

**CITIZENS TO ADDRESS THE COMMISSION**

1. Kate Smith – Public Library

**CALL TO ORDER** – Mayor Durrett

**PRESENTATIONS**

1. Proclamation – Children’s Mental Health – Jasmine Ramos
2. Proclamation – Asian American and Pacific Islander Heritage Month – Terry Jalinsky, Michelle Lowe and Zoyie Jackson
3. Proclamation – Farewell Chief of Staff – Kyle Johnson

**PUBLIC HEARING ZONING RESOLUTIONS**

**CZ-9-2022** Application of Rossview Farms, LLC from O-1/AG/E-1 to MXU-PUD

**CLOSE PUBLIC HEARING**

**RESOLUTIONS**

- 22-5-1\*** Resolution to Request Unclaimed Balance of Accounts Remitted to State Treasurer Under Unclaimed Property Act
- 22-5-2\*** Resolution Approving the Montgomery County Credit/Debit Card Processing Security and Operation Policy
- 22-5-3\*** Resolution to Appropriate Funding for the Purchase of Art Using Funding from Bond Proceeds Dedicated for Such Purchase
- 22-5-4\*** Resolution of the County Commission of Montgomery County Tennessee Authorizing the Execution of a Second Amendment to Purchase Agreement Relating to the Acquisition of a Site to be Used for School Facility
- 22-5-5\*** Resolution to Enter Into an Operational Management Agreement Between Montgomery County, Tennessee, and the Montgomery County Sports Authority

**\* 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.*

## **RESOLUTION – Must Suspend Rules**

- 22-5-6** Resolution to Amend Various Budgets Within the Sheriff's Office to Make Certain Operational and Capital Outlay Purchases for Fiscal Year 2022

## **DISCUSSION**

## **REPORTS FOