

**CITIZENS TO ADDRESS THE COMMISSION**

**CALL TO ORDER** – Mayor Durrett

**PRESENTATION**

**PUBLIC HEARING ZONING RESOLUTIONS**

**CZ-33-2021**                      Application of Jolie Bunks GP from R-1 to R-4

**CZ-34-2021**                      Application of James Black from AG to C-1

**CZ-35-2021**                      Application of Evan Ellis from AG to E-1

**CLOSE PUBLIC HEARING**

**RESOLUTIONS**

- 22-1-1\***                      Resolution of the Montgomery County Board of Commissioners Appropriating Funds for the Construction of Kirkwood High School
- 22-1-2\***                      Resolution Amending the Budget of the Montgomery County Election Commission for the Purchase of Additional Voting Equipment, Supplies, and Payroll to Accommodate Additional Voting Precincts
- 22-1-3\***                      Resolution Amending the Budget of the Montgomery County Facilities & Maintenance Department to Appropriate Funds from the Sale of Equipment for the Purpose of Purchasing Tools and Equipment and Renovating Current Office Space
- 22-1-4\***                      Resolution Amending the Budget of the Montgomery County Juvenile Court in Order to Hire Four (4) Additional Youth Service Officer Positions
- 22-1-5\***                      Resolution Amending the Budget of the Montgomery County Circuit Court Clerk's Office – Juvenile Division to Hire One (1) Deputy Clerk I
- 22-1-6\***                      Resolution Amending the Budget of the Montgomery County Animal Care & Control Requesting One (1) New Full-Time Animal Control Officer Position and the Change of Two (2) Part-Time Animal Care Technicians to Two (2) Full-Time Positions
- 22-1-7\***                      Resolution to Approve Lease Agreement for Operation of a Café at Veteran's Plaza by Progressive Directions, Inc.
- 22-1-8\***                      Resolution Authorizing the Issuance of General Obligation Refunding Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount Not to Exceed \$31,975,000 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

**\* 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.*

**NEW BUSINESS**

**REPORTS FOR APPROVAL**

1. \* Commission Minutes dated December 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. TN State Comptroller's Letter on Refunding, Plan and Report
2. Building & Codes Monthly Reports

**ANNOUNCEMENTS**

1. Reminder of the Annual Broom Ball event coming up at the Downtown Commons Ice Rink on Thursday, January 6 at 6:30 where MoCo Mayor vs Ft C General.
2. Reminder of the Mayors' Power Breakfast on January 11, 2022 (7:30 am) at the Wilma Rudolph Event Center. If you have responded to attend your name will be on the Chamber's list of attendees for the County's tables.

**ADJOURN**

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
JOLIE BUNKS GP**

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 Jolie Bunks GP and

WHEREAS, said property is identified as County Tax Map 081, parcel 129.00, containing 1.26 acres, situated in Civil District 13, located Property fronting on the west right of way margin of Excell Rd., 450 +/- feet south of the Excell Rd. & Old Excell Rd. intersection.; and

WHEREAS, said property is described as follows:

Beginning on an existing iron pin in the west right-of-way of Excell Road, said iron pin being 811 feet south of the center line of Highway 41-A; thence with Excell Road South 06 degrees 13 minutes 29 seconds East 40.07 feet to an iron pin; thence South 09 degrees 00 minutes 00 seconds East 158.01 feet to iron pin; thence leaving said road South 84 degrees 12 minutes 47 seconds West 283.09 feet to an iron pin; thence North 00 degrees 30 minutes 37 seconds West 161.50 feet to an iron pin; thence North 00 degrees 09 minutes 19 seconds West 50.01 feet to an iron pin; thence North 87 degrees 05 minutes 06 seconds East 254.49 feet to the point of beginning containing 1.25 acres more or less.

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 10th day of January, 2022, that the zone classification of the property of Jolie Bunks GP from R-1 to R-4 is hereby approved.

Duly passed and approved this 10th day of January, 2022.

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

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

County Mayor

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
JAMES BLACK**

WHEREAS, an application for a zone change from AG Agricultural District to C-1 Neighborhood

Commercial District has been submitted by James Black and

WHEREAS, said property is identified as County Tax Map 142, parcel 087.01, containing 1.2 +/- acres, situated in Civil District 13, located Property fronting on the south right of way margin of SR Highway 13, 300 +/- feet west of the SR Highway 13 & Baggett Hollow Rd. intersection.; and

WHEREAS, said property is described as follows:

Beginning at an existing iron pin in the south margin of State Highway 13, said iron pin being the northeast corner of the Michael R. & Brianna Keen Dial Property (Volume 1907, Page 1192); thence along margin of said road North 71 Degrees 49 Minutes 07 Seconds East 50.99 feet to a point; thence leaving margin of said road South 13 Degrees 54 Minutes 11 Seconds East 200.56 feet to a point; North 71 Degrees 49 Minutes 07 Seconds East 150.00 feet to a point; thence South 11 Degrees 20 Minutes 23 Seconds East 85.82 feet to a point; thence South 71 Degrees 57 Minutes 46 Seconds West 355.52 feet to a point; thence North 09 Degrees 18 Minutes 57 Seconds West 85.89 feet to a point; thence South 73 Degrees 07 Minutes 37 Seconds West 12.05 feet to a point; thence North 17 Degrees 08 Minutes 03 Seconds West 64.72 feet to a point; thence North 72 Degrees 04 Minutes 18 Seconds East 176.76 feet to a point; thence North 17 Degrees 55 Minutes 59 Seconds West 135.25 feet to the point of beginning and containing an area of 1.16 acres.

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 10th day of January, 2022, that the zone classification of the property of James Black from AG to C-1 is hereby approved.

Duly passed and approved this 10th day of January, 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  
EVAN ELLIS**

WHEREAS, an application for a zone change from AG Agricultural District to E-1 Single-Family Estate District has been submitted by Evan Ellis and

WHEREAS, said property is identified as County Tax Map 120, parcel 009.01, containing 1.03 acres, situated in Civil District 13, located Property fronting on the north right of way margin of Harris Cir., 570 +/- feet east of the Harris Cir. & Benton Ridge Rd. intersection. ; and

WHEREAS, said property is described as follows:

Beginning at a new iron pin in the north right-of-way line of Harris Circle, said pin being located North 84 Degrees 00 Minutes 04 Seconds East 359.15 feet from the centerline intersection of Benton Ridge Road and Harris Circle; thence leaving said right-of-way line along the Moore Property (recorded in volume 1492, page 2666) North 05 Degrees 49 Minutes 19 Seconds East 188.15 feet to a new iron pin, said iron pin being located in the south right-of-way line of Highway 149; thence along said right-of-way line for the next two calls as follows: South 83 Degrees 34 Minutes 23 Seconds East 336.09 feet to a new iron pin; thence South 07 Degrees 45 Minutes 17 Seconds East 72.22 feet to a concrete monument, said monument being located in the north right-of-way line of Harris Circle; thence along said right-of-way line South 77 Degrees 52 Minutes 01 Seconds West 371.10 feet to the point of beginning containing an area of 1.03 acres

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 10th day of January, 2021, that the zone classification of the property of Evan Ellis from AG to E-1 is hereby approved.

Duly passed and approved this 10th day of January, 2021.

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

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

County Mayor

## COUNTY ZONING ACTIONS

The following case(s) will be considered for final action at the formal session of the Board of County Commissioners meeting on: **Monday, January 10, 2022**. The public hearing will be held on: **Monday, January 3, 2022**.

CASE NUMBER: CZ-33-2021

Applicant: Jolie Bunks GP

Agent: Stanley Ross

Location: Property fronting on the west right of way margin of Excell Rd., 450 +/- feet south of the Excell Rd. & Old Excell 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-34-2021

Applicant: James Black

Agent: Weakley Brothers Montgomery Turner, Sr.

Location: Property fronting on the south right of way margin of SR Highway 13, 300 +/- feet west of the SR Highway 13 & Baggett Hollow Rd. intersection.

Request: AG Agricultural District to  
C-1 Neighborhood Commercial District.

County Commission District: 6

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

\*\*\*\*\*

CASE NUMBER: CZ-35-2021

Applicant: Evan Ellis

Location: Property fronting on the north right of way margin of Harris Cir., 570 +/- feet east of the Harris Cir. & Benton Ridge Rd. intersection.

Request: AG Agricultural District to  
E-1 Single-Family Estate District

County Commission District: 6

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

\*\*\*\*\*

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE** 12/28/2021

**CASE NUMBER:** CZ - 33 -2021

**NAME OF APPLICANT:**Jolie Bunks GP

**AGENT:** Stanley Ross

---

**GENERAL INFORMATION**

**TAX PLAT:** 081

**PARCEL(S):** 129.00

**ACREAGE TO BE REZONED:** 1.26

**PRESENT ZONING:** R-1

**PROPOSED ZONING:** R-4

**EXTENSION OF ZONING**

**CLASSIFICATION:** YES

**PROPERTY LOCATION:** Property fronting on the west right of way margin of Excell Rd., 450 +/- feet south of the Excell Rd. & Old Excell Rd. intersection.

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 15

**CIVIL DISTRICT:** 11

**DESCRIPTION OF PROPERTY:**

**APPLICANT'S STATEMENT** To extend existing R-4 zoning from the south in order to build a similar multi-family  
**FOR PROPOSED USE:** 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:

May require a sewer extension.

#### 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: 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 102% capacity, and currently has 1 portable classroom. Richview Middle is at 94% 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** Increased residential density.  
**SURROUNDING DEVELOPMENT:**

**INFRASTRUCTURE:**

**WATER SOURCE:** CITY

**SEWER SOURCE:** CITY

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

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**15**

**POPULATION:**

**40**

**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 R-4 zoning request is an extension of the existing R-4 zoning district to the south & east.
- 3.** It is encouraged to have areas of increased residential density in proximity to good & services in addition it is also encouraged to maintain a desirable mixture of housing types throughout the community.
- 4.** Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.

**5.**



**CZ-33-2021**

**APPLICANT:**

JOLIE BUNKS GP

**REQUEST:**

**R-1**

**TO**

**R-4**


**MAP & PARCEL**


081 12900

**ACRES +/-**  
1.26

Scale: 1:5,000



 **CZ-33-2021**

 **Parcels**  
**ZONING**

12/28/2021



**CZ-33-2021**

**APPLICANT:**

JOLIE BUNKS GP

**REQUEST:**

**R-1**

**TO**

**R-4**

**MAP & PARCEL**

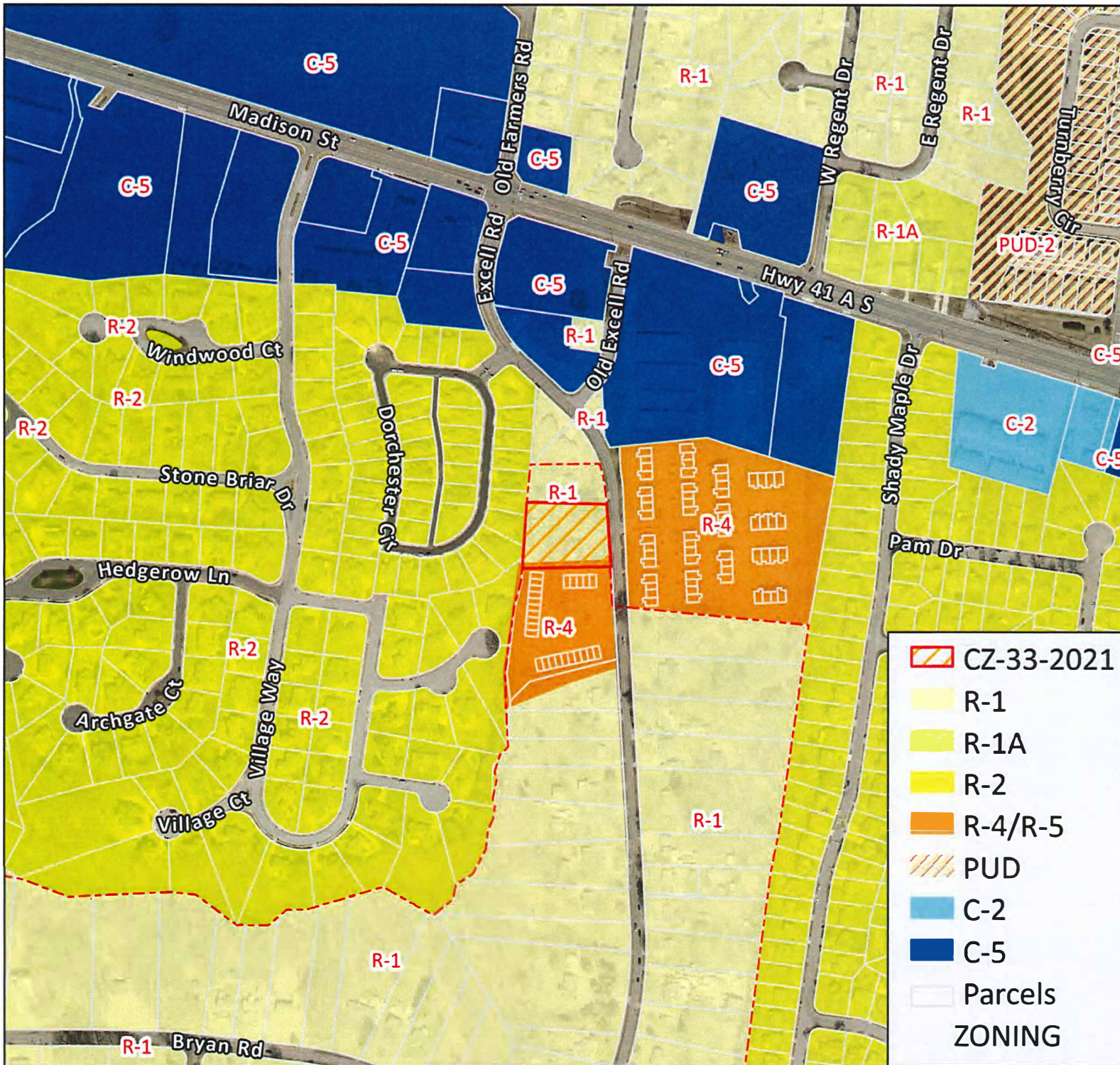
081 12900

**ACRES +/-**  
1.26

Scale: 1:2,000



12/28/2021



**CZ-33-2021**

**APPLICANT:**

JOLIE BUNKS GP

**REQUEST:**

**R-1**

**TO**

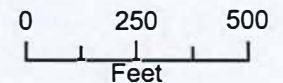
**R-4**

**MAP & PARCEL**

081 12900

**ACRES +/-**  
1.26

Scale: 1:5,000



12/28/2021

**CASE NUMBER:** CZ 33 2021 **MEETING DATE** 12/28/2021

**APPLICANT:** Jolie Bunks GP

**PRESENT ZONING** R-1

**PROPOSED ZONING** R-4

**TAX PLAT #** 081

**PARCEL** 129.00

**GEN. LOCATION** Property fronting on the west right of way margin of Excell Rd., 450 +/- feet south of the Excell Rd. & Old Excell Rd. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 4:30 P.M. on 12/27/2021 (A.L.)

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 12/28/2021

**CASE NUMBER:** CZ - 34 - 2021

**NAME OF APPLICANT:**James Black

**AGENT:** Weakley Brothers

Montgomery Turner, Sr.

---

**GENERAL INFORMATION**

**TAX PLAT:** 142

**PARCEL(S):** 087.01

**ACREAGE TO BE REZONED:** 1.2 +/-

**PRESENT ZONING:** AG

**PROPOSED ZONING:** C-1

**EXTENSION OF ZONING**

**CLASSIFICATION:** YES

**PROPERTY LOCATION:** Property fronting on the south right of way margin of SR Highway 13, 300 +/- feet west of the SR Highway 13 & Baggett Hollow Rd. intersection.

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 6

**CIVIL DISTRICT:** 20

**DESCRIPTION OF PROPERTY:**

**APPLICANT'S STATEMENT** Extend the existing C-1 zoning to accomodate a new Dollar General  
**FOR PROPOSED USE:**

**GROWTH PLAN AREA:** RA

**PLANNING AREA:** Cumberland

**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 Comment(s) Received

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

Traffic Assessment submitted and reviewed by the Montgomery County Highway Dept.

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

Comments received from department and they had no concerns.

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

No Comment(s) Received

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

Comments received from department and they had no concerns.

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

No Comment(s) Received

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

Comments received from department and they had no concerns.

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

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

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

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

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

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

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

**INFRASTRUCTURE:**

**WATER SOURCE:** CUNNINGHAM UD

**SEWER SOURCE:** SEPTIC

**STREET/ROAD ACCESSIBILITY:** SR Highway 13

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES   HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**POPULATION:**

**APPLICABLE LAND USE PLAN**

Cumberland Planning Area: Least densely populated planning area in Montgomery County. The area has some of the roughest terrain in Montgomery County. Lower Density residential is anticipated due to the lack of public sewer

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

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The C-1 zoning request is an extension of the existing C-1 zoning district to the north & east.
3. The proposed request will meet the future development plan & is at a location of a former retail establishment.
4. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.

5.



**CZ-34-2021**

**APPLICANT:**

JAMES BLACK

**REQUEST:**

**AG**

**TO**

**C-1**


**MAP & PARCEL**


142 08701

**ACRES +/-**  
1.16

Scale: 1:5,000



 **CZ-34-2021**

 **Parcels**

**ZONING**

12/28/2021



**CZ-34-2021**

**APPLICANT:**

JAMES BLACK

**REQUEST:**

**AG**

**TO**

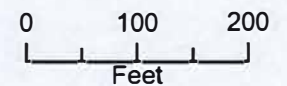
**C-1**


**MAP & PARCEL**

142 08701

**ACRES +/-**  
1.16

Scale: 1:2,000



 **CZ-34-2021**

 **Parcels**  
**ZONING**

12/28/2021



**CZ-34-2021**

**APPLICANT:**

JAMES BLACK

**REQUEST:**

**AG**


**TO**

**C-1**

**MAP & PARCEL**

142 08701

**ACRES +/-**  
1.16

 CZ-34-2021

 AG

 RM-2

 C-1

 C-2

 Parcels

**ZONING**

Scale: 1:5,000

0 250 500  
Feet

12/28/2021

**CASE NUMBER:** CZ 34 2021 **MEETING DATE** 12/28/2021

**APPLICANT:** James Black

**PRESENT ZONING** AG

**PROPOSED ZONING** C-1

**TAX PLAT #** 142

**PARCEL** 087.01

**GEN. LOCATION** Property fronting on the south right of way margin of SR Highway 13, 300 +/- feet  
west of the SR Highway 13 & Baggett Hollow Rd. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 4:30 P.M. on 12/27/2021 (A.L.)

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 12/28/2021

**CASE NUMBER:** CZ - 35 - 2021

**NAME OF APPLICANT:**Evan Ellis

**AGENT:**

---

**GENERAL INFORMATION**

**TAX PLAT:** 120

**PARCEL(S):** 009.01

**ACREAGE TO BE REZONED:** 1.03

**PRESENT ZONING:** AG

**PROPOSED ZONING:** E-1

Agricultural

**EXTENSION OF ZONING**

**CLASSIFICATION:** NO

**PROPERTY LOCATION:** Property fronting on the north right of way margin of Harris Cir., 570 +/- feet east of the Harris Cir. & Benton Ridge Rd. intersection.

**CITY COUNCIL WARD:**

**COUNTY COMMISSION DISTRICT:** 6

**CIVIL DISTRICT:** 19

**DESCRIPTION OF PROPERTY:**

**APPLICANT'S STATEMENT** Due to the contours & lay of the land , I'm wanting to get the current acreage of the  
**FOR PROPOSED USE:** property to proper zoning. I will build a single family home for myself.

**GROWTH PLAN AREA:** RA

**PLANNING AREA:** Cumberland

**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 Comment(s) Received

#### **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:**

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

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

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

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

**INFRASTRUCTURE:**

**WATER SOURCE:** CUNNINGHAM UD

**SEWER SOURCE:** SEPTIC

**STREET/ROAD ACCESSIBILITY:** Harris Circle

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES   HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**1**

**POPULATION:**

**APPLICABLE LAND USE PLAN**

Cumberland Planning Area: Least densely populated planning area in Montgomery County. The area has some of the roughest terrain in Montgomery County. Lower Density residential is anticipated due to the lack of public sewer

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

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The E-1 Single Family Estate District request brings an existing non complaint tract into zoning compliance in order for the owner to construct a new single family home.
- 3.** Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.
- 4.**
- 5.**



**CZ-35-2021**

**APPLICANT:**

EVAN ELLIS

**REQUEST:**

**AG**

**TO**

**E-1**

**MAP & PARCEL**

120 00901

**ACRES +/-**  
1.03

Scale: 1:5,000



12/28/2021



**CZ-35-2021**

**APPLICANT:**

EVAN ELLIS

**REQUEST:**

**AG**

**TO**

**E-1**

**MAP & PARCEL**


120 00901

**ACRES +/-**  
1.03

Scale: 1:2,000



0 100 200  
Feet

 CZ-35-2021

 Parcels  
**ZONING**

12/28/2021



**CZ-35-2021**

**APPLICANT:**

EVAN ELLIS

**REQUEST:**

**AG**


**TO**

**E-1**

**MAP & PARCEL**

120 00901

**ACRES +/-**  
1.03

 CZ-35-2021

 AG

 E-1A

 C-2

 Parcels

**ZONING**

Scale: 1:5,000



12/28/2021

**CASE NUMBER:** CZ 35 2021 **MEETING DATE** 12/28/2021

**APPLICANT:** Evan Ellis

**PRESENT ZONING** AG

**PROPOSED ZONING** E-1

**TAX PLAT #** 120

**PARCEL** 009.01

**GEN. LOCATION** Property fronting on the north right of way margin of Harris Cir., 570 +/- feet east of the Harris Cir. & Benton Ridge Rd. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

12-27-2021- B.J. Jackson -3256 Harris Circle- In favor of zone change.

12-27-2021- Bryan Cogdill- 3039 Harris Cirle- In favor of zone change.

12-27-2021- Maryland Garrett- 4160 Hargrove Marable rRd.- In favor of zone change.

12-27-2021- Mike Poston- Cannon Hills Rd. - In favor of zone change.

**RESOLUTION OF THE MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS APPROPRIATING FUNDS FOR  
THE CONSTRUCTION OF KIRKWOOD HIGH SCHOOL**

**WHEREAS**, the Board of Commissioners approved Resolution 20-9-16 authorizing the Execution of a Purchase Agreement and Interlocal Agreement relating to the Acquisition of a Site to be Used for School Facilities and authorized Resolution #21-4-7, appropriating funds for an architect through the bidding phase for the Eighth Clarksville Montgomery County high school; and,

**WHEREAS**, the Board of Commissioners approved Resolution 21-11-5, and has now determined that it is appropriate to amend the Purchase Agreement to provide for, among other things, an acceleration of the closing date for the Developer's conveyance to the IDB, and the IDB's conveyance to the County, of certain property within the School Site designated for the construction of a high school, as well as certain adjustments to the purchase price of a portion of the School Site resulting from additional costs incurred or expected to be incurred by the Developer for rock removal and sinkhole remediation; and,

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

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

**WHEREAS**, commencing the construction of this school on the Kirkwood campus site is essential in addressing the overcrowding conditions as the combined capacity of the seven existing high schools is at 91% and to be completed by the fall of 2023; and,

**WHEREAS**, funds are now needed to proceed with the awarding of the construction contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10th day of January 2022 that the sum of \$91,299,748.00 be and the same is hereby appropriated to the School Capital Project Fund for the construction of Kirkwood High School, located on the Kirkwood campus site.

**BE IT FURTHER RESOLVED** that this appropriation be funded from the Montgomery County, Tennessee General Obligation School And Public Improvement Bonds, Series 2021,

**BE IT FURTHER RESOLVED** that the Director of Schools shall file quarterly reports with the Board of Commissioners to include detailed expenditures by object code and a report indicating the progress of work. The progress report shall include the percent of work completed by major component and the amount paid to the contractor including retainage. Upon project completion or the expiration of the warranty, whichever comes first, a detailed closeout report by object code shall be provided within thirty (30) days to the Board of Commissioners.

Duly passed and approved this 10th day of January 2022.

Sponsor Angela M. Huff

Commissioner James H. Hester

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

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

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY  
ELECTION COMMISSION FOR THE PURCHASE OF ADDITIONAL VOTING  
EQUIPMENT, SUPPLIES AND PAYROLL TO ACCOMMODATE ADDITIONAL  
VOTING PRECINCTS**

**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, following the completion of the 2020 census county redistricting process, is required by Tennessee Code Annotated §2-3-103 and by Tennessee Code Annotated §3-1-102(g) governing the establishment and composition of state senatorial districts, to establish 10 additional voting precincts; and

**WHEREAS**, also based on the growth seen by our county in the last 10 years, the Montgomery County Election Commission will establish an additional early voting location beginning in July of 2022; 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 \$147,100 to cover the costs of establishing these additional voting locations.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 10<sup>th</sup> day of January 2022, that the Montgomery County Election Commission’s Fiscal Year 2022 operating budget is hereby amended as follows:

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101-51500-00000-51-51930	Election Workers	\$ 14,800.00
101-51500-00000-51-54399	Other Contracted Services	\$ 2,000.00
101-51500-00000-51-54999	Other Supplies & Materials	\$ 13,000.00
101-51500-00000-51-57090	Data Processing Equipment	\$ 70,500.00
101-51500-00000-51-57310	Voting Machines	<u>\$ 46,800.00</u>
<b>TOTAL FUNDING NEEDED</b>		<b>\$147,100.00</b>

Duly approved this 10<sup>th</sup> day of January 2022.

Sponsor Elizabeth Black

Commissioner [Signature]

Approved [Signature]  
County Mayor

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

**RESOLUTION AMENDING THE BUDGET OF MONTGOMERY COUNTY FACILITIES & MAINTENANCE DEPARTMENT TO APPROPRIATE FUNDS FROM THE SALE OF EQUIPMENT FOR THE PURPOSE OF PURCHASING TOOLS AND EQUIPMENT AND RENOVATING CURRENT OFFICE SPACE**

**WHEREAS**, the Montgomery County Facilities & Maintenance Department is tasked with operating and maintaining over 500,000 square feet of occupied space throughout Montgomery County; and

**WHEREAS**, the Montgomery County Facilities & Maintenance Department recently sold equipment that was no longer of use or in service for the County; and

**WHEREAS**, the proceeds from the sale of this equipment totaled nineteen thousand two hundred dollars (\$19,200); and

**WHEREAS**, it is the desire of the Montgomery County Facilities & Maintenance Department to use these proceeds towards the purchase of tools and equipment necessary to perform the duties of their jobs as well as appropriate funding that will be used towards the renovation of their current office space; 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.”

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 10<sup>th</sup> day of January 2022 that the Montgomery County Facilities & Maintenance Department’s Fiscal Year 2022 operating budget is hereby amended as follows in the amount of nineteen thousand two hundred dollars (\$19,200) for the purchase of tools and equipment for their department and the renovation of the Facilities & Maintenance department’s office space.

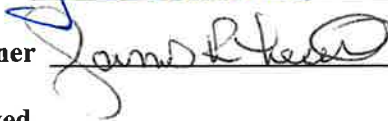
<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101-00000-00000-00-44530	Sale of Equipment	(\$ 19,200.00)
101-51810-00000-00-54460	Small Tools	\$ 5,000.00
101-51810-00000-00-57070	Building Improvements	\$ 14,200.00

**Duly passed and approved this 10<sup>th</sup> day of January 2022.**

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY  
JUVENILE COURT IN ORDER TO HIRE FOUR (4) ADDITIONAL  
YOUTH SERVICE OFFICER POSITIONS**

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

**WHEREAS**, the Montgomery County Juvenile Court has experienced a significant increase in the number of juvenile court cases during the previous fiscal year as well as the current fiscal year; and

**WHEREAS**, the current caseload Juvenile Court has is beyond the capacity that the current staff can accommodate; and

**WHEREAS**, based on the current workload in Juvenile Court, it has been determined that four (4) additional Youth Services Officers positions are needed to help alleviate this staffing shortfall; and

**WHEREAS**, the cost to add these positions to the Montgomery County Juvenile Court budget from January through June of the current fiscal year is one hundred thirty-five thousand two hundred seven dollars (\$135,207) for salaries and benefits as well as operating and capital outlay needs; 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.”

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 10<sup>th</sup> day of January 2022 that the Montgomery County Juvenile Court’s Fiscal Year 2022 budget is hereby amended as follows to provide for four (4) additional Youth Services Officers:

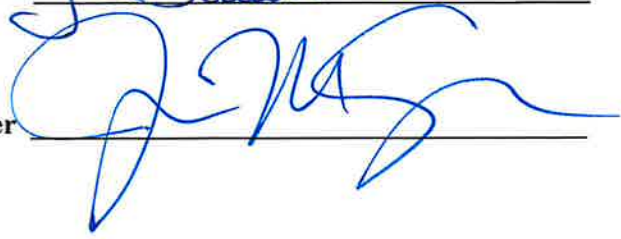
<b>ACCOUNT NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
101-53500-00000-53-51120	Youth Services Officer(s)	\$ 76,061.00
101-53500-00000-53-52010	Social Security	\$ 4,716.00
101-53500-00000-53-52040	State Retirement	\$ 5,325.00
101-53500-00000-53-52060	Life Insurance	\$ 92.00
101-53500-00000-53-52070	Medical Insurance	\$ 31,688.00
101-53500-00000-53-52120	Employer Medicare	\$ 1,103.00
101-53500-00000-53-52170	Retirement-Stabilization Rate	\$ 1,522.00
101-53500-00000-53-53070	Communication	\$ 1,200.00
101-53500-00000-53-57110	Furniture & Fixtures	\$ 7,500.00
101-52600-00000-52-57080	Communication Equipment	\$ 750.00
101-52600-00000-52-57090	Data Processing Equipment	\$ 5,250.00
	<b>TOTAL COST</b>	<b>\$135,207.00</b>

**Duly passed and approved this 10<sup>th</sup> day of January 2022.**

**Sponsor**



**Commissioner**



**Approved**

**County Mayor**

**Attested**

**County Clerk**

## Montgomery County FY20-21 Personnel Request

<i><b>Position Title/Description</b></i>		<b>#Pos</b>	<b>FTE</b>	<b>Pay Schedule/ Grade</b>	<b>Hourly Salary</b>	<b>Overtime Rate</b>	<b>FY 20-21 dollars YRLY</b>
<b>Title</b>	Juvenile--Youth Service Officer (January - June)	4	4	D-1	\$21.61		\$76,060.76
<b>Summary of Job Duties</b>	This position is responsible for those requirements under TCA 37-1-106. This position handles intake duties including receiving and examining complaints and allegations of delinquency and unruly behavior for the purpose of making referrals for the proper resources for the child. The position includes counseling, record keeping and transmitting information as required for the Judge's orders. Scheduling Judge's dockets and appointing attorneys is a large portion of the position. The Youth Service Officer performs after hours on call duty for detention purposes. The Youth Service Officer facilitates and processes transfer hearings of a juvenile to adult status along with requesting mental Status exams. This position adheres to County Government Policy and Procedures. This position requires the use of good judgement to make critical independent decisions on juveniles and families during probation and intake appointments. This position requires a BS degree from a regionally or nationally accredited college or university with studies in Criminal Justice, Sociology, Psychology, Social Work or related area.						
<b>Reason for Request</b>	The TCA code speaks of population of 20,000 and above to have 1 Youth Service Officer. Our population continues to grow. The complexity of our cases has grown and the time with each child/family takes longer. Presently there are 4 Youth Service Officers. 1 Covers 5 days of court for Dependent/Neglect and the other 3 cover 4 other days of court between 3 Judges. They are spending approximately 8 hours of overtime to keep up with the volume of cases and orders. They are exempt. With two more YSO positions, they could rotate court days and do the orders in a timely manner during work hours and not in the evenings or weekends. This would also help with the emergency on call time after hours also. We have an increase in phone calls also from families in the community that need guidance and help with their children. We have doubled in the crisis with runaway children and this position could be the contact for helping work to get a child back to their state. We have doubled with children talking about suicide. 1/1/20-12/31/20 new cases 3597. 1/1/21-12/6/21 new cases 4267. Our numbers will be higher than the clerks due to handling several incidents under a case number. A YSO meets with every child in person to go over their statements of rights on a delinquent and unruly. 1/1/19-12/31/19 <b>1,174</b> . 1/1/20-12/31/20 <b>869</b> . 1/1/21-12/6/21 <b>1,622</b> . We need help. I have cross-trained everyone and need more help.						

TOTAL PERSONNEL SERVICES			\$76,060.76
<b>Fringe Budget</b>	<b>Acct . ObjCode-Prgrm</b>	<b>Description</b>	<b>FY 20-21 dollars</b>
Social Security @ 6.20% of total personal services	101-53500-00000-53-52010	Social Security	\$4,715.77
SS Medicare @ 1.45% of total personal services	101-53500-00000-53-52120	Employer Medicare	\$1,102.88
TCRS Retirement @ 7.0% of personal services	101-53500-00000-53-52040	State Retirement	\$5,324.25
Health - Blue Cross Blue Shield of Tennessee	101-53500-00000-53-52070	Medical Insurance	\$31,687.48
Life Insurance @ \$49.92/yr/emp per employee	101-53500-00000-53-52060	Life Insurance	\$91.52
Retirement-Stabilization Rate	101-53500-00000-53-52170	Hybrid--Stabilization Rate	\$1,521.22
TOTAL FRINGE BENEFITS			\$44,443.12
TOTAL SALARY & BENEFITS			\$120,503.88
<b>Other Budget</b>	<b>Acct . ObjCode-Prgrm</b>	<b>Description</b>	<b>FY 20-21 dollars</b>
Phone Stipend	101-53500-00000-53-53070	Communication	\$ 1,200.00
TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS			\$ 1,200.00
<b>Capital Outlay</b>	<b>Acct . ObjCode-Prgrm</b>	<b>Description</b>	<b>FY 20-21 dollars</b>
Desk Phone	101-53500-00000-52-57080	Communication Equip..	\$ 750.00
Computer & Printer	101-52600-00000-52-57090	DP Equipment	\$ 5,250.00
Desk & Chair	101-53500-00000-53-57110	Furniture & Fixtures	\$ 7,500.00
TOTAL CAPITAL OUTLAY			\$ 13,500.00
TOTAL PERSONNEL, BENEFITS AND EQUIPMENT			\$ 135,203.88

## Montgomery County FY20-21 Personnel Request

Position Title/Description		#Pos	FTE	Pay Schedule/ Grade	Hourly Salary	Overtime Rate	FY 20-21 dollars YRLY
Title	Youth Service Officer(s)	4	4	D-1	\$21.61		\$179,779.99
Summary of Job Duties	This position is responsible for those requirements under TCA 37-1-106. This position handles intake duties including receiving and examining complaints and allegations of delinquency and unruly behavior for the purpose of making referrals for the proper resources for the child. The position includes counseling, record keeping and transmitting information as required for the Judge's orders. Scheduling Judge's dockets and appointing attorneys is a large portion of the position. The Youth Service Officer performs after hours on call duty for detention purposes. The Youth Service Officer facilitates and processes transfer hearings of a juvenile to adult status along with requesting mental Status exams. This position adheres to County Government Policy and Procedures. This position requires the use of good judgement to make critical independent decisions on juveniles and families during probation and intake appointments. This position requires a BS degree from a regionally or nationally accredited college or university with studies in Criminal Justice, Sociology, Psychology, Social Work or related area.						
Reason for Request	The TCA code speaks of population of 20,000 and above to have 1 Youth Service Officer. Our population continues to grow. The complexity of our cases has grown and the time with each child/family takes longer. Presently there are 4 Youth Service Officers. 1 Covers 5 days of court for Dependent/Neglect and the other 3 cover 4 other days of court between 3 Judges. They are spending approximately 8 hours of overtime to keep up with the volume of cases and orders. They are exempt. With two more YSO positions, they could rotate court days and do the orders in a timely manner during work hours and not in the evenings or weekends. This would also help with the emergency on call time after hours also. We have an increase in phone calls also from families in the community that need guidance and help with their children. We have doubled in the crisis with runaway children and this position could be the contact for helping work to get a child back to their state. We have doubled with children talking about suicide. 1/1/20-12/31/20 new cases 3597. 1/1/21-12/6/21 new cases 4267. Our numbers will be higher than the clerks due to handling several incidents under a case number. A YSO meets with every child in person to go over their statements of rights on a delinquent and unruly. 1/1/19-12/31/19 <b>1,174</b> . 1/1/20-12/31/20 <b>869</b> . 1/1/21-12/6/21 <b>1,622</b> . We need help. I have cross-trained everyone and need more help.						
TOTAL PERSONNEL SERVICES							<b>\$179,779.99</b>
<b>Fringe Budget</b>		<b>Acct . ObjCode-Prgm</b>		<b>Description</b>		<b>FY 20-21 dollars</b>	
Social Security @ 6.20% of total personal services		101-53500-00000-53-52010		Social Security		\$11,146.36	
SS Medicare @ 1.45% of total personal services		101-53500-00000-53-52120		Employer Medicare		\$2,606.81	
TCRS Retirement @ 7.0% of personal services		101-53500-00000-53-52040		State Retirement		\$12,584.60	
Health - Blue Cross Blue Shield of Tennessee		101-53500-00000-53-52070		Medical Insurance		\$34,568.16	
Life Insurance @ \$49.92/yr/emp per employee		101-53500-00000-53-52060		Life Insurance		\$99.84	
Retirement-Stabilization Rate		101-53500-00000-53-52170		Hybrid--Stabilization Rate		\$3,595.60	
TOTAL FRINGE BENEFITS							<b>\$64,601.37</b>
TOTAL SALARY & BENEFITS							<b>\$244,381.36</b>
<b>Other Budget</b>		<b>Acct . ObjCode-Prgm</b>		<b>Description</b>		<b>FY 20-21 dollars</b>	
Phone Stipend		101-53500-00000-53-53070		Communication		\$ 2,880.00	
TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS							<b>\$ 2,880.00</b>
<b>Capital Outlay</b>		<b>Acct . ObjCode-Prgm</b>		<b>Description</b>		<b>FY 20-21 dollars</b>	
Desk Phone		101-53500-00000-52-57080		Communication Equip.		\$ 750.00	
Computer & Printer		101-52600-00000-52-57090		DP Equipment		\$ 5,250.00	
Desk & Chair		101-53500-00000-53-57110		Furniture & Fixtures		\$ 7,500.00	
TOTAL CAPITAL OUTLAY							<b>\$ 13,500.00</b>
TOTAL PERSONNEL, BENEFITS AND EQUIPMENT							<b>\$ 260,761.36</b>

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY CIRCUIT  
COURT CLERK'S OFFICE – JUVENILE DIVISION TO HIRE  
ONE DEPUTY CLERK I**

**WHEREAS**, Montgomery County is one of the fastest growing communities in Tennessee and the Montgomery County Circuit Court Clerk's Office must continue to efficiently and effectively meet the needs of the citizens of Montgomery County; and

**WHEREAS**, the Montgomery County Circuit Court Clerk's Office has experienced a significant increase in the workflow with additional services needed for families and youth during the previous fiscal year as well as the current fiscal year; and

**WHEREAS**, with four (4) additional Youth Service Officers being added and providing more services to families and children, the workflow between our offices will continue to increase significantly; and

**WHEREAS**, the Circuit Court Clerk's Office is requesting one Deputy Clerk I to keep up with the workflow and all the additional filing on behalf of that office; and

**WHEREAS**, the cost to add the Deputy Clerk I to the Circuit Court budget from January thru June of the current fiscal year is twenty-five thousand seven hundred forty-seven dollars (\$25,747) for salary and benefits as well as operating and capital outlay needs; 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 majority of the members of the county legislative body."

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular sessions on this 10th day of January 2022 that the Montgomery County Circuit Court Clerk's Fiscal Year 2022 budget is hereby amended as follows to provide for a Deputy Clerk I:

<b>ACCOUNT NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
101-53100-00000-53-51060	Deputy's	\$13,544.00
101-53100-00000-53-52010	Social Security	\$ 840.00
101-53100-00000-53-52040	State Retirement	\$ 950.00
101-53100-00000-53-52060	Life Retirement	\$ 23.00
101-53100-00000-53-52070	Medical Insurance	\$ 7,922.00
101-53100-00000-53-52120	Employer Medicare	\$ 197.00
101-53100-00000-53-52170	Retirement-Stabilization Rate	\$ 271.00
101-53100-00000-53-57110	Furniture & Fixtures	\$ 250.00
101-53100-00000-53-57090	Data Processing Equipment	<u>\$ 1,750.00</u>
	<b>TOTAL COST</b>	<b>\$25,747.00</b>

**Duly passed and adopted this 10<sup>th</sup> day of January 2022.**

**Sponsor**



**Commissioner**



**Approved**

**County Mayor**

**Attest**

**County Clerk**

## Montgomery County FY20-21 Personnel Request

Position Title/Description		#Pos	FTE	Pay Schedule/Grade	Hourly Salary	Overtime Rate	FY 20-21 dollars YRLY
Title	Deputy Clerk I (Circuit Court)	1	1	I-1	\$15.39		\$13,543.20
Summary of Job Duties	Please see attachment						
Reason for Request	Juvenile Court - Youth Services & Probation are requesting two additional staff members (YSO's) due to the increase in services for families and youth. I am requesting one additional staff member to help with this additional workflow. Our offices work hand in hand daily coordinating everything involving the children of Montgomery County. These are very complex matters and take time and our Youth and Familes deserve the best we can give them.						
TOTAL PERSONNEL SERVICES							<b>\$13,543.20</b>
Fringe Budget		Acct . ObjCode-Pgrm			Description	FY 20-21 dollars	
Social Security @ 6.20% of total personal services		101-53100-00000-53-52010				\$839.68	
SS Medicare @ 1.45% of total personal services		101-53100-00000-53-52120				\$196.38	
TCRS Retirement @ 7.0% of personal services		101-53100-00000-53-52040				\$948.02	
Health - Blue Cross Blue Shield of Tennessee		101-53100-00000-53-52070				\$7,921.79	
Life Insurance @ \$49.92/yr/emp per employee		101-53100-00000-53-52060				\$22.88	
Retirement-Stabilization Rate @ 2%		101-53100-00000-53-52170				\$271.00	
TOTAL FRINGE BENEFITS							<b>\$10,199.75</b>
TOTAL SALARY & BENEFITS							<b>\$23,742.95</b>
Other Budget		Acct . ObjCode-Pgrm			Description	FY 20-21 dollars	
		TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS					\$ -
Capital Outlay		Acct . ObjCode-Pgrm			Description	FY 20-21 dollars	
Computer & Scanner		101-53100-00000-53-57090			DP Equipment	\$ 1,750.00	
Desk & Chair		101-53100-00000-53-57110			Furniture & Fixtures	\$ 250.00	
TOTAL CAPITAL OUTLAY							<b>\$ 2,000.00</b>
TOTAL PERSONNEL, BENEFITS AND EQUIPMENT							<b>\$ 25,742.95</b>

## Montgomery County FY20-21 Personnel Request

<i><b>Position Title/Description</b></i>		#Pos	FTE	Pay Schedule/ Grade	Hourly Salary	Overtime Rate	FY 20-21 dollars YRLY
Title	Deputy Clerk I (Circuit Court)	1	1	I-1	\$15.39		\$32,011.20
Summary of Job Duties	Please see attachment						
Reason for Request	Juvenile Court - Youth Services & Probation are requesting two additional staff members (YSO's) due to the increase in services for families and youth. I am requesting one additional staff member to help with this additional workflow. Our offices work hand in hand daily coordinating everything involving the children of Montgomery County. These are very complex matters and take time and our Youth and Families deserve the best we can give them.						
						TOTAL PERSONNEL SERVICES	<b>\$32,011.20</b>
<i><b>Fringe Budget</b></i>		<b>Acct . ObjCode-Pgrm</b>		<b>Description</b>		<b>FY 20-21 dollars</b>	
Social Security @ 6.20% of total personal services		101-53100-00000-53-52010				\$1,984.69	
SS Medicare @ 1.45% of total personal services		101-53100-00000-53-52120				\$464.16	
TCRS Retirement @ 7.0% of personal services		101-53100-00000-53-52040				\$2,240.78	
Health - Blue Cross Blue Shield of Tennessee		101-53100-00000-53-52070				\$17,284.08	
Life Insurance @ \$49.92/yr/emp per employee		101-53100-00000-53-52060				\$49.92	
Retirement-Stabilization Rate @ 2%		101-53100-00000-53-52170				\$640.22	
						TOTAL FRINGE BENEFITS	<b>\$22,663.86</b>
						TOTAL SALARY & BENEFITS	<b>\$54,675.06</b>
<i><b>Other Budget</b></i>		<b>Acct . ObjCode-Pgrm</b>		<b>Description</b>		<b>FY 20-21 dollars</b>	
		TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS				\$	-
<i><b>Capital Outlay</b></i>		<b>Acct . ObjCode-Pgrm</b>		<b>Description</b>		<b>FY 20-21 dollars</b>	
Computer & Scanner		101-53100-00000-53-57090		DP Equipment		\$	1,750.00
Desk & Chair		101-53100-00000-53-57110		Furniture & Fixtures		\$	250.00
TOTAL CAPITAL OUTLAY						\$	2,000.00
TOTAL PERSONNEL, BENEFITS AND EQUIPMENT						\$	56,675.06

**RESOLUTION AMENDING THE BUDGET OF MONTGOMERY COUNTY ANIMAL CARE & CONTROL REQUESTING ONE NEW FULL-TIME ANIMAL CONTROL OFFICER POSITION AND THE CHANGE OF TWO PART-TIME ANIMAL CARE TECHNICIANS INTO TWO (2) FULL-TIME POSITIONS**

**WHEREAS**, Montgomery County Animal Care & Control (MCACC) strives to provide excellent service to the citizens of Montgomery County; and

**WHEREAS**, MCACC continuously houses animals that have either been surrendered and/or are up for adoption; and

**WHEREAS**, MCACC must provide a safe and healthy environment for the employees of MCACC as well as the animals that are kept at the facility; and

**WHEREAS**, the continued increase in call volume and workload for MCACC's employees has created a need to request one (1) additional full-time Animal Control Officer position along with associated operating and capital outlay needs, and a request that two (2) part-time Animal Care Technicians be made into two (2) full-time positions; and

**WHEREAS**, the cost of the full-time Animal Control Officer position and the change to full-time for the two (2) Animal Care Technician positions is approximately fifty-five thousand fifty-eight dollars (\$55,058); and

**WHEREAS**, there is available budget from the MCACC Part-Time Personnel line item that is adequate to cover this increase for the current fiscal year; 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."

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 10<sup>th</sup> day of January 2022, that the Montgomery County Animal Care & Control Fiscal Year 2022 operating budget is hereby amended as follows to add one (1) additional full-time Animal Control Officer, and for the reclassification of two (2) part-time Animal Care Technicians to be made into two (2) full-time positions.

<b>ACCOUNT NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
101-55120-00000-55-51690	Part-Time Personnel	(\$ 69,520.00)
101-55120-00000-55-51890	Other Salaries & Wages	\$ 37,216.00
101-55120-00000-55-52010	Social Security	\$ 1,877.00
101-55120-00000-55-52040	State Retirement	\$ 2,606.00
101-55120-00000-55-52060	Life Insurance	\$ 69.00
101-55120-00000-55-52070	Medical Insurance	\$ 23,766.00
101-55120-00000-55-52120	Employer Medicare	\$ 441.00
101-55120-00000-55-52170	Retirement-Hybrid Stabilization	\$ 745.00
101-55120-00000-55-53070	Communications	\$ 225.00
101-55120-00000-55-54510	Uniforms	\$ 1,125.00
101-55120-00000-55-57080	Communication Equipment	\$ 250.00
101-55120-00000-52-57090	Data Processing Equipment	\$ 1,200.00

**Duly passed and approved this 10<sup>th</sup> day of January 2022.**

**Sponsor**

**Commissioner**

**Approved**

**County Mayor**

**Attested**

**County Clerk**

## Montgomery County FY20-21 Personnel Request

Position Title/Description		#Pos	FTE	Pay Schedule/ Grade	Hourly Salary	Overtime Rate	FY 20-21 dollars YRLY
Title	Animal Control Officer (January - June)	1	1	K-1	\$16.97		\$14,933.60
Summary of Job Duties	Patrol designated areas and respond to dispatched assignments to enforce state and county animal control laws and ordinances. Investigate and gather information on animal related complaints (animal bites, animal attacks, dangerous dogs, animal cruelty, strays, injured, neglected, sick/diseased, and possible rabies exposure. Follows up on complaints for final dispositions. Compiles a variety of data regarding animal control; prepares daily, weekly and monthly reports of activities, and maintains paper and computer files and records relative to actions taken. Carries out duties in conformance with all federal, state, county and city laws. Checks for current rabies vaccination and follow up with quarantine procedures. Testifies and represents county in court. Handles and employs a variety of specialized equipment safely and effectively. Other duties as assigned my include housekeeping/janitorial, inventory control, receiving goods, stocking supplies, and other work in support of the shelter.						
Reason for Request	Due to marked increase in the number of calls for service from the community coupled with an increasing human population and increased number of calls for service, current staffing levels are unable to answer animal related calls for service in an efficient and time essential manner. This reduction in efficiency causes the need for current staff to stay past normal shift hours to complete calls resulting in overtime hours which has translated to compassion fatigue among the field staff. There has also been an 18% increase of animal intakes, over 60% of those intakes being from field staff. The shelter is currently on track to respond to over 5,200 animal related calls for service this year. Current Animal Control Field Staff are responsible for covering emergency on call 7 days a week and rotating this duty among 6 Animal Control Officers ever 5-6 weeks. By providing this additional Animal Control Officer now would greatly assist in spreading work load among the field staff as well as increase efficiency and reduce overtime.						
TOTAL PERSONNEL SERVICES							\$14,933.60
Fringe Budget		Acct . ObjCode-Prgmr		Description		FY 20-21 dollars	
Social Security @ 6.20% of total personal services		101-55120-00000-53-52010		Social Security		\$925.88	
SS Medicare @ 1.45% of total personal services		101-55120-00000-53-52120		Employer Medicare		\$216.54	
TCRS Retirement @ 7.0% of personal services		101-55120-00000-53-52040		State Retirement		\$1,045.35	
Health - Blue Cross Blue Shield of Tennessee		101-55120-00000-53-52070		Medical Insurance		\$7,921.87	
Life Insurance @ \$49.92/yr/emp per employee		101-55120-00000-53-52060		Life Insurance		\$22.88	
Retirement-Stabilization Rate		101-55120-00000-53-52170		Hybrid--Stabilization Rate		\$298.67	
TOTAL FRINGE BENEFITS							\$10,431.19
TOTAL SALARY & BENEFITS							\$25,364.79
Other Budget		Acct . ObjCode-Prgmr		Description		FY 20-21 dollars	
Uniforms (ACO Uniforms)		101-55120-00000-55-54510		Uniforms		\$ 500.00	
Uniforms (ACO Ballistic vest)		101-55120-00000-55-54510		Uniforms		\$ 625.00	
Communications (Cellular Phone Service)		101-55120-00000-55-53070		Communications		\$ 225.00	
Communication Equipment (Cellular Phone)		101-55120-00000-55-57080		Communications Equip		\$ 250.00	
Data Processing Equipment (ipad)		101-52600-00000-55-57090		Data Processing Equip.		\$ 1,200.00	
TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS							\$ 2,800.00
Capital Outlay		Acct . ObjCode-Prgmr		Description		FY 20-21 dollars	
TOTAL CAPITAL OUTLAY							\$ -
TOTAL PERSONNEL, BENEFITS AND EQUIPMENT							\$ 28,164.79

## RECLASSIFICATION REQUEST FY 2021-2022

### Animal Care Technician - Animal Control (For Remaining 11 Pay Periods of FY '22)

Job Title	Grade	Step	FT/PT	Current Hourly	Current Annual	Proposed Title Change	New Grade	New Step	FT/PT	New Hourly	New Annual	Benefits Increase	Total Increase	% Increase
Animal Care Tech	E	1	PT	\$ 12.66	\$ 6,963.00	Animal Care Technician	E	1	FT	\$ 12.66	\$ 11,140.80	\$ 9,268.33	\$ 13,446.13	60.00%
Animal Care Tech	E	1	PT	\$ 12.66	\$ 6,963.00	Animal Care Technician	E	1	FT	\$ 12.66	\$ 11,140.80	\$ 9,268.33	\$ 13,446.13	60.00%
<b>TOTAL INCREASE IN COST</b>													<b>\$26,892.26</b>	

#### Reasons for Change in Title/Grade

Over the course of the last 20 Months from January 2020 to date we have seen a turnover of 12 Part-Time Animal Care Technicians at the shelter and 4 Animal Control Officers. This loss of 16 Part-Time and Full-Time staff members causes a tremendous strain on the entire staff having to fill these gaps during morning cleanings and throughout the day with moving animals that come into the shelter over the counter into open kennels, keeping kennels clean throughout the day, providing enrichment to our housed animals, and assisting customers with adoptable animals. Having this lapse in staffing requires non-animal care tech staff such as Front Admin Personnel, Animal Control Officers, and members of management to have to fill these gaps throughout the day. This requires much of our staff to divert their resources elsewhere in order to accomplish the mission each day. Delays in customer service as well as delayed responses to calls for service put an additional layer of stress on staff and the management team. To aid in a reduction in staff turnover as well as provide ongoing assistance in the shelter throughout the day to allow staff to focus on their own duties and responsibilities, I am requesting that we convert 2 of our Part-Time Animal Care Tech positions to 2 Full-Time Animal Care Tech Positions. This would provide a total of 4 Full-Time Animal Care Technicians to schedule each day throughout the week.

#### Summary of Changes in Job Duties Responsibilities

Additional funds of \$ \_\_\_\_\_ are available in account(s) \_\_\_\_\_ to help cover the cost of this reclassification.

**RESOLUTION TO APPROVE LEASE AGREEMENT FOR OPERATION OF A CAFÉ  
AT VETERAN'S PLAZA BY PROGRESSIVE DIRECTIONS, INC.**

**WHEREAS**, Montgomery County Government owns and maintains the Veteran's Plaza Facility located at 350 Pageant Lane, Clarksville, TN, which is the site location for many county operated services provided for the citizens of Montgomery County; and

**WHEREAS**, there exists therein 1,075 square footage available at Veteran's Plaza for lease; and

**WHEREAS**, Progressive Directions, Inc desires to lease this space to operate a café and provide food items to employees of Veteran's plaza and the general public; and

**WHEREAS**, the available food service would be a convenience to county employees and the public; and

**WHEREAS**, a copy of said lease is attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10<sup>th</sup> day of January 2022 that the Lease Agreement attached hereto as Exhibit A between Montgomery County and Progressive Directions, Inc., is approved and the County Mayor is authorized to execute the same.

**Duly passed and approved this 10<sup>th</sup> day of January 2022.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**EXHIBIT A**

**LEASE AGREEMENT BETWEEN MONTGOMERY COUNTY GOVERNMENT  
AND PROGRESSIVE DIRECTIONS, INC.**

This agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by and between **Montgomery County Government**, hereinafter referred to as "Lessor", and  
**Progressive Directions, Inc.**, hereinafter called "Lessee".

**WITNESSETH**

That for and in consideration of the mutual covenants and agreements herein contained,  
Lessor hereby leases unto Lessee, upon the terms and conditions hereinafter set forth, the following  
described property:

Space located at Veterans Plaza, 350 Pageant Lane, Suite 102, Clarksville, Tennessee

1. TERM: The term of this Agreement shall commence on \_\_\_\_\_ and  
shall end on \_\_\_\_\_. The parties may extend the term of the lease by  
mutual written consent. Either party may terminate this Agreement by giving written  
notice to the other party at least sixty (60) days prior to the date when such termination  
becomes effective.
2. PURPOSE: Lessee shall use the premises for the purpose of retail food sales only.
3. NOTICES: All notices herein provided to be given or which may be given by either  
party to the other shall be deemed to have been fully given when made in writing and  
deposited in the United States mail, certified and postage prepaid and addressed as  
follows:

Montgomery County Government  
One Millennium Plaza, Suite 205  
Clarksville, TN 37040

Progressive Directions, Inc.  
1249 Paradise Hill Road  
Clarksville, TN 37040

4. Lessee fully understands that this Agreement is not binding except and until all appropriate officials' signatures have been obtained and the fully executed document returned to Leaser.
5. Lessee shall indemnify, defend, and hold harmless Lessor, its agents, employees, officials, and assigns from and against any and all liabilities, claims, losses, costs or expenses to the person or property of all others, claims, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Lessee or any of its agents, employees, officials or assigns, which may occur during the time period referenced herein or which may arise out of the performance of this agreement and shall list Montgomery County as an additional insured on a policy of General Liability with no less than \$1,000,000.00 of indemnity coverage.

In witness whereof, this Lease Agreement has been executed by the parties hereto.

MONTGOMERY COUNTY GOVERNMENT

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

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

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

PROGRESSIVE DIRECTIONS, INC.

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

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

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

**RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF MONTGOMERY COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$31,750,000 IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

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

**WHEREAS**, the County has previously issued and has outstanding its General Obligation School and Public Improvement Bonds, Series 2011, dated July 28, 2011; General Obligation Refunding Bonds, Series 2012, dated April 25, 2012; and General Obligation Public Improvement and Refunding Bonds, Series 2012, dated October 11, 2012 (collectively, the "Outstanding Indebtedness"); and

**WHEREAS**, all or a portion of the Outstanding Indebtedness can now be refunded for the purpose of reducing the debt service requirements of the County; and

**WHEREAS**, the Board of County Commissioners hereby determines that it is advisable to issue general obligation refunding bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

**WHEREAS**, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of the Division of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the County a report thereon, a copy of which has been made available to the members of the Board of County Commissioners; and

**WHEREAS**, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing approximately \$31,750,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

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

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

(a) "Bonds" means the approximately \$31,750,000 General Obligation Refunding Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as

Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

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

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

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

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

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

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

(i) “Municipal Advisor” for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(j) “Refunding Escrow Agent” or “Escrow Agent” means the refunding escrow agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(k) “Refunding Escrow Agreement” or “Escrow Agreement” means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the County and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit B, subject to such changes thereto as shall be permitted by the terms of this resolution.

(l) “Refunded Indebtedness” means the maturities or portions of the maturities of the Outstanding Indebtedness designated for refunding by the County Mayor pursuant to the terms hereof.

(m) “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. The estimated interest expense and costs of issuance are preliminary and are subject to change based upon market conditions at the time of the sale of the Bonds.

(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.

(d) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the County over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.

(e) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Indebtedness and 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 approximately \$31,750,000. 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 Refunding Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on April 1 and October 1 in each year, commencing October 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 April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2023 through 2029, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on April 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

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

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

fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

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

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or

exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such

original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

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

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

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

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

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

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be 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 REFUNDING BOND, SERIES 2022B

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 of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [October 1, 2022], and semi-annually thereafter on the first day of April and October in each year until this Bond matures [or is redeemed]. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, as registration and 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 or a custodian of DTC. The Registration Agent is 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 \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions

hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

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

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

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

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

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

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

**\*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 if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at

the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the County to (i) refund all or a portion of the County's outstanding General Obligation School and Public Improvement Bonds, Series 2011, dated July 28, 2011; General Obligation Refunding Bonds, Series 2012, dated April 25, 2012; and General Obligation Public Improvement and Refunding Bonds, Series 2012, dated October 11, 2012, and (ii) pay costs incident to the issuance and sale of the Bonds, pursuant to 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on January 10, 2022 (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, exclusive of original issue discount, 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, email, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate principal amount of Bonds that may be authorized to refund the Refunded Indebtedness pursuant to Section 9-21-904, Tennessee Code Annotated, as amended.

(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 Refunding 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 October 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 that may be authorized to refund the Refunded Indebtedness pursuant to Section 9-21-904, Tennessee Code Annotated, as amended; and (B) the Bonds, or any series thereof, shall not be outstanding for a term exceeding the reasonably expected economic life of the projects refinanced by said Bonds.

(5) remove or adjust 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) refund less than all of the Outstanding Indebtedness;

(7) 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

(8) 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 Refunding 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. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and, as provided above, to accept an Engagement Letter from Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved. The County Trustee and such other officers of the County, as determined by the County Mayor, are additionally authorized to execute, publish, and deliver all certificates and documents necessary or advisable in connection with the sale and delivery of the Bonds, as determined by the County Mayor in consultation with the Municipal Advisor.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount sufficient, together with such other County funds as may be identified by the County Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Indebtedness shall be applied to the refunding thereof by depositing such funds with the Escrow Agent and held in accordance with the terms of the Refunding Escrow Agreement and/or paying such funds directly to the holders (or paying agent for the holders) of the Refunded Indebtedness.

(b) The remainder of the proceeds of the sale of the Bonds shall be used 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.

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

a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

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

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Indebtedness, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities, if any, or to be held in cash un-invested; provided, however, that the yield on any such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Governing Body hereby authorizes and directs the County Mayor to appoint a refunding escrow agent to serve as the Refunding Escrow Agent under the Refunding Escrow Agreement, and the Refunding Escrow Agent so appointed is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Indebtedness and to exercise such duties as set forth in the Refunding Escrow Agreement. Notwithstanding anything herein to the contrary, no Refunding Escrow Agreement shall be required for the refunding of the Refunded Indebtedness if deemed advisable by the County Mayor, in consultation with the Municipal Advisor.

Section 12. Redemption of the Refunded Indebtedness. The County Mayor and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Indebtedness at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution(s) authorizing the issuance of the Refunded Indebtedness.

Section 13. 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 14. Federal Tax Matters Related to the Bonds.

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

(b) 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 all policies and procedures that may be required of or advisable to the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

**Section 15. 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 16. 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 17. 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.

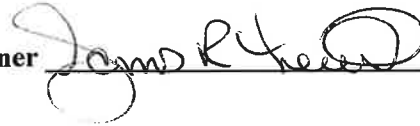
**Section 18. Repeal of Conflicting Resolutions and Effective Date.** All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

**Duly adopted and approved on January 10, 2022.**

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 meeting of the governing body of the County held on January 10, 2022; 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 General Obligation Refunding Bonds.

WITNESS my official signature and seal of said County on \_\_\_\_\_, 2022.

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

(SEAL)

EXHIBIT A to the Resolution

Engagement Letter

(Attached)

# **BASS BERRY ♦ SIMS PC**

150 Third Avenue South, Suite 2800  
Nashville, TN 37201  
(615) 742-6200

January 10, 2022

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

**Re: Issuance of Approximately \$31,750,000 in Aggregate Principal Amount of  
General Obligation Refunding Bonds, Series 2022B.**

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 purposes of providing funds necessary to refinance certain outstanding debt of the Issuer and pay costs incident to the sale and issuance of the Bonds. We also understand that the Bonds will be sold at 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 Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its 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.
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, 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
    - i) Do not contain any untrue statement of a material fact or
    - ii) 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) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. 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).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- 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. 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 Form 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.

### **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, our fee will be \$40,000.00. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above 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 the amount we are paid exceed \$40,000.00.

### **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 contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

### **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.

### **CONCLUSION**

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

EXHIBIT B to the Resolution

Form of Refunding Escrow Agreement

(Attached)

MONTGOMERY COUNTY, TENNESSEE

\$ \_\_\_\_\_ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022B

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of \_\_\_\_\_, 2022, by and between Montgomery County, Tennessee (the "Issuer") and \_\_\_\_\_ (the "Agent").

WITNESSETH:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding debt obligations, as described herein (the "Outstanding Obligations") by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Obligations as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Obligations, the Issuer has authorized and issued its General Obligation Refunding Bonds, Series 2022B (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds[, together with legally available funds of the Issuer,] will be deposited in escrow with the Agent hereunder [and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be] sufficient to pay when due all of the principal of and interest on the Outstanding Obligations as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Obligations, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Obligations according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Issuer in and to \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ derived from the proceeds of the sale of the Refunding Bonds [and \$ \_\_\_\_\_ from other legally available funds of the Issuer].

DIVISION II

[All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.]

### DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

### DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Obligations; but if the principal of and interest on the Outstanding Obligations shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

### ARTICLE I DEFINITIONS AND CONSTRUCTION

(a) Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agreement" means this Refunding Escrow Agreement;

"Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Escrow Fund" shall have the meaning ascribed to it in Section 2.1 hereof;

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Obligations" means the Issuer's General Obligation School and Public Improvement Bonds, Series 2011, dated July 28, 2011, maturing \_\_\_\_\_; General Obligation Refunding Bonds, Series 2012, dated April 25, 2012, maturing \_\_\_\_\_; and General Obligation Public Improvement and Refunding Bonds, Series 2012, dated October 11, 2012, maturing \_\_\_\_\_; and

"Written Request" means a request in writing signed by the County Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in the place of the County Mayor.

(b) Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## ARTICLE II ESTABLISHMENT AND ADMINISTRATION OF FUNDS

(a) Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$ \_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

(b) Investment of Funds. The monies described in Article II(a) hereof shall be held or invested as follows:

(1) [the amount of \_\_\_\_\_ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and]

(2) the amount of \$ \_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in subsections (d) and (f) hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

(c) Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the paying agent or its successor, for the Outstanding Obligations of monies sufficient for the payment of the principal of and interest on the Outstanding Obligations as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Obligations are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Obligations shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Obligations to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

(d) Excess Funds. Except as provided in subsection (f) hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Obligations, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Obligations. Upon retirement of all the Outstanding Obligations, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

(e) Reports. [The Agent shall deliver to the County Clerk of the Issuer, within 90 days of the close of the Issuer's fiscal year, a report current as of the end of such fiscal year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Issuer and which also shall set forth all assets in the Escrow Fund as of the end of such fiscal year and set forth opening and closing balances thereof for that fiscal year. The Agent shall also deliver to the County Clerk, within 90 days following the final disposition of funds herefrom, a report summarizing all transactions relating to the Escrow Fund effected during the term thereof.]

(f) Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Obligations, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Obligations not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Obligations. Any interest income resulting from reinvestment of monies pursuant to this subsection (f) shall be applied first to the payment of principal of and interest on the Outstanding Obligations to the extent the Escrow is or will be insufficient to retire the Outstanding Obligations as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

(g) Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Obligations, except as provided herein with respect to amendments permitted under Section IV(a) hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

### ARTICLE III CONCERNING THE AGENT

(h) Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

(i) Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

(j) Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Obligations or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Obligations. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Obligations as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Obligations caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Obligations, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

(k) Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Obligations as fully and with the same rights as if it were not the Agent.

(l) Exculpation of Funds of Agent. Except as set forth in subsection (c) hereof, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

(m) Payment of Deficiency by Issuer. The Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Article II(a) to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Obligations.

(n) No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Obligations, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Obligations except as provided in Article II hereof.

(o) Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

(p) Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Obligations notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Montgomery County, Tennessee for the appointment of a successor, or any holder of the Outstanding Obligations may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Article III(h). The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

(q) Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Article III hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Obligations, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Article III(h). Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Obligations at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Article III(k) hereof.

(r) Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further

act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Article III(h) hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Article III(h) hereof.

(s) Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, the sum of \$\_\_\_\_\_, payable on the date hereof. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Obligations; provided, however, that the Issuer agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund.

#### ARTICLE IV MISCELLANEOUS

(t) Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Obligations, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (1) to cure any ambiguity or formal defect or omission in this Agreement;
- (2) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Obligations, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (3) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Obligations, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Obligations. The Issuer hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding Obligations in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.

(u) Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

(v) Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

(w) Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Issuer:

Montgomery County, Tennessee  
1 Millennium Plaza  
Clarksville, TN 37040  
Attention: Director of Accounts & Budgets

To the Agent:

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

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

(x) Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

(y) Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

(z) Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

MONTGOMERY COUNTY, TENNESSEE

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

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

\_\_\_\_\_  
Escrow Agent

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

EXHIBIT A

[Debt Service Schedule of General Obligation School and Public Improvement Bonds, Series 2011, dated July 28, 2011, maturing \_\_\_\_\_, to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Payment]

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Premium</u>	<u>Total Debt Service</u>
-------------------------	------------------------------	-----------------------------	----------------	-------------------------------

Paying Agent: U.S. Bank National Association  
Nashville, Tennessee

[Debt Service Schedule of General Obligation Refunding Bonds, Series 2012, dated April 25, 2012, maturing \_\_\_\_\_, to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Payment]

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Premium</u>	<u>Total Debt Service</u>
-------------------------	------------------------------	-----------------------------	----------------	-------------------------------

Paying Agent: U.S. Bank National Association  
Nashville, Tennessee

[Debt Service Schedule of General Obligation Public Improvement and Refunding Bonds, Series 2012, dated October 11, 2012, maturing \_\_\_\_\_, to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Payment]

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Premium</u>	<u>Total Debt Service</u>
-------------------------	------------------------------	-----------------------------	----------------	-------------------------------

Paying Agent: U.S. Bank National Association  
Nashville, Tennessee

EXHIBIT B

[Insert Description of Securities]

Total Cost of Securities: \$ \_\_\_\_\_  
Initial Cash Deposit: \$ \_\_\_\_\_

COUNTY COMMISSION MINUTES FOR

DECEMBER 13, 2021

SUBMITTED FOR APPROVAL JANUARY 10, 2022

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

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

PRESENT: 20

ABSENT: None

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

**The following Zoning Resolutions were Adopted:**

- CZ-31-2021** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Seth Bonecutter Scottie Bonecutter
- CZ-32-2021** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Wayne Howes
- CZO-2-2021** Resolution Amending the Zoning Resolution of Montgomery County, Tennessee, as it Pertains to Mixed Use Planned Unit Developments

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

- 21-12-1** Resolution to Appropriate Funding for the Purchase of Two Wind Sculptures in an Amount Not to Exceed Ten Thousand Dollars (\$10,000) Using Funding from Bond Proceeds Dedicated for Such Purchase
- 21-12-2** Resolution to Amend the Public Safety Complex Budget for Fiscal Year 2022
- 21-12-3** Resolution to Amend the Budgets of Various Funds for Fiscal Year 2022 in Certain Areas of Revenues and Expenditures
- 21-12-4** Resolution Giving Authorization to Montgomery County Government to Recover Lost Revenues Due to the COVID-19 Pandemic from the American Rescue Plan Act (ARPA)
- 21-12-5** Resolution Amending the Budget of the Clarksville-Montgomery County Tourism Commission for the Reclassification of the Current Manager of Historic Collinsville Position to be Made the Museum Director of Historic Collinsville and Weakley House Museum Position
- 21-12-6** Amendment to Resolution 21-7-5 Authorizing the Industrial Development Board of the County of Montgomery to Retain Certain Identified Funds for the Purpose of Developing an Access Road to the Proposed East Industrial Park
- 21-12-7** Resolution Amending the Budget of the Montgomery County Clerk's Office Requesting Additional Funding for the Distribution of License Plates as Mandated by the Tennessee Department of Revenue
- 21-12-14** Resolution Authorizing Montgomery County to Join the State of Tennessee and Other Local Governments as Participants in the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements
- 21-12-15** Resolution to Adopt a Lease Consistent with Resolution 20-4-9 Authorizing Expansion of the On-Site Medical Facility

