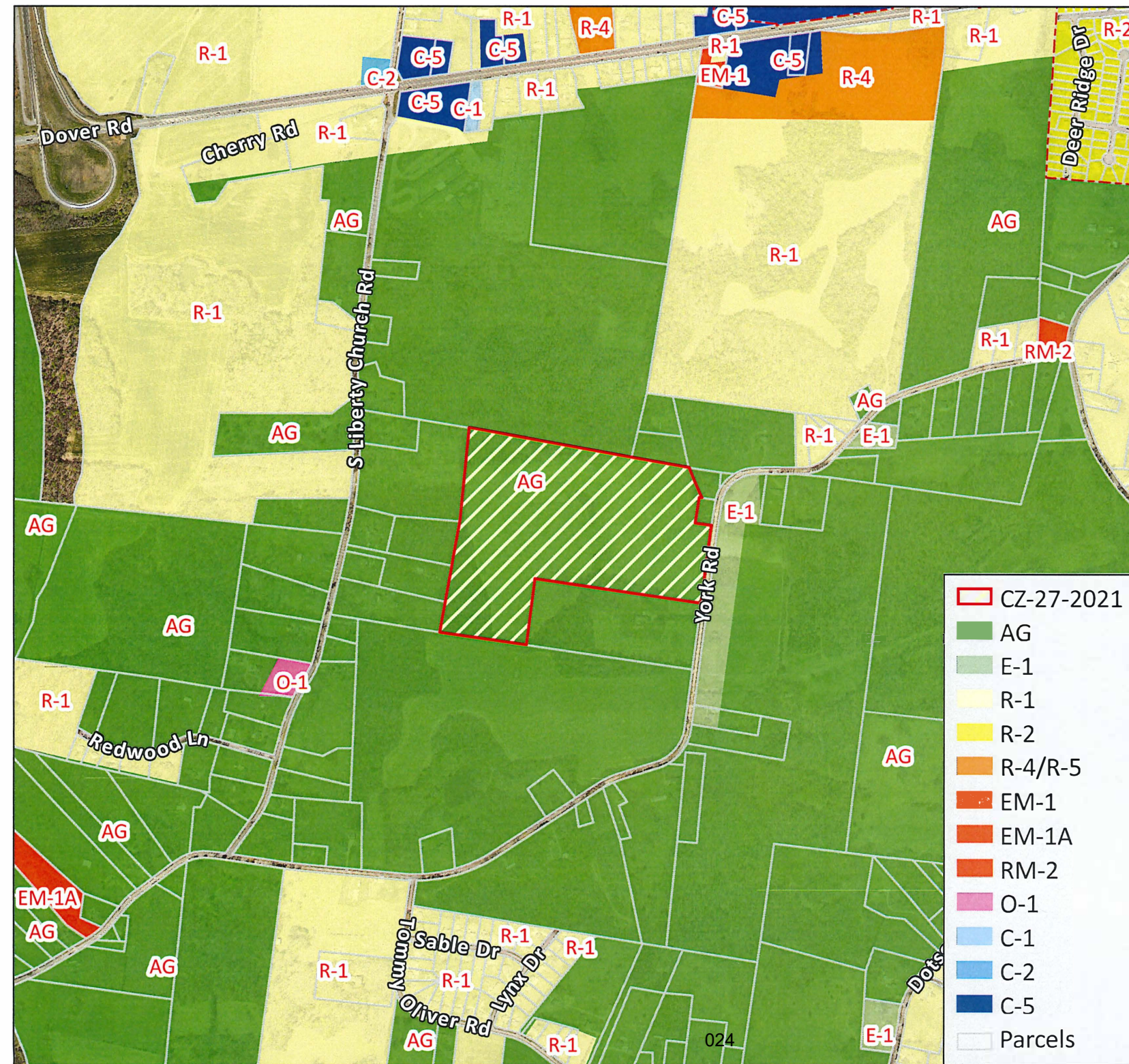
053 19701

**ACRES +/-**  
52.11

Scale: 1:12,000

0 570 1,140  
Feet

9/28/2021





**CASE NUMBER:** CZ 27 2021 **MEETING DATE** 09/28/2021

**APPLICANT:** William Griffy

**PRESENT ZONING** AG

**PROPOSED ZONING** R-1

**TAX PLAT #** 053

**PARCEL** 197.01

**GEN. LOCATION** Property fronting on the west frontage of York Rd., 3,500 +/- feet west of the  
Dotsonville Rd. & York Rd. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

Copy of email in the file.



**City  
of  
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

---

## Rezoning

1 message

---

**Bob Peddie** <bobp@filmwerks.com>

Mon, Sep 27, 2021 at 3:55 PM

To: "john.spainhoward@cityofclarksville.com" <john.spainhoward@cityofclarksville.com>

I live at 1030 York rd, I am against because there is enough houses in this area already and the traffic would be terrible. They act like this is a race track now, it won't get better with more houses. If you would like to see it I can set up a game camera for you to prove my point. I will attend the meeting.

**Filmwerks International**

**Bob Peddie**

Cell-(910)431-6942

Office-(910)675-1145



**City  
of  
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

---

## Rezone Proposal CZ-27-2021

1 message

---

**Walter Miller, AJ6T** <aj6t@comcast.net>

Thu, Sep 23, 2021 at 6:43 PM

To: john.spainhoward@cityofclarksville.com, rpc@cityofclarksville.com

Dear Mr. Spainhoward,

I have received your letter regarding rezone proposal CZ-27-2021. The land in question is immediately adjacent to my property and residence at 951 York Road, Clarksville, TN 37042.

I am opposed to single-family residential development on Parcel #197.01, and I request that my name be placed on the list of speakers at the Planning Commission meeting on September 28, and the two Regional Planning Commission meetings (October 4 and October 11).

Respectfully,

Walter E Miller



**City  
of  
Clarksville**

C2-27-2021

John Spainhoward <john.spainhoward@cityofclarksville.com>

---

## York Road

1 message

---

**Julie Bisgaard** <jbisgaard740@gmail.com>  
To: john.spainhoward@cityofclarksville.com

Thu, Sep 23, 2021 at 4:26 PM

Good afternoon Mr. Spainhoward,

I am a resident of York Road and I would like to speak on Tuesday, September 28 at 2:00. I am against the rezoning of Tax Map 053, Parcel #197.01 from AG to R-1.

Thank you,

Julie Bisgaard  
931-220-1367



City  
of  
Clarksville

John Spainhowerd <john.spainhowerd@cityofclarksville.com>

---

## York Road CZ-27-2021

1 message

---

Julie Bisgaard <jbisgaard740@gmail.com>

Mon, Sep 27, 2021 at 1:59 PM

To: John Spainhowerd <john.spainhowerd@cityofclarksville.com>

I am writing this letter in response to the possible rezoning of land on York Road. I have lived on York Road since 1993 and I am opposed to the rezoning of this 52 acre plot of land from agriculture to residential.

When we moved to Clarksville, it was our intention to live in a quieter setting outside of the city. We have loved living on York Road because our expectations have been met. The many neighbors would agree that we all moved to this area because of the quiet, rural setting.

Over the years though we have noticed the traffic increase dramatically. In front of our own house, I would guess that we have seen 10 or so cars go off into the ditch. York Road is a small two lane road with little to no shoulder and a ditch along the majority of the roadside. The accidents that have occurred in front of our house usually result in the car going into the ditch and having to be towed out. Cars already do not respect the speed limit on York Road and a subdivision further down the road would only increase the traffic, increase the number of accidents and possible deaths. One only needs to look at Dotsonville Road to understand the severity of traffic/accidents/fatalities in this area.

I am an avid walker and walk down York Road most every day. Since 1993 I can tell you that the sinkholes along York Road have become even more pronounced. There's already an observed sinkhole at the back of this proposed rezoning parcel. This does not seem conducive for a housing development because it would affect the water drainage in that area. And would York Road be able to handle a subdivision's water needs and septic or sewer needs?

One of the things I enjoy on my walk is seeing the many deer, turkeys, birds and other wildlife. With the new developments being built on Highway 79, Ogburn Chapel Road, and now possibly York Road, animal homes will be displaced.

As I've walked along York Road, I've gotten to know many of the neighbors even though we are very widely spaced apart. I know that there are families that have lived on this road for up to 60 years, and some of them have large parcels of land that have been in their families for generations. It's been a joy for me to hear the stories of the history of this land. I understand that Clarksville is growing, but I feel strongly that Clarksville needs to work at protecting and preserving the long history of our community.

Again, for these reasons, I am opposed to Parcel #197.01 being rezoned from agriculture to a single family residential district.

Respectfully,

Julie Bisgaard  
740 York Road  
Clarksville, TN. 37042  
931-220-1367

CZ-27-2021



**City  
of  
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

---

**Fwd: Case# CZ-27-2021**

1 message

---

**Evelyn Rhoades** <evelynrhoades21963@att.net>  
To: john.spainhoward@cityofclarksville.com

Mon, Sep 27, 2021 at 3:20 PM

I had mistyped your email and just got the notification.

Sent from my iPhone

Begin forwarded message:

**From:** Evelyn Rhoades <evelynrhoades21963@att.net>  
**Date:** September 27, 2021 at 1:02:02 PM CDT  
**To:** john.spainhoward@cityofclarksville.com  
**Subject:** Case# CZ-27-2021

My name is Evelyn Rhoades, our property is directly behind the proposed development. We have lived here for 13 years.

I have many concerns with this project.

First and foremost is the amount of traffic increase. To access York Rd you have to use Dotsonville or S Liberty Church, both roads are narrow with no shoulders. The intersections at each end are unsafe. This development could easily add 200-500 additional vehicles on these roads.

Is there going to be city sewer or a giant septic system? If septic where will it be located? I have no desire to have a huge septic back up in my back yard. Or storm drainage issues from poorly designed neighborhoods.

The schools in this area are already crowded, adding potentially 100's more students is not a well thought out plan.

Obviously I purchased my property for its location and lack of development around it. I love looking out my windows and seeing nature, NOT houses.

Thank you for your time.

Sent from my iPhone



**City  
of  
Clarksville**

CZ-27-2021

John Spainhoward <john.spainhoward@cityofclarksville.com>

---

## Case numberCZ-27-2-21

1 message

---

**Larry Meek** <lbmeek1956@aol.com>

Mon, Sep 27, 2021 at 2:54 PM

Reply-To: Larry Meek <lbmeek1956@aol.com>

To: "john.spainhoward@cityofclarksville.com" <john.spainhoward@cityofclarksville.com>

Mr. Spainhoward.....

I live at the intersection of Dotsonville Road and York Road. I am opposed to the development of the land on York Road. Case Number CZ-27-2-21. The traffic is terrible as is right now. I don't think that Dotsonville Road and York Road could handle any more traffic than we have currently. I am opposed to this development. Thank you, Larry Meek

CZ-27-2021

**City  
of  
Clarksville**

John Spainhoward &lt;john.spainhoward@cityofclarksville.com&gt;

---

**Rezone Proposal CZ-27-2021**

1 message

---

**Walter Miller, AJ6T** <aj6t@comcast.net>  
To: john.spainhoward@cityofclarksville.com

Mon, Sep 27, 2021 at 2:03 PM

Mr. Spainhoward,

I am writing to you and the Planning Commission to express my strong objection to the proposal to rezone the 52 acre plot on York Road from agricultural to R1 (CZ-27-2021).

I own and live on the 15.3 acre plot immediately adjacent to the property in question. I moved here with the expectation of a quiet retirement in a semi-rural area with widely spaced single family homes interspersed with trees and cultivated land. A large development next door will spoil my environment by bringing in excessive noise, traffic and crime. York Road is narrow and windy, and cannot safely support the increased traffic that a new subdivision with 100 or more houses would bring.

There is already adequate nearby development underway on properties on Highway 79. Those properties are out in the open, not surrounded by trees and other widely separated homes. A new development on York Road is unnecessary, and it is inconsistent with the Mission Statement of the Montgomery County Land Use Plan which states in part that development will be guided by the principle "to support and sustain a rich quality of life for all citizens."

In addition, there are other practical reasons that should preclude development on the subject land. That property has poor drainage, and there is a large sinkhole already there that drains water from adjacent lands, including mine. Concrete and asphalt on a new development will only exacerbate the drainage problem, perhaps severely.

As revealed at a recent Water Commission meeting, the water supply to that property is inadequate to support a large development with multiple new hookups, and fire hydrants there would be unable to provide adequate pressure for fire engines.

Along with another neighbor, I have personally canvassed up and down York Road (and parts of South Liberty Church Road and Dotsonville Road) to ask residents their opinions about the rezoning proposal and the prospects for a new housing development on the subject property. Every single resident that we were able to speak with expressed their opposition to the plan, and I will present to the Planning Commission tomorrow a petition signed by over 50 residents asking that this rezoning be disapproved.

Respectfully,

Walter E Miller, P.E.

951 York Road





**City  
of  
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

---

## Rezoning 950 York Road

1 message

---

**Samantha Canler** <samantha.canler325@gmail.com>

Mon, Sep 27, 2021 at 11:10 AM

To: "john.spainhoward@cityofclarksville.com" <john.spainhoward@cityofclarksville.com>

Good morning, my husband Steven Canler and I are opposed to the rezoning of the 950 York Road property. We moved here from Alaska to find a home as much as possible in the country of Clarksville. We wanted to stay away from cookie cutter houses that are being built everywhere in this town, high traffic and high crime rate areas. We love being surrounded by trees and seeing the wildlife in our yard on York road. Our road is already 45 mph and people who do not live down here fly down it every day. By adding cookie cutter homes on this road it is only going to make it worse. We have seen cars go into our ditches in front of our houses, cars slam on their breaks from deer and turkeys and car accidents due to speeding. Clarksville is already expanding enough as it is and it shouldn't be brought into the neighborhoods where the citizens want the privacy of the country. York Road is going to be the main access point for 950 York Road and building these subdivisions is going to cause more harm than good. Our small road will suffer from higher traffic causing damage, our neighbors who walk the road for exercise will be at an increased risk of danger due to more people driving, and i truly believe the crime rate will increase in this area by building as many houses as possible on the 50 acres giving criminals easier access to the homes in close proximity of each other. We want to continue to enjoy the peace and quiet of our neighborhood and the scenery without these homes being built.

Thank you

Samantha & Steven



**City  
of  
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

C2-27-2021

---

## Rezoning of 52 acres on upper York Road from Ag toR-1

1 message

---

Laverne/Tim Gjellstad <tngjellstad@yahoo.com>

Fri, Sep 24, 2021 at 3:06 PM

To: "john.spainhoward@cityofclarksville.com" <john.spainhoward@cityofclarksville.com>

Dear Mr. Spainhoward,

My wife and I are against the rezoning of the above property for the following reasons:

1. Too much traffic for our rural roads to safely handle that many houses.
2. Our infrastructure is not adequate for that density.
3. Our schools are already at capacity.
4. The developer will take his profit, but will live somewhere else. He cares little about our lives here.
5. I am sure if you lived here, you would share our views and objections.

Timothy and Jane Gjellstad

730 York Road, Clarksville, TN. 37042

CZ-27-2021



**City  
of  
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

---

## Case#CZ-27-2021

1 message

---

mawmawwhit@aol.com <mawmawwhit@aol.com>

Sun, Sep 26, 2021 at 11:39 PM

Reply-To: mawmawwhit@aol.com

To: "john.spainhoward@cityofclarksville.com" <john.spainhoward@cityofclarksville.com>

I am totally against the rezoning of property on York road Case # CZ-27-2021 from AG to R1 because there are so many problems that it could cause with traffic, water, noise and a lot of other things.  
There is no reason for more housing in this area.

Sincerely,  
Concerned neighbor  
Virginia Whitlow



CZ-27-2021

We are writing to voice our opposition to the rezoning of property located at 950 York Road in Clarksville.

I suffer from PTSD which causes me to struggle with crowds, noise and creates a distrust inside of me for many people. That is why we chose to live at 911 York Road, which backs up to the property in question; also allowing me insight into some of the potential issues with the development of this property.

The land is a pond when it rains. It collects water from the surrounding areas and pools, which may lead to issues with any housing developments. Too many residents in the county have already been subjected to flooding due to houses being built in areas with water runoff issues.

It is also a safe harbor for wildlife. There are all species of Tennessee wildlife that can be seen daily. We fear that encroaching too far into the undeveloped areas will lead to a reduction in the wildlife population, or force those animals out into the roadways causing accidents.

And while I am on the roads, Highway 79 has seen some improvements, but Dotsonville and York Roads are both narrow and winding roads. On a good day, they are already crowded and dangerous. Adding the traffic that will occur with a multiple dwelling subdivision will definitely lead to congestion, accidents and deaths. Any widening of these roads to alleviate this issue would lead to a decrease in the property values of existing residents as imminent domain is claimed and property taken.

Those who move to this area do so with the expectations of living in a more private setting, reduced traffic and crowding as well as some quiet and solitude. Those that are new to the area have bought existing property with the same expectations; not for large housing developments.

Mr. Griffey, who bought the land from Dr. Lindsey, is not a member of this community – he lives closer to Memorial Drive. He does not understand the desire for the people who live in the York Road area's need for that lifestyle to not be disrupted.

We can also talk about the increased noise and trash pollution, the overcrowding of local schools, potential increase in crime or all that comes with increased development over time; but I feel certain that this letter lets you know where we stand.

We love this community and the residents.

We appreciate their desire for a more rural, private lifestyle.

And we are strongly opposed to the rezoning for the above listed reasons.

Thank you

Rex and Tammy Cheatham

911 York Road

## RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY ELECTION COMMISSION FOR A COUNTY PRIMARY

**WHEREAS**, Montgomery County is one of the fastest growing communities in Tennessee and the Montgomery County Election Commission must continue to efficiently and effectively meet the needs of the citizens of Montgomery County, and

**WHEREAS**, the Montgomery County Election Commission has received a request from both the local Republican party and Democratic party to hold a county primary on May 3, 2022 as mandated by the State of Tennessee, upon their request; and

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

**WHEREAS**, the Montgomery County Election Commission has identified a need to amend their budget by one hundred twenty-seven thousand five hundred fifty dollars (\$127,550) to cover the costs of these additional elections, and

**WHEREAS**, this election is held at the request of the local parties, but the cost of this election will be solely on Montgomery County.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 11<sup>th</sup> day of October 2021, that the Montgomery County Election Commission’s Fiscal Year 2022 operating budget is hereby amended as follows for an additional election:

<b>ACCOUNT NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
101-51500-00000-51-51870	Overtime Pay	\$ 10,000.00
101-51500-00000-51-51910	Election Commission	\$ 750.00
101-51500-00000-51-51930	Election Workers	\$ 65,000.00
101-51500-00000-51-52010	Social Security	\$ 4,700.00
101-51500-00000-51-52120	Employee Medicare	\$ 1,100.00
101-51500-00000-51-53332	Legal Notices	\$ 20,000.00
101-51500-00000-51-53480	Postage	\$ 1,500.00
101-51500-00000-51-53510	Rentals	\$ 1,500.00
101-51500-00000-51-53990	Other Contracted Services	\$ 16,000.00
101-51500-00000-51-54350	Office Supplies	\$ 2,000.00
101-51500-00000-51-54499	Other Supplies & Materials	<u>\$ 5,000.00</u>
<b>TOTAL FUNDING NEEDED</b>		<b>\$127,550.00</b>

**Duly passed and approved this 11<sup>th</sup> day of October 2021.**

**Sponsor** Elizabeth Black

**Commissioner** [Signature]

**Approved** [Signature]  
**County Mayor**

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



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

**WHEREAS**, the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office, has advised the Sheriff of Montgomery County that funding allocations for a Community-Based Traffic Safety Enforcement and Education Program consisting of county-wide saturation patrols, seatbelt enforcement and sobriety checkpoints have been approved with Montgomery County receiving a grant allocation for the period beginning October 1, 2021, through September 30, 2022; and

**WHEREAS**, the Tennessee Highway Safety Office, has advised that Montgomery County is approved for these funds in the amount of \$59,500.00; said program is one hundred percent (100%) grant funded, requiring no local matching funds during the allocation period and has no requirements for continuation funding upon expiration of the grant.

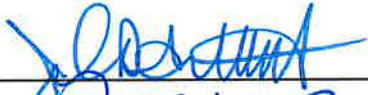
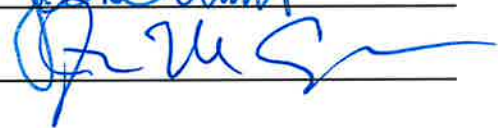
**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 13<sup>th</sup> day of October, 2021, that Montgomery County accept this Community-Based Traffic Safety Enforcement and Education Program Grant in the amount of \$59,500.00; and

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

**SECTION 1.** Montgomery County hereby accepts \$59,500.00 from the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office for the purpose herein stated and as detailed below:

REVENUE	101-54110-00000-54-47590-G2130	< \$59,500.00>
OVERTIME	101-54110-00000-54-51870-G2130	\$38,580.00
SOCIAL SECURITY	101-54110-00000-54-52010-G2130	\$ 2,390.00
STATE RETIREMENT	101-54110-00000-54-52040-G2130	\$ 3,470.00
MEDICARE	101-54110-00000-54-52120-G2130	\$ 560.00
TRAVEL	101-54110-00000-54-53550-G2130	\$ 500.00
OTHER CONTRACTED SVC	101-54110-00000-54-53990-G2130	\$ 4,500.00
OTHER SUPPLIES & MTRLS	101-54110-00000-54-54990-G2130	\$ 4,500.00
OTHER CAPITAL OUTLAY	101-54110-00000-54-57990-G2130	\$ 5,000.00
	<b>TOTAL</b>	<b>\$59,500.00</b>

Duly passed and approved this 13<sup>th</sup> day of October 2021.

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

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

**RESOLUTION TO ADOPT THE REVISED FEE SCHEDULE FOR  
PERMITS ISSUED BY THE MONTGOMERY COUNTY BUILDING AND  
CODES DEPARTMENT**

**WHEREAS**, it is the desire of the Montgomery County Building and Codes Department to adopt, in all respects, the 2018 Editions of International Codes as set out in Resolution 20-10-6 in order to update and facilitate proper inspection activities relating to the public safety, health and general welfare; and

**WHEREAS**, Article IX, Section 7 of the Comprehensive Zoning Resolution of Montgomery County, Tennessee, provides that fees will be charged for the issuance of building permits and that permits shall be issued by the County Building Commissioner; and

**WHEREAS**, in order to help defray the cost of issuing additional building permits and provide for additional inspection services, it is necessary to update fee charges.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 11<sup>th</sup> day of October 2021 that Resolution 11-9-3 adopted in November 2011 setting out a fee schedule be repealed as of January 1, 2022, and the attached proposed fee schedule shall be hereby adopted.

**BE IT FURTHER RESOLVED** that the fees for Residential, Commercial, and Manufactured Home Permits will hereby be increased by one cent (\$0.01) each year over the following three years beginning January 1, 2023.

**Duly passed and approved this 11<sup>th</sup> day of October 2021.**

Sponsor



Commissioner



Approved

\_\_\_\_\_

Attested

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



**MONTGOMERY COUNTY BUILDING & CODES PROPOSED FEE SCHEDULE  
AS OF JANUARY 1, 2022**

PERMIT TYPE	TYPE OF FEE	FEE AMOUNT
Minimum Permit Fee	Flat Fee	\$25.00
<b>RESIDENTIAL PERMITS</b>		
Residential Building	Square Foot	\$0.35
Residential Accessory Building	Square Foot	\$0.35
Residential Additions	Square Foot	\$0.35
Residential Plans Review		Min. \$50.00 or \$.05 sq ft, greater of the Two
<b>COMMERCIAL PERMITS</b>		
Commercial Building	Square Foot	\$0.35
Commercial Accessory	Square Foot	\$0.35
Commercial Additions	Square Foot	\$0.35
Commercial Plans Review	1/2 Permit Fee	1/2 Permit Fee
<b>INDUSTRIAL PERMITS</b>		
Industrial Building	Fee schedule	Based on Cost of construction
Industrial Additions	Fee schedule	Based on Cost of construction
Industrial Plans Review	1/2 Permit Fee	1/2 Permit Fee
<b>MANUFACTURED HOMES</b>		
Singlewide	Square Foot	\$0.35
Doublewide	Square Foot	\$0.35
Triplewide	Square Foot	\$0.35
<b>PLUMBING PERMITS</b>		
Residential Plumbing	Flat Fee	\$100.00
Appliance Change out		\$50.00
Commercial Plumbing	Min. & Fee Schedule	\$100.00 Min. or Fee Schedule, greater of the Two
Industrial Plumbing	Min. & Fee Schedule	\$100.00 Min. or Fee Schedule, greater of the Two
<b>MECHANICAL PERMITS</b>		
Residential Mechanical	Flat Fee	\$100.00
Appliance Change out		\$50.00
Commercial Mechanical	Min. & Fee Schedule	\$100.00 Min. or Fee Schedule, greater of the Two
Industrial Mechanical	Min. & Fee Schedule	\$100.00 Min. or Fee Schedule, greater of the Two

## MONTGOMERY COUNTY BUILDING & CODES PROPOSED FEE SCHEDULE AS OF JANUARY 1, 2022

<b>POOL PERMIT</b>		
Residential Above Ground	Flat Fee	\$50.00
Residential Inground	Flat Fee	\$75.00
Commercial Pool	Fee Schedule	Based on Cost of construction
Barrier	Flat Fee	\$25.00
<b>DECK</b>		
	Flat Fee	\$50.00
<b>SIGN PERMIT</b>		
Temporary Sign	Flat Fee	\$25.00
Permanent	Fee Schedule	Based on Cost of construction
<b>TOWERS</b>		
	Fee Schedule	Based on Cost of construction
<b>DEMOLITION PERMIT</b>		
Residential	Flat Fee	\$50.00
Commercial	Flat Fee	\$50.00
Industrial	Flat Fee	\$50.00
<b>MISCELLANEOUS FEES</b>		
Preinspection Inspection	Flat Fee	\$50.00
Safety Inspection	Flat Fee	\$25.00
Re- Inspection	Flat Fee	\$50.00
BZA Application	Flat Fee	\$250.00
TEMP Fireworks Tents	Flat Fee	\$100.00
House Moving	Flat Fee	\$100.00
<b>PRICE LIST FOR COPIES</b>		
8.5" X 11" And 8.5" X 14"	Flat Fee	\$0.15
8.5" X 11" Aerial Photo Maps	Flat Fee	\$0.30
11" X 17"	Flat Fee	\$0.30
11" X 17" Aerial Photo Maps	Flat Fee	\$2.00
Large Plotted Maps 24" X 36"	Flat Fee	\$10.00
<b>PENALTIES</b>		
Where work for which a permit is required is started or proceeded prior to obtaining said permit, but the payment of such doubled fee shall not relieve any person from fully complying with the requirements of the the code in the execution of the work nor from any other penalties prescribed here in.		
	Doubled Permit Fee	Permit Cost

**RESIDENTIAL, COMMERCIAL & MANUFACTURED HOMES PROPOSED PERMIT INCREASES  
OVER THE NEXT FOUR YEARS**

<b>RESIDENTIAL PERMITS</b>	<b>ALL INCREASES ARE EFFECTIVE AS OF JANUARY 1ST OF THE CALENDAR YEAR</b>				
		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Residential Building	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38
Residential Accessory Building	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38
Residential Additions	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38
Residential Plans Review	Square Foot	Min. \$50 or \$.05 sq ft, greater of the Two	Min. \$50 or \$.05 sq ft, greater of the Two	Min. \$50 or \$.05 sq ft, greater of the Two	Min. \$50 or \$.05 sq ft, greater of the Two

<b>COMMERCIAL PERMITS</b>	<b>ALL INCREASES ARE EFFECTIVE AS OF JANUARY 1ST OF THAT YEAR</b>				
		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Commercial Building	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38
Commercial Accessory	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38
Commercial Additions	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38
Commercial Plans Review	1/2 Permit Fee	1/2 Permit Fee	1/2 Permit Fee	1/2 Permit Fee	1/2 Permit Fee

<b>MANUFACTURED HOMES</b>	<b>ALL INCREASES ARE EFFECTIVE AS OF JANUARY 1ST OF THAT YEAR</b>				
		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Singlewide	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38
Doublewide	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38
Triplewide	Square Foot	\$0.35	\$0.36	\$0.37	\$0.38

**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**

**WHEREAS**, the 115<sup>th</sup> Congress passed the “Handle With Care Act of 2018” with the purpose of addressing the non-academic and social and emotional need of children and youth experiencing trauma; and

**WHEREAS**, this improved community response can be best accomplished through cooperation, coordination and good communication between school districts and first responders whereby each party agrees to share certain confidential information that is in the best interest of the school districts trauma-affected students.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Commission assembled in regular business session on this 11<sup>th</sup> day of October 2021:

1. 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.
2. The County Sheriff, the County Fire Chief, and the County Director of Emergency Medical Services affix signatures representing their respective Office or Department for Montgomery County.
3. This resolution repeals the tri-party interlocal agreement passed and approved by the Montgomery County Commission in Resolution 21-7-1.

**Duly passed and approved this 11<sup>th</sup> day of October 2021.**

Sponsor \_\_\_\_\_

Commissioner \_\_\_\_\_

Approved \_\_\_\_\_

County Mayor

Attested \_\_\_\_\_

County Clerk



# INTERLOCAL AGREEMENT

## BETWEEN THE

Clarksville Police Department, Montgomery County Sheriff's Office, Clarksville Fire Rescue,  
Montgomery Co. Volunteer Fire Service and Montgomery County Emergency Medical Services

## AND THE

Clarksville-Montgomery County School System

This Interlocal Agreement (the "Agreement") is entered into by and between the Clarksville-Montgomery County School System ("District"), the Clarksville Police Department, Montgomery County Sheriff's Office, Clarksville Fire Rescue, Montgomery Co. Volunteer Fire Service and Montgomery County Emergency Medical Services ("First Responders"). All entities may be referred to collectively as the "Parties."

### 1. Statement of Purpose

- 1.1. The District is committed to assisting trauma-affected students while eliminating barriers to their successful education.
- 1.2. The District has students who are enrolled and are experiencing extraordinary events outside of the school day that involve first responder agencies.
- 1.3. In order to participate in the pilot program, Handle With Care, the District will partner with first responders through an Interlocal Agreement.
- 1.4. The best interests of the District's trauma-affected students will be served by the mutual support of the District and first responders as described herein.
- 1.5. The Handle With Care program entails first responders sending a confidential notification to the District whose students may have experienced a traumatic event that required a first responder response in the community. The respective District school's trained staff would then provide the appropriate care to the student at the school following the incident.

### 2. District Obligations

The District agrees to provide annual notice to its stakeholders (parents/guardians/students) that the Handle With Care program exists.

The District agrees to provide the following to first responders if the purposes identified above continue to be met and the appropriate controls continue to be implemented.

- 2.1. District will utilize current staff members and resources to operate and facilitate distribution within its schools of the information received from first responders.
- 2.2. District will be responsible for distributing first responder notifications to its schools' principals and their two designated points of contact.

- 2.3. District will count:
  - 2.3.1. Total number of notifications each school receives.
  - 2.3.2. Total number of counselor referrals related to the notification events.
  - 2.3.3. Total number of administrative referrals related to the notification events.
- 2.4. District will coordinate the delivery of the data to first responders with the understanding that the District will not provide or disclose any confidential information about its students to first responders pursuant to this Agreement.
- 2.5. District will maintain and control all supporting documentation relating to data collection, students lists, and any additional identifying student data.
- 2.6. District will provide annual training to its employees who might utilize this program.

### 3. First Responders

First responders agree to provide the following to the District, provided that the purposes identified above continue to be met and the appropriate controls continue to be implemented.

- 3.1. First responders shall serve as the point of contact for notifications delivered to the District.
- 3.2. First responders will submit a confidential HWC notification through an internal form at <https://hwc.cmcass.net/> with the following information:
  - 3.2.1. Student name
  - 3.2.2. Student age
  - 3.2.3. Student grade
  - 3.2.4. Student school name
- 3.3. First Responders will provide annual training to their respective employees who might utilize this program.

### 4. Terms and Termination

- 4.1. This Agreement shall become effective upon execution of all the Parties, and will remain in effect through the 2021-22 school year unless extension or earlier termination shall occur pursuant to the terms of this agreement. This Agreement may be renewed by mutual consent of the Parties for up to two (2) successive one (1) year terms (each, a "Renewal Term"). Any Renewal Term(s) shall be in writing, and signed by the Parties.
- 4.2. The Parties understand and mutually agree that this Agreement may be terminated by any party upon giving thirty (30) days' written notice to the other party. Notice is said to be given when the written notice is received by the other party.

## 5. Amendment

- 5.1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed and mutually agreed to by the Parties.

## 6. Assigning Interest

- 6.1. No party shall transfer or assign any interest in this Agreement without the prior written consent of the other party.

## 7. Compliance

- 7.1. The Parties agree to comply with all federal and state laws regarding nondiscrimination in the execution of this Agreement. In accordance therewith, the Parties shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, gender, age, handicap, or political affiliation.

## 8. Indemnity

- 8.1 The Parties acknowledge that they are governmental entities, and that no party indemnifies the other party. The Parties agree, however, to notify the other parties if they are provided notice of a lawsuit or potential lawsuit related in any manner to this agreement between the Parties.
- 8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE, STIPULATE, AND AGREE THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER APPLICABLE LAW.

## 9. Relationship of the Parties

- 9.1 The Parties agree and acknowledge that each entity is not an agent of one of the other entities and that each entity is responsible for its own acts, forbearance, negligence and deeds, and of its agents or employees in conjunction with the performance of work covered under this Agreement. The parties agree that each entity shall be responsible for any liability or damages of its personnel.
- 9.2 This agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.
- 9.3 The Parties understand and agree that no party has authority to bind another party or to hold out to third parties that it has the authority to bind the others.



## 10. Notices

- 10.1. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and delivered in person and/or mailed, Postage prepaid, or emailed to the addresses set forth below on attached signature pages:

District  
621 Gracey Avenue  
Clarksville, TN 37040  
Attn: Dr. Angela M. Huff, Interim Director of Schools  
Email: angela.huff@cmcsc.net  
Phone: (931)920-7808

With a copy to Ashley Dale, Elementary Lead Counselor  
1312 Hwy 48/13  
Clarksville, TN 37040  
Email: ashley.dale@cmcsc.net  
Phone: (931)553-1130

CPD	MCSO
Attn:	Attn:
Email:	Email:
Phone:	Phone:

CFR	MCVFS
Attn:	Attn:
Email:	Email:
Phone:	Phone:

MCEMS  
Attn:  
Email:  
Phone:

## 11. Miscellaneous Terms

- 11.1. Full Agreement. This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

- 11.2. Authority. The signers of this Agreement, by placing their respective signatures below, represent and warrant that they have full authority to execute this Agreement on behalf of the Respective party each represents.
- 11.3. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The Parties further agree that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to be invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.
- 11.4. Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this Agreement.
- 1 1.5. Law of State to Govern. The validity, enforceability and interpretation of any provision of this Agreement will be determined and governed by the substantive and procedural laws of the State of Tennessee. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Montgomery County, Tennessee.

CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM

BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

CLARKSVILLE POLICE DEPARTMENT

BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

MONTGOMERY COUNTY SHERIFF'S OFFICE

BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

### CLARKSVILLE FIRE RESCUE

BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

### MONTGOMERY CO. VOLUNTEER FIRE SERVICE

BY: \_\_\_\_\_

Title: \_\_\_\_\_

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

### MONTGOMERY COUNTY EMERGENCY MEDICAL SERVICES

BY: \_\_\_\_\_

Title: \_\_\_\_\_

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



**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO  
EXCEED FOUR HUNDRED TEN THOUSAND DOLLARS (\$410,000)  
GENERAL OBLIGATION BONDS OF MONTGOMERY COUNTY,  
TENNESSEE**

**BE IT RESOLVED** by the Board of County Commissioners (the "Board") of Montgomery County, Tennessee (the "County") that for the purpose of providing funds to (a) finance, in whole or in part, the (i) acquisition, construction and erection of public art; (ii) acquisition of all property, real and personal related to such projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (b) pay costs incident to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said County in the aggregate principal amount of not to exceed \$410,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.


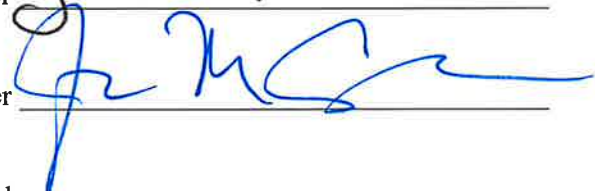

**BE IT FURTHER RESOLVED** by the Board that the County Clerk of the County be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$410,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

**NOTICE**

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

Kellie Jackson, County Clerk

**Duly passed and approved this October 11, 2021.**

Sponsor   
Commissioner   
Approved   
County Mayor

Attested:

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

STATE OF TENNESSEE )  
COUNTY OF MONTGOMERY )

I, Kellie Jackson, certify that I am the duly qualified and acting County Clerk of Montgomery County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on October 11, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$410,000 general obligation bonds of said County.

WITNESS my official signature and seal of said County on this the \_\_ day of October, 2021.

County Clerk

(SEAL)

**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**

WHEREAS, pursuant to Sections 9-21-101, *et seq.*, Tennessee Code Annotated, and Sections 49-3-1001, *et seq.*, Tennessee Code Annotated (collectively, the “Acts”), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance school and public works projects; and

WHEREAS, the Board of County Commissioners (the “Governing Body”) of Montgomery County, Tennessee (the “County”) hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of providing funds to (a) finance, in whole or in part, the (i) acquisition of land for and the acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of schools and school facilities; (ii) acquisition, construction and erection of public art; (iii) acquisition of all property, real and personal related to such projects; (iv) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (v) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (b) pay costs incident to the issuance and sale of such bonds authorized herein; and

WHEREAS, the issuance of general obligation bonds to finance public works projects other than County school projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body did adopt on the date hereof an initial resolution (the “Initial Resolution”) authorizing the issuance of not to exceed \$410,000 general obligation bonds to finance those Projects that are not school projects; and

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

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$41,410,000 in aggregate principal amount of general obligation school and public improvement bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon; and

WHEREAS, the general obligation school and public improvement bonds authorized herein may be issued in conjunction with, and as part of the same series of, general obligation bonds previously authorized by resolution of the Governing Body, as provided herein.

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



Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Acts and other applicable provisions of law.

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

(a) “Bonds” means the not to exceed \$41,410,000 general obligation school and public improvement bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

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

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

(d) “County Mayor” shall mean the County Mayor of the County.

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

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

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

(h) “Municipal Advisor” means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(i) “Projects” means the (i) acquisition of land for and the acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of schools and school facilities; (ii) acquisition, construction and erection of public art; (iii) acquisition of all property, real and personal related to such projects; and (iv) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing.

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

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

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

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

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

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

(a) For the purpose of providing funds, in whole or in part, to (a) finance the (i) cost of the Projects and (ii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (b) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$41,410,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Bonds”, shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on March 1 and September 1 in each year, commencing September 1, 2022. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on March 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2024 through 2042, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof. Notwithstanding anything herein to the contrary and as permitted pursuant to Section 8 hereof, the Bonds authorized herein may be issued in one or more series with principal and interest of each such series payable on such dates and in such amounts and subject to earlier redemption all upon the terms provided herein.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on March 1, 2031 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as provided in subsection (b) above.

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

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

affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

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

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



the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Form of Bond)

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

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

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF MONTGOMERY  
GENERAL OBLIGATION BOND, SERIES [2021]

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Montgomery County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on September 1, 2022, and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond

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

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

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on March 1, 2031 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the



principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

**\*Final Maturity**

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

payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

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

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

This Bond is one of a total authorized issue aggregating [\$\_\_\_\_\_] and issued by the County for the purpose of providing funds to (a) finance, in whole or in part, the (i) acquisition of land for and the acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of schools and school facilities; (ii) acquisition, construction and erection of public art; (iii) acquisition of all property, real and personal related to such projects; (iv) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (v) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (b) pay costs incident to the issuance and sale of such bonds authorized, pursuant to Sections 49-3-1001 *et seq.* and Sections 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on October 11, 2021 (the "Resolution").

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

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

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

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

MONTGOMERY COUNTY, TENNESSEE

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

(SEAL)

ATTESTED:

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

Transferable and payable at the  
principal corporate trust office of:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

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

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

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

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

(FORM OF ASSIGNMENT)

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

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

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

Signature guaranteed:

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

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

Section 8. Sale of Bonds.

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

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

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

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



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

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than September 1, 2022, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series is not later than twenty-five (25) years after the dated date of such series.