- Commission Minutes dated November 8, 2021
- County Clerk's Report
- Nominating Committee Nominations
- County Mayor Nominations and Appointments

**The following Resolutions were Adopted:**

- 21-12-8** Amended Resolution of the Montgomery County Board of Commissioners to Request Amendment of General Law or the Enactment of a Private Act Allowing for Montgomery County Tennessee to Have the Powers of Title 57, Chapter 3 and 4 of the Tennessee Code to Authorize Liquor by the Drink and Retail Sales of Liquor in the Unincorporated Area of Montgomery County as is Authorized in the Incorporated Areas of Montgomery County
- 21-12-9** Amended Resolution Giving Authorization to Montgomery County Government to Distribute Premium Pay to ARPA Eligible Employees of Bi-County Solid Waste Management Using Funds from the American Rescue Plan Act (ARPA)
- 21-12-10** Amended Resolution Giving Authorization to Montgomery County Government to Distribute Premium Pay to ARPA Eligible Employees of the Montgomery County Community Corrections Program Using Funds from the American Rescue Plan Act (ARPA)
- 21-12-11** Amended Resolution Giving Authorization to Montgomery County Government to Distribute Premium Pay to ARPA Eligible Employees of the Montgomery County Health Department Using Funds from the American Rescue Plan Act (ARPA)
- 21-12-12** Amended Resolution Increasing the Dollar Amount Above Which Quotes Must be Solicited for an Expenditure or Sale by Montgomery County Government
- 21-12-13** Resolution to Add Correctional Officers to the Mandatory Retirement Provisions Established Pursuant to Tennessee Code Annotated Section 8-36-205 (*pulled from Consent Agenda*)
- 21-12-16** Amended Resolution Giving Authorization to Montgomery County Government to Distribute Premium Pay to ARPA Eligible Employees of the Montgomery County Emergency Communications District (E911) Using Funds from the American Rescue Plan Act (ARPA)

**Reports Filed:**

1. Building & Codes Monthly Reports
2. Trustee's Monthly Reports
3. CMCSS Quarterly Finance Report
4. CMCSS Quarterly Construction Report
5. Accounts & Budgets Monthly Reports
6. County Courtroom Security Report for AOC

**The Board was adjourned.**

Submitted by:

Kellie A. Jackson

Kellie A. Jackson

County Clerk



**County Clerk's Report**  
**January 10, 2022**

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

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected.

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

This the 10<sup>th</sup> day of January 2022.

  
County Clerk



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

Notaries to be elected January 10,2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. DAWN ABBOTT	3251 FLINT RIDGE RD PALMYRA TN 37142 931 624 7079	9 QUARRY RD CLARKSVILLE TN 37042 9312455084
2. KEASHIA ALLEN	485 VALE CT CLARKSVILLE TN 37042 901 299 5783	500 REDLAND CT SUITE 300 OWINGS MILLS MD 21117
3. SONIA BROWN	3760 WINDHAVEN DR CLARKSVILLE TN 37040 931-624-0361	118 FRANKLIN ST CLARKSVILLE TN 37040 931 624 0361
4. ERICA CATCHING	901 CLASSY COURT CLARKSVILLE TN 37042 931-401-6763	
5. FAITH E CUNDALL	1055 JIM READ RD CHAPMANSBORO TN 37035 270-719-0599	894 HWY 76 STE 113 CLARKSVILLE TN 37043 270-719-0599
6. MICHAEL W DALE	2 TRAHERN TER CLARKSVILLE TN 37040 931 561 7794	2 MILLENNIUM PLAZE STE 101 CLARKSVILLE TN 37040 931 648 5703
7. JAN DUNN	5400 EPPS RD SOUTHSIDE TN 37171 931 801 4437	1249 PARADISE HILL RD CLARKSVILLE TN 37040 931 358 0117
8. ELLERY EDWARDS	1164 WOODBRIDGE DR CLARKSVILLE TN 37042 931 220 4504	
9. SHARON K EDWARDS	1164 WOODBRIDGE DR CLARKSVILLE TN 37042 931 220 4287	
10. CARMEN MICHELLE EDWARDS	2751 FARM CIRCLE WOODLAWN TN 37191 931-206-0841	350 PAGEANT LANE STE 101C CLARKSVILLE TN 37040 931-648-5709
11. PATRICIA D. FARRELL	321 WOODALE DR CLARKSVILLE TN 37042 931-378-5677	321 WOODALE DR CLARKSVILLE TN 37042 6153107321
12. XIOMARA ZAYAS FIGUEROA	234 MILLSTONE CIRCLE CLARKSVILLE TN 37042 813-403-2553	234 MILLSTONE CIR CLARKSVILLE TN 37042 9314016197
13. MOLLIE FRANKS	714 MCGRAW ST CLARKSVILLE TN 37040 501 208 2578	1835 MADISON ST STE D CLARKSVILLE TN 37043 931 552 2476

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 January 10, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
14. CYNTHIA C GALBREATH	441 NEEDMORE RD APT 413 CLARKSVILLE TN 37040 931-217-1590	900 PROFESSIONAL PARK DR CLARKSVILLE TN 37040 931-538-6394
15. CARRIE BETH GERTON	833 LUTZ LANE CLARKSVILLE TN 37042 925-250-9852	
16. CHRIS GIARDINI	3742 PARSONS WAY CLARKSVILLE TN 37042 815 905 6239	
17. SHAWNKEYA GRAVES	3752 KENDRA CT N CLARKSVILLE TN 37040 580-713-1169	
18. WAYNE M GREEN	3415 E HENDERSON WAY CLARKSVILLE TN 37042 910-263-9509	
19. HELEN GROSS	842 BRICK CT ADAMS TN 37010 931 933 1367	101 CREEKSTONE BLVD STE 100 FRANKLIN TN 37064 931 920 1761
20. MELODY HALOUCHITS	545 BARNEY LANE CLARKSVILLE TN 37042 719 338 8543	127 S THIRD ST CLARKSVILLE TN 37040 931 645 9900
21. AMBER HALSTEAD	1523 NOLEN ROAD APT 417 CLARKSVILLE TN 37040 618-699-9518	127 S 3RD STREET CLARKSVILLE TN 37040 931 645 9900
22. DEBRA HASSELL	700 DEAN RD CLARKSVILLE TN 37040 931 561 6796	523 MADISON ST STE A CLARKSVILLE TN 37040 931 905 3513
23. JENNIFER R HICKS	132 BUTTERMERE DR. CLARKSVILLE TN 37040 931 249 2751	1210 WEST CREEK COYOTE TRAIL CLARKSVILLE TN 37042 931 503 1788
24. PHYLLIS J HOLMES	3130 WESTCHESTER DR CLARKSVILLE TN 37043 931-216-6776	350 PAGEANT LANE STE 301 CLARKSVILLE TN 37040
25. ANTHONY WAYNE KIRBY	175 SAMBAR DRIVE CLARKSVILLE TN 37040 615 715 2447	128 N 2ND ST SUITE 101 CLARKSVILLE TN 37040 9313209573

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 January 10, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
26. KEITH M. LAMBROFF	498 CAMBRIDGE RD CLARKSVILLE TN 37043-6308 931-627-2669	99 MICHIGAN AVE FORT CAMPBELL KY 42223 9316272669
27. BRYCE W LAZENBY	2640 GUNN RD ADAMS TN 37010 931-266-9295	2684 TOWNSEND CT CLARKSVILLE TN 37043 931-647-0244
28. GIANNI MARLO	210 PROVIDENCE BLVD CLARKSVILLE TN 37042 931 552 9507	
29. RONDA MARTIN	1480 TRAINER RD CLARKSVILLE TN 37042 615-755-9995	7640 HIGHWAY 70 SOUTH 201 NASHVILLE TN 37221 615-646-8098
30. JAMIE K MCADARAGH	141 ALLENWOOD DR CLARKSVILLE TN 37043 931 801 8197	50 FRANKLIN ST CLARKSVILLE TN 37040 931 920 4905
31. D. MEREDITH	3251 ASHLAND CITY RD CLARKSVILLE TN 37043 727 254 1904	750 OLD HICKORY BLVD STE 1- 286 BRENTWOOD TN 37027 727 254 1904
32. REVA LEVONIA MILAN	230 TIMBER COURT DR APT F CLARKSVILLE TN 37043 931-378-2364	1954 MADISON ST CLARKSVILLE TN 37043
33. DEANNA MINTON	1408 AMBLESIDE DRIVE CLARKSVILLE TN 37040 931 906 8108	121 SOUTH THIRD STREET CLARKSVILLE TN 37040 931 647 1501
34. BILLIE JO NIGBUR	945 CRABAPPLE LN CLARKSVILLE TN 37040 931 237 3480	1336 FT CAMPBELL BLVD CLARKSVILLE TN 37042 931 919 4744
35. AMANDA JOY O'DELL	4553 GAMBLE ROAD CEDAR HILL TN 37032 615 913 6917	323 N RIVERSIDE DRIVE CLARKSVILLE TN 37040 931 546 7125
36. TERRY D PAGE	329 FAIRWAY DR CLARKSVILLE TN 37043 931 624 1531	900 PROVIDENCE BLVD CLARKSVILLE TN 37042 931-648-2104
37. SHAMEKA PATEN	135 STORYBROOK DR CLARKSVILLE TN 37042 931-272-5364	

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 January 10, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. AUSTIN PEAY	334 FAIRWAY DR UNIT 101 CLARKSVILLE TN 37043 931 320 5294	121 S 3RD STREET CLARKSVILLE TN 37040 931 647 1501
39. KRISTEN PIETRZAK	2431 WIDGEON DR CLARKSVILLE TN 37042 757-969-0139	128 N 2ND ST 101 CLARKSVILLE TN 37042 9313209573
40. NORMAN E REED JR	3623 FOX TRAIL DR CLARKSVILLE TN 37040 615-589-2386	
41. DANA ROBERTSON	4405 YORK LANDING RD WOODLAWN TN 37191 931 551 9760	116 CENTER COURT CLARKSVILLE TN 37040 931 647 0677
42. LASHANYA ROGERS	634 DOANE DR APT A CLARKSVILLE TN 37042 615-496-0485	350 PAGEANT LN SUITE 301 CLARKSVILLE TN 37040 6154960485
43. KAREN LYNN SHELTON	539 TRACY LANE CLARKSVILLE TN 37040 931 278 1309	1215 21ST AVE SOUTH TOWER STE NASHVILLE TN 37201 615 322 4683
44. NANCY R SMALL	675 MONTEE LANE CLARKSVILLE TN 37043 931-358-9083	2503 WILMA RUDOLPH BLVD CLARKSVILLE TN 3040 931 920 6734
45. BARBARA E SMITH	4050 STONE RD PALMYRA TN 37142 931 278 5431	PO BOX 179 ERIN TN 37061
46. CARRIE SMITH	120 MALIBU DRIVE APT 314 CLARKSVILLE TN 37043 931-494-4121	198 OLD FARMERS RD CLARKSVILLE TN 37043 9313582900
47. J L R STEPHENS	930 LUCY LANE CLARKSVILLE TN 37043 931 206 6184	1349 COLLEGE ST CLARKSVILLE TN 37043 270 640 6300
48. MANDY STURDIVANT	1013 WELLSFORD CT CLARKSVILLE TN 37043 731 571 7703	2518 HWY 41A BYPASS CLARKSVILLE TN 37043 931 648 8620
49. GAIL SUITER	3121 CHAPEL HILL RD CLARKSVILLE TN 37040 931 980 1745	2 MILENNIUM PLAZA SUITE 101 CLARKSVILLE TN 37040 931 648 5703