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

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

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

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

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

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

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

(g) No Bonds shall be issued to finance any Projects that are not school projects until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall such Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

(h) The County Mayor is hereby authorized to enter into an agreement with the Municipal Advisor to serve as Municipal Advisor to the County in connection with the Bonds, and all actions heretofore taken in this respect are hereby ratified and approved.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of each series of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in one or more special funds known as the Montgomery County 2021 School and Public Improvement Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law. Any funds remaining in the Construction Fund following completion of the Projects shall be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds authorized by this resolution, including bond proceeds, accrued interest, reoffering premium, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement for each series of the Bonds for the purpose of describing such series. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

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

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

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

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

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

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

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

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds

on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

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

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

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

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

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


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



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

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

Duly adopted and approved on October 11, 2021.

Sponsor  \_\_\_\_\_

Commissioner  \_\_\_\_\_

Approval  \_\_\_\_\_

Attested:

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

STATE OF TENNESSEE )

COUNTY OF MONTGOMERY )

I, Kellie Jackson, certify that I am the duly qualified and acting County Clerk of Montgomery County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on October 11, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's not to exceed \$41,410,000 general obligation school and public improvement bonds.

WITNESS my official signature and seal of said County on October 11, 2021.

---

County Clerk

(SEAL)

EXHIBIT A

Bond Counsel Engagement Letter

BASS, BERRY & SIMS PLC

October 11, 2021

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

**Re: Issuance of Not to Exceed \$41,410,000 in Aggregate Principal Amount of  
General Obligation School and Public Improvement Bonds.**

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Montgomery County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects as further described in a resolution authorizing the Bonds adopted on October 11, 2021 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

**SCOPE OF ENGAGEMENT**

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

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

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

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

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

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

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



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

### **ATTORNEY-CLIENT RELATIONSHIP**

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

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

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

### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter;

(iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our total fee will be \$50,000. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. Except for any newspaper publication fees, the bond counsel fee quoted above will include all ordinary out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

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

## **RECORDS**

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

## **OTHER MATTERS**

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

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

## **CONCLUSION**

If the foregoing terms are not acceptable to you, please so indicate in writing. Otherwise, we look forward to working with you.

**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**

**WHEREAS**, the Montgomery County Zoning Resolution was created for the purposes established by law for orderly growth and development of land in unincorporated Montgomery County; and

**WHEREAS**, within said zoning resolution there are rules and restrictions that govern development according to zones; and

**WHEREAS**, as Montgomery County has grown, especially over the past 10 years, especially within the Urban Growth Boundary, existing zoning tools within the Zoning Resolutions do not allow for the highest and best use of land in every instance; and

**WHEREAS**, Planned Unit Developments provide for increased use of land over base zoning when public services and utilities are available and enhance the land use, maximize tax base, and provide for uses and types of neighborhoods that add quality development to the county.

**NOW, THEREFORE BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on the 11th Day of October 2021 this legislative body requests the Clarksville Montgomery County Regional Planning Commission to study and prepare a zoning resolution update to allow for planned unit developments (PUDs) in the Urban Growth Boundary (UGB) of Montgomery County.

**Duly passed and approved this 11<sup>th</sup> Day of October 2021.**

Sponsor

Commissioner

Approved

County Mayor

Attest: \_\_\_\_\_

County Clerk

**RESOLUTION OF MONTGOMERY COUNTY, TENNESSEE EXPRESSING  
OPPOSITION TO PRESIDENTIAL COVID-19 VACCINE MANDATE**

**WHEREAS**, on September 9, 2021, President Biden announced plans to direct the U.S. Department of Labor's Occupational Safety and Health Administration ("OSHA") to develop an emergency temporary standard ("ETS") directed at private-sector businesses with one hundred (100) or more employees to require their employees to either be vaccinated against the COVID-19 virus or require any workers who remain unvaccinated to produce a negative test result on at least a weekly basis before coming to work; and

**WHEREAS**, it is anticipated that the OSHA ETS will impact over 80 million workers in private-sector businesses with one hundred (100) or more employees; and

**WHEREAS**, private-sector employers are already overburdened with unnecessary regulations; and

**WHEREAS**, the County Commission of Montgomery County, Tennessee believes that medical treatment and preventative measures are an individual choice, and that the government has no role to play in mandating COVID-19 vaccinations; and

**WHEREAS**, the County Commission of Montgomery County, Tennessee believes it is its responsibility to educate the public based on facts and that it is not the County Commission's, the State's, or the Federal government's responsibility to create mandates that force the general public to accept COVID-19 vaccinations against their will; and

**WHEREAS**, Montgomery County, Tennessee has led a successful campaign to make sure that residents of Montgomery County who want to be vaccinated against the COVID-19 virus have that option and have vaccine available to them; and

**WHEREAS**, every citizen who wants a COVID-19 vaccine possesses the right to obtain one, but no COVID-19 vaccine should be mandated by law; and

**WHEREAS**, people have the right to refuse COVID-19 vaccination based on religious or medical reasons, and every medical intervention requires informed consent and the right of refusal, including the COVID-19 vaccine; and

**WHEREAS**, private health information on vaccine status should not be requested or required by any government mandate and any request or requirement to provide that information is an invasion of that individual's right of privacy.

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

Section 1: The County Commission of Montgomery County, Tennessee expresses its opposition, in the strongest possible terms, to COVID-19 vaccine mandates and any other similar legislation, order, ordinance, or regulation by any local, state, or federal government that affects citizens' rights to make their own health care choices.

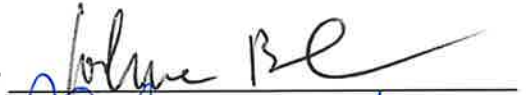


Section 2: The County Commission of Montgomery County, Tennessee expresses its opposition, in the strongest possible terms, to any required COVID-19 vaccination as a condition of employment or continued employment for any employee of Montgomery County, Tennessee.

Section 3: The County Commission of Montgomery County, Tennessee continues to encourage all those citizens who make the individual choice to get vaccinated against the COVID-19 virus to do so and to avail themselves of the many opportunities to receive the vaccine.

**Duly passed and adopted by the County Commission of Montgomery County, Tennessee  
this 11th day of October 2021.**

Sponsor



Commissioner



Approved

\_\_\_\_\_

**County Mayor**

Attest

\_\_\_\_\_

**County Clerk**

COUNTY COMMISSION MINUTES FOR

SEPTEMBER 13, 2021

SUBMITTED FOR APPROVAL OCTOBER 11, 2021

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, September 13, 2021, at 6:00 P.M. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Kyle Johnson, Chief of Staff, Kellie Jackson, County Clerk, Teresa Cottrell, Chief Deputy Clerk, John Fuson, Sheriff, Tim Harvey, County Attorney, Jeff Taylor, Director of Accounts and Budgets, and the following Commissioners:

Jerry Allbert	John M. Gannon	Rickey Ray
Randy Allbert	David Harper	Larry Rocconi
Joshua Beal	Garland Johnson	Joe Smith
Loretta J. Bryant	Charles Keene	Walker R. Woodruff
Brandon Butts	Rashidah A. Leverett	
Carmelle Chandler	Lisa L. Prichard	
Joe L. Creek	Chris Rasnic	

PRESENT: 18

ABSENT: James R. Lewis and Tangi C. Smith (2)

VACANT: District 18

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

**Mayor Durrett presented a Certificate of Recognition from the Department of Defense.**

**The following Zoning Resolutions were Adopted:**

- CZ-23-2021** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Abriana Cortes-Brandt Kevin Brandt
- CZ-24-2021** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Connie Sue Self Randel Self

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

- 21-9-1** Resolution of the Montgomery County Board of Commissioners to Transfer Rotary Club Reserve Fund Monies for the Completion of the Rotary Park Playground
- 21-9-2** Resolution Authorizing the Application for a Grant from Tennessee Department of Tourist Development Co-op Funds, for Clarksville Montgomery County Tourist Commission
- 21-9-3** Resolution to Adopt an Interlocal Agreement Between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance (JAG) of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds
- 21-9-4** Resolution to Appropriate Public Art Funds for the Purchase of Art Using Funding from Bond Proceeds Dedicated for Such Purchase
- 21-9-5** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the CMCSS 2021-22 School Budget
- 21-9-6** Resolution to Adopt the 2022 Legislative Agenda as Presented by the Legislative Liaison Committee
- Commission Minutes dated August 9, 2021
  - County Clerk's Report
  - Nominating Committee Nominations
  - County Mayor Appointments

**The following Resolutions were Adopted:**

- 21-9-7** Resolution Authorizing the Execution and Delivery of a Contribution Agreement with the Industrial Development Board of the County of Montgomery, Tennessee

**A Motion to Suspend the Rules was Approved prior to voting on 21-9-8.**

**21-9-8** Resolution Amending the Budget of the Montgomery County Capital Projects Fund to Add an Additional Three Hundred Thousand Dollars (\$300,000) for the Renovation of Montgomery County's EMS Station 20

**A Motion to Suspend the Rules for voice voting was Approved prior to the District 18 election process.**

**Election for District 18 County Commissioner:**

The floor was opened for Commissioners to make Nominations.

The following candidates were Nominated by Commissioner Gannon:

1. Monroe Gildersleeve, Jr.
2. Kenneth D. Baker
3. Robert R. Sigler
4. Gregory A. Hopkins
5. Jorge Padro

Each candidate was given five (5) minutes to speak.

The election process was conducted by Kellie Jackson, County Clerk, and Teresa Cottrell, Chief Deputy Clerk.

Robert Sigler was Elected to fill the vacancy as District 18 County Commissioner.

**Reports Filed:**

1. TN Comptroller of Treasury's FY22 Budget Approval Letter
2. Building and Codes Monthly Reports
3. CMCSS Quarterly Construction Report
4. Accounts and Budgets Monthly Reports
5. Trustee's Monthly Reports

**The Board was adjourned.**

Submitted by:

Kellie A. Jackson, Clerk

Kellie A. Jackson

County Clerk

By: Teresa Cottrell, co.



**County Clerk's Report  
October 11, 2021**

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of September 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 Elected County Official and Deputy County Officials are approved as taken.

This report shall be spread upon the minutes of the Board of County Commissioners.

This the 11<sup>th</sup> day of October 2021.

Kellie A. Jackson  
County Clerk





## OATH OF ELECTED COUNTY OFFICIAL

NAME	OFFICE	DATE
Robert R. Sigler	District 18 County Commissioner	09/15/2021

## OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Kara Boileau	Deputy County Clerk	09/13/2021
Baylee Denny	Deputy Circuit Court Clerk	09/13/2021
Storie Hogue	Deputy Trustee	09/14/2021
Terry L. Suggs	Deputy Trustee	09/14/2021

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 October 11, 2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. T ALLEN	407 CUNNINGHAM LN CLARKSVILLE TN 37042 931-278-9089	407 CUNNINGHAM LN CLARKSVILLE TN 37042 931 278 9089
2. CARSON ALSTON	150 VILLAGE WAY CLARKSVILLE TN 37043 931-472-8572	
3. AMY L. AUSTIN-FIEDLER	3545 SOUTHWOOD DR CLARKSVILLE TN 37042 703-307-3782	2050 LOWES DR CLARKSVILLE TN 37040 9314312209
4. KARI MARTELLI BATSON	506 SUMMIT VIEW CIRCLE CLARKSVILLE TN 37043 931 624 7744	710 N 2ND ST CLARKSVILLE TN 37040 931 647 6311
5. TIFFANY BELL	1629 CEDAR SPRINGS CIR CLARKSVILLE TN 37042 931 561 7934	285 COUNTY HERE RD PARIS TN 38242 931 561 7934
6. EMILY BERRIOS	1101A TIMBER RIDGE DR CLARKSVILLE TN 37042 508 579 3720	2425 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 648 4300
7. RICHARD A BOLL JR	1252 CLOVERDALE DR CLARKSVILLE TN 37040 904 229 7328	931 269 9289
8. CHRISTINE H BRYANT	783 VAUGHAN RD CLARKSVILLE TN 37043 931 358 3586	1810 MADISON ST CLARKSVILLE TN 37043 931 648 3071
9. SAEDRA BYARD	879 S RIDGE TRAIL CLARKSVILLE TN 37043 931-216-5316	116 CENTER COURT CLARKSVILLE TN 37040 931 444 3099
10. CHERYL J CHEASTY	3355 MEAD CT CLARKSVILLE TN 37043 716 471 9058	783 OLD HICKORY BLVD BRENTWOOD TN 37024 615 221 1570
11. RHYAN O COLLINS	115 SHELTON ST CLARKSVILLE TN 37040 931 472 8295	325 COMMERCE ST CLARKSVILLE TN 37040 931 552 0654
12. JANET COOKSEY	3061 WESTCHESTER DR CLARKSVILLE TN 37043 931 980 0512	111 S 3RD ST CLARKSVILLE TN 37040 931 552 6990
13. CHANTELLE CUNNINGHAM	1039 MICHAELA CIR CLARKSVILLE TN 37043 419-306-8000	

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

Notaries to be elected October 11, 2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
14. LAURA DENONCOUR	793 SMITH BRANCH RD CLARKSVILLE TN 37042 931 624 3791	1986 FT CAMPBELL BLVD CLARKSVILLE TN 37042 931 245 3168
15. ANTHONY DOWLEN	953 BONELLIS LN CLARKSVILLE TN 37040 615 415 2592	2050 LOWES DR CLARKSVILLE TN 37040 931 431 6800
16. TAMMY KAY ELLINGTON	273 AZALEA DRIVE OAK GROVE KY 42262 870-882-1900	649 PROVIDENCE BLVD CLARKSVILLE TN 37042 9312747510
17. JOSEPH FERNINO	563 MEDALLION CIR CLARKSVILLE TN 37042 731-613-3441	2155 LOWES DR CLARKSVILLE TN 37040 9312747540
18. LAKESHIA GAMBLE	218 PLUM ST CLARKSVILLE TN 37042 931-436-5371	816 FRANKLIN ST CLARKSVILLE TN 37042 931 647 5451
19. MORGAN GARCIA	127 WYNWOOD DR APT D CLARKSVILLE TN 3742 402 720 2565	2425 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 648 4300
20. JOYCE EILEEN GATEWOOD	214 PINE MOUNTAIN RD CLARKSVILLE TN 37042 931 906 1522	
21. KIMBERLY A. GOINS	3230. QUINCY LANE CLARKSVILLE TN 37043 615-848-3952	151 RICHVIEW RD CLARKSVILLE TN 37043 931 648 5690
22. LEIGHANNE GUTHRIE	334 IRONWORKERS RD CLARKSVILLE TN 37043 931 320 1141	150 RICHVIEW RD CLARKSVILLE TN 37043 931 648 0110
23. BILLY J HALE	105 RIDGEPOINT CT CLARKSVILLE TN 37040 931 449 9217	931 648 7940
24. KAYLA HILL	1115 FUJI LN CLARKSVILLE TN 37040 404-857-5911	600 CORPORATE PARK DR ST LOUIS MO 63105 404-857-5911
25. SARAH A HUGHES	3438 SANDPIPER DR CLARKSVILLE TN 37042 858-602-2395	2700 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-552-8686
26. BOBBI HUHNKE	2997 ELIZA DR CLARKSVILLE TN 37043 931-220-2466	1725 C WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 266 0236

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

Notaries to be elected October 11, 2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
27. COURTNEY KAPPER	136 TURN ROW DR CLARKSVILLE TN 37043 618 521 9874	322 MAIN ST CLARKSVILLE TN 37040 931 221 8917
28. LATROY KING	2110 BANDERA DRIVE CLARKSVILLE TN 37042 915 256 7858	1310 24TH AVE S NASHVILLE TN 37212
29. AMANDA LEHMAN	69 WEST DRIVE CLARKSVILLE TN 37040 931 801 9193	308 FRANKLIN STREET CLARKSVILLE TN 37040 931 648 4700
30. PEGGY S LEWIS	105 LAND WAY CLARKSVILLE TN 37043 931 980 0950	1 PUBLIC SQUARE CLARKSVILLE TN 37040 931 221 4320
31. NATALIE ROSE LILLIE	380 N. MAIN ST ERIN TN 37061 615-801-1253	1650 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-919-2535
32. BRENNAS ASHLEY MACK	2035 WHITLAND DR CLARKSVILLE TN 37043 931-553-3220	801 ALFRED THUN RD CLARKSVILLE TN 37040 9319209074
33. DEBBIE MCCLINTOCK	2133 SEVEN MILE FERRY RD CLARKSVILLE TN 37040 931 647 3448	TN
34. VIRGINIA MCLESKEY	268 KATLHEEN CT CLARKSVILLE TN 37043 931-206-1842	1820 MADISON ST STE C CLARKSVILLE TN 37043 931-503-1444
35. TRAVIS MEEKS	3555 WYLIE POWERS RD PALMYRA TN 37142 931-624-3756	137 FRANKLIN STREET CLARKSVILLE TN 37040 931 645 3888
36. NICOLE MILAN	744 CAVALIER DR CLARKSVILLE TN 37040 931-255-0797	
37. MELODY NALLEY	213 CULLOM WAY CLARKSVILLE TN 37043 931 624 1984	185 HWY 176 CLARKSVILLE TN 37043 931 552 7555
38. ANNA NOSHCHENKO	2783 ANN DR CLARKSVILLE TN 37040 931 338 0196	
39. JOY PATERSON	3707 CINDY JO DR S CLARKSVILLE TN 37040 931-338-3294	1 PUBLIC SQUARE CLARKRANGE TN 37040 9312214320