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 January 10, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
50. ROSE ANN UNDERWOOD	2080 BUCK SMITH RD PALMYRA TN 37142 931 624 7284	630 FROSTY MORN DR CLARKSVILLE TN 37040 931 647 1513
51. ASHLEY L UPTON	217 HONEY TRL CHAPMANSBORO TN 37035 931-237-6957	219 CLEAR SKY CT STE E CLARKSVILLE TN 37043 931-237-6957
52. STEPHANIE NICOLE VANCE	3796 HARVEST RIDGE CLARKSVILLE TN 37040 931-444-4906	1488 TINY TOWN RD STE B2 CLARKSVILLE TN 37042 888 842 6328
53. VASHTI WELLS	2401 SETTLERS TRACE CLARKSVILLE TN 37043 931-424-8241	
54. CAROL L WILSON	2056 OLD CLARKSVILLE PK ASHLAND CITY TN 37015 931-801-1144	2684 TOWNSEND CT CLARKSVILLE TN 37040 931 647 0244
55. JORDAN WYATT	320 KIZER RIDGE ERIN TN 37061 931 472 4540	331 UNION DR STE B CLARKSVILLE TN 37040 931 645 5544
56. MELISSA K YOUNG	1012 BUCK DR CLARKSVILLE TN 37040 931-801-4990	111 USSERY RD CLARKSVILLE TN 37042 9316470269

## **NOMINATING COMMITTEE**

January 10, 2022

### **AGRICULTURE COMMITTEE**

\_\_\_\_\_ nominated to replace Commissioner Rickey Ray for a two-year term to expire January 2024.

Laura Sleigh is eligible for reappointment for another two-year term to expire January 2024.

Randy Allbert has been filling the unexpired term of Commissioner Arnold Hodges and is eligible for reappointment for a two-year term to expire January 2024.

Leonard Adkins is eligible for reappointment for a two-year term to expire January 2024.

### **JAIL AND JUVENILE DETENTION COMMITTEE**

\_\_\_\_\_ nominated to replace Commissioner Chris Rasnic for a two-year term to expire January 2024.

\_\_\_\_\_ nominated to replace Commissioner Rashidah Leverett for a two-year term to expire January 2024.

### **MUSEUM BOARD**

\_\_\_\_\_ nominated to replace Dr. Jennifer Johnston for a three-year term to expire December 31, 2024.

\_\_\_\_\_ nominated to replace Tommy Bates for a three-year term to expire December 31, 2024.

Frazier Allen eligible for reappointment for a three-year term to expire December 31, 2024.

### **NOMINATING COMMITTEE**

\_\_\_\_\_ nominated to replace Commissioner Jerry Allbert (#2, Districts 4, 5, 20, 21) for a two-year appointment to expire January 2024.

\_\_\_\_\_ nominated to replace Commissioner Charlie Keene (#4, Districts 2, 14, 17, 18) for a two-year appointment to expire January 2024.

## **SCHOOL LIAISON COMMITTEE**

\_\_\_\_\_ to replace Commissioner Garland Johnson (#1, Districts 1, 3, 15, 19) for a two-year term to expire January 2024.

\_\_\_\_\_ to replace Commissioner Rickey Ray (#2, Districts 4, 5, 20, 21) for a two-year term to expire January 2024.

\_\_\_\_\_ to replace Commissioner Loretta Bryant (#3, Districts 6, 7, 13, 16) for a two-year term to expire January 2024.

\_\_\_\_\_ to replace Commissioner Josh Beal (#4, Districts 2, 14, 17, 18) for a two-year term to expire January 2024.

## **COUNTY MAYOR NOMINATIONS**

January 10, 2022

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

Commissioner Tangi Smith was filling unexpired term of Jason Knight and is nominated for a two-year term to expire January 2024.

Sheriff Office Representative is nominated for a two-year term to expire January 2024.

Tom Creech was filling the unexpired term of Stephen Hofmeister and is nominated for a two-year term to expire January 2024.

Dr. Jennifer Whitbeck is nominated to replace Dr. Ben Howard for a two-year term to expire January 2024.

### **PURCHASING COMMITTEE**

Commissioner Robert Sigler nominated to replace Brandon Butts for a one-year term to expire January 2023.

Commissioner Loretta Bryant nominated to replace Josh Beal for a one-year term to expire January 2023.

Commissioner Jerry Allbert nominated to replace Carmelle Chandler for a one-year term to expire January 2023.

Commissioner Joe Creek nominated to replace Garland Johnson for a one-year term to expire January 2023.

## **COUNTY MAYOR APPOINTMENTS**

January 10, 2022

### **BUDGET COMMITTEE**

Commissioner Rashidah Leverett reappointed for a one-year term to expire January 2023.

Commissioner James Lewis reappointed for a one-year term to expire January 2023.

Commissioner John Gannon appointed for a one-year term to expire January 2023.

### **911 EMERGENCY COMMUNICATION DISTRICT BOARD**

\_\_\_\_\_ appointed to replace Elisabeth Henley for a four-year term to expire January 2026.

\_\_\_\_\_ appointed to replace Geno Grubbs for a four-year term to expire January 2026.

### **STORM WATER BOARD OF APPEALS**

Grant Shaw reappointed for a two-year term with term to expire January 2024.

Allen Caldwell reappointed for a two-year term with term to expire January 2024.

Stanley Calhoun reappointed for a two-year term with term to expire January 2024.



Jason E. Mumpower  
*Comptroller*

December 27, 2021

Honorable Mr. Jim Durrett, Mayor  
and Honorable Board of Commissioners  
Montgomery County  
1 Millennium Plaza Suite 205  
Clarksville, TN 37040

Dear Mayor Durrett and Board of Commissioners:

Thank you for your recent correspondence. We acknowledge receipt on December 15, 2021 of a request from Montgomery County (the "County") for a report on a plan of refunding (the "Plan") for the County's proposed issuance of a maximum of \$31,750,000 General Obligation Refunding Bonds, Series 2022B.

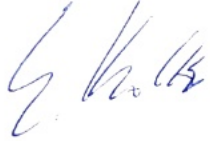
Pursuant to the provisions of Tennessee Code Annotated Title 9, Chapter 21, enclosed is a report based upon our review of the County's Plan. The Plan, this letter, and the enclosed report should be made available on the County's website and must be presented to each member of the Board for review prior to the adoption of an authorizing resolution for the refunding bonds.

### **Requirements After Debt is Issued**

Our website contains specific compliance requirements your local government will be responsible for once the bonds are issued: <http://tncot.cc/debt>. The listing is not all inclusive and you should work with your financial advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Adam Tschida, at 615-747-5340 or [Adam.Tschida@cot.tn.gov](mailto:Adam.Tschida@cot.tn.gov).

Very truly yours,



Betsy Knotts  
Director of the Division of Local Government Finance

cc:

Mr. Bryan Burklin, CPA, Assistant Director, Local Government Audit, COT  
Mr. Jeff Taylor, Director of Accounts and Budgets, Montgomery County  
Mr. Chris Bessler, Cumberland Securities Inc.  
Mrs. Lillian Blackshear, Bass Berry & Sims

Enclosure: Report of the Director of the Division of Local Government Finance

BK:at



**Report on General Obligation Refunding Bonds, Series 2022B**  
**Montgomery County, Tennessee**

This report is being issued pursuant to Tenn. Code Ann. § 9-21-903 and is based upon information as presented in a plan of refunding (the "Plan") received by our office on December 15, 2022 from Montgomery County, Tennessee (the "County"). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee. This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary. This report and the County's Plan must be presented to the governing body prior to the adoption of a resolution authorizing the refunding bonds.

**COSTS:**

Estimated costs of issuance are summarized below and based upon the principal amount of \$31,365,000 of the Series 2022B Refunding Bonds:

	<b>Amount</b>	<b>Price per \$1,000 Bond</b>
Underwriter's Discount	\$ 178,805	\$ 5.70
Municipal Advisor (Cumberland Securities)	95,000	3.03
Rating Agencies (Moody's and S&P)	62,000	1.98
Bond Counsel (Bass, Berry, and Sims)	40,000	1.28
Misc (Paying Agent, Advertising, etc.)	14,195	0.45
	<b>\$ 390,000</b>	<b>\$ 12.44</b>

**BENEFITS:**

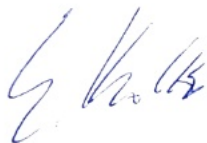
The County's stated objective for the refunding is to achieve savings. The anticipated net present value savings are \$1,612,860, achieved by reducing the average interest rate on the debt.

**Balloon Indebtedness**

The proposed structure of the Series 2022B Refunding Bonds is not balloon indebtedness as defined in Tenn. Code Ann. § 9-21-133 because no principal payment increases more than 50% over the prior period principal payment.

**Effective Date for this Report**

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the County's governing body to review prior to adopting a new authorizing resolution for the refunding bonds.



Betsy Knotts

Director of the Division of Local Government Finance

Date: December 27, 2021



**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:** January 3, 2022  
**SUBJ:** December 2021 ADEQUATE FACILITIES TAX REPORT

---

The total number of receipts issued in December 2021 is as follows: City 282 and County 52 for a total of 334.

There were 124 receipts issued on single-family dwellings, 24 receipts issued on multi-family dwellings with a total of 202 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There was 2 exemption receipt issued.

The total taxes received for December 2021 was \$166,000.00

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

Total Adequate Facilities Tax Revenue for December 2021 was \$166,000.00

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

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	1551
	County:	405
	Total:	1956
TOTAL REFUNDS:		\$6,060.00
TOTAL TAXES RECEIVED:		\$1,022,000.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	37	37
SINGLE-FAMILY DWELLINGS:	574	342	916
MULTI-FAMILY DWELLINGS (101 Receipts):	890	15	905
CONDOMINIUMS: (93 Receipts)	87	6	93
TOWNHOUSES:	0	0	0
EXEMPTIONS: (5 Receipts)	0	5	5
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:** January 3, 2022  
**SUBJ:** December 2021 PERMIT REVENUE REPORT

---

The number of permits issued in December 2021 is as follows: Building Permits 84, Grading Permits 2, Mechanical Permits 73, and Plumbing Permits 32 for a total of 191 permits.

The total cost of construction was \$15,094,035.00. The revenue is as follows: Building Permits \$48,500.40, Grading Permits \$1,760.00, Plumbing Permits \$3,050.00, Mechanical Permits: \$8,200.00 Plans Review \$3,815.00, BZA \$500.00, Re-Inspections \$600.00, Pre-Inspection \$0.00, Safety Inspection \$25.00, and Miscellaneous Fees \$0.00 the total revenue received in December 2021 was \$66,425.40.

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

NUMBER OF SINGLE FAMILY PERMITS:	343
COST OF CONSTRUCTION:	\$223,586,118.00
NUMBER OF BUILDING PERMITS:	718
NUMBER OF PLUMBING PERMITS:	153
NUMBER OF MECHANICAL PERMITS:	428
NUMBER OF GRADING PERMITS:	18
BUILDING PERMITS REVENUE:	\$756,637.30
PLUMBING PERMIT REVENUE:	\$14,850.00
MECHANICAL PERMIT REVENUE:	\$43,850.00
GRADING PERMIT REVENUE:	\$19,104.50
RENEWAL FEES:	\$800.00
PLANS REVIEW FEES:	\$57,136.00
BZA FEES:	\$1,750.00
RE-INSPECTION FEES:	\$5,650.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$50.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$756,637.30

**DECEMBER 2021 GROUND WATER PROTECTION**

The number of septic applications received for December 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:	\$756,637.30
RS/bf	

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