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

Notaries to be elected October 11, 2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
40. CHERYL H POFF	227 E MEADOW CIRCLE CLARKSVILLE TN 37043 931 624 7963	185 HWY 76 CLARKSVILLE TN 37043 931 552 7555
41. SARA M PRICE	3118 WESTCHESTER DR CLARKSVILLE TN 37043 931 801 2465	160 INDUSTRIAL DR CLARKSVILLE TN 37040 931 553 0722
42. CHANTA PRICE	1985 NEEDMORE RD 6204 CLARKSVILLE TN 37042 909-361-1285	
43. MILAGROS M QUINONES- JUARBE	817 LEIGH ANN DR CLARKSVILLE TN 37042 931 494 8678	
44. KRISTIE REGULI	311 WILLIAMS RD BIG ROCK TN 37023 931 561 3427	1725 C WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 266 0236
45. SARAH RIKE	1295 BRIGADE DR CLARKSVILLE TN 37043 951 442 1720	710 N 2ND ST CLARKSVILLE TN 37040 931 647 6311
46. JOSE M RIVERA	1369 MAN O WAR CT CLARKSVILLE TN 37042 931 272 6200	
47. T. L. RUBIO	669 WOLFCHASE DR CLARKSVILLE TN 37042 901 647 7267	
48. REBECCA ANNE RYE	3476 EASTWOOD DR CLARKSVILLE TN 37043 931-801-2110	324 FRANKLIN ST CLARKSVILLE TN 37040 931-552-7474
49. DANIELA SALINAS WHITTEMORE	3040 33RD ST UNIT G FORT CAMPBELL KY 42223 209 518 2875	1 PUBLIC SQ CLARKSVILLE TN 37040 931 221 4320
50. DARLENE J SANDWICK	2265 BLAKEMORE DR CLARKSVILLE TN 37040 517-304-8656	106 ADKISSON ST ASHLAND CITY TN 37015 615-418-2403
51. JAMES L SHELLEY	429 CRANKLEN CIRCLE CLARKSVILLE TN 37042 615 337 0017	1925 A FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931 645 3111
52. PATRICIA G SHEPPARD	998 GRATTON RD CLARKSVILLE TN 37043 931-216-7781	2681 TOWNSEND CT CLARKSVILLE TN 37043 931-905-0050



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

Notaries to be elected October 11, 2021

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
53. DENISE SICKEL	3645 LAKE RD WOODLAWN TN 37191 931 801 6603	146 CUNNINGHAM LN CLARKSVILLE TN 37042 931 648 5655
54. JAMIE THOMAS	204 HERMITAGE RD CLARKSVILLE TN 37042 931 802 3819	
55. KAYLA WATSON	1205 ASHRIDGE DR UNIT E CLARKSVILLE TN 37042 270 804 1106	145 DOVER CROSSING RD CLARKSVILLE TN 37042 931 431 6124
56. MAXIMILIANO WILLIAMS	59 GRASSMIRE DRIVE CLARKSVILLE TN 37042 931 218 5397	2250 WILMA RUDOLPH BLVD STE F CLARKSVILLE TN 37040 931 218 5662
57. DEBORAH K WRIGHT	3201 FLINT RIDGE RD PALMYRA TN 37142 931-326-5609	1379 ASHLAND CITY RD CLARKSVILLE TN 37040 931-647-7966

## **NOMINATING COMMITTEE**

October 11, 2021

### **DELINQUENT TAX SALES & RELEASE**

\_\_\_\_\_ nominated to replace Commissioner Rickey Ray for a two-year term to expire October 2023.

\_\_\_\_\_ nominated to replace Commissioner Walker Woodruff for a two-year term to expire October 2023.

\_\_\_\_\_ nominated to replace Commissioner Carmelle Chandler for a two-year term to expire October 2023.

### **BOARD OF HEALTH**

Amy Conner Black (registered nurse position) is nominated to serve another four-year term to expire October 2025.

### **BEER BOARD**

\_\_\_\_\_ nominated to fill the unexpired term of Jason Knight with term to expire July 2024.

### **COMMITTEE ON INVESTMENT**

\_\_\_\_\_ nominated to fill the unexpired term of Jason Knight with term to expire September 2023.

## **COUNTY MAYOR NOMINATIONS**

October 11, 2021

### **ANIMAL CARE & CONTROL COMMITTEE**

Commissioner Tangi Smith nominated to fill the unexpired term of Jason Knight with term to expire January 2022.

### **LIBRARY BOARD**

Commissioner Chris Rasnic nominated to fill the unexpired term of Jason Knight with term to expire July 2023.

---

## **COUNTY MAYOR APPOINTMENTS**

### **SPORTS AUTHORITY**

Bradley Jackson reappointed for a six-year term to expire October 2027.

Bob Yates reappointed for a six-year term to expire October 2027.



**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

RS

**DATE:** October 1, 2021

**SUBJ:** September 2021 ADEQUATE FACILITIES TAX REPORT

---

The total number of receipts issued in September 2021 is as follows: City 145 and County 63 for a total of 263.

There were 145 receipts issued on single-family dwellings, 8 receipts issued on multi-family dwellings with a total of 63 units, 45 receipts issued on condominiums with a total of 45 units, 0 receipts issued on townhouses. There was 1 exemption receipt issued.

The total taxes received for September 2021 was \$153,500.00

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

Total Adequate Facilities Tax Revenue for September 2021 was \$153,500.00

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

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	648
	County:	128
	Total:	776

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

TOTAL TAXES RECEIVED:	\$396,000.00
-----------------------	--------------

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	19	19
SINGLE-FAMILY DWELLINGS:	344	176	519
MULTI-FAMILY DWELLINGS (46 Receipts):	435	0	435
CONDOMINIUMS: (63 Receipts)	61	2	63
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

350 Pageant Lane Suite 309  
Clarksville, TN 37040

Fax  
931-553-5121

**Memorandum**

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

---

The number of permits issued in September 2021 is as follows: Building Permits 112, Grading Permits 5, Mechanical Permits 64, and Plumbing Permits 20 for a total of 201 permits.

The total cost of construction was \$122,408,343.00. The revenue is as follows: Building Permits \$275,592.90, Grading Permits \$7,421.50, Plumbing Permits \$1,900.00, Mechanical Permits: \$5,300.00 Plans Review \$25,610.00, BZA \$250.00, Re-Inspections \$900.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in September 2021 was \$316,974.40.

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

NUMBER OF SINGLE FAMILY PERMITS:	176
COST OF CONSTRUCTION:	\$170,371,981.00
NUMBER OF BUILDING PERMITS:	386
NUMBER OF PLUMBING PERMITS:	69
NUMBER OF MECHANICAL PERMITS:	213
NUMBER OF GRADING PERMITS:	12
BUILDING PERMITS REVENUE:	\$427,872.60
PLUMBING PERMIT REVENUE:	\$6,800.00
MECHANICAL PERMIT REVENUE:	\$22,100.00
GRADING PERMIT REVENUE:	\$11,639.50
RENEWAL FEES:	\$550.00
PLANS REVIEW FEES:	\$40,081.00
BZA FEES:	\$500.00
RE-INSPECTION FEES:	\$2,800.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$50.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$511,793.10

**SEPTEMBER 2021 GROUND WATER PROTECTION**

The number of septic applications received for September 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:	\$511,793.10
RS/bf	

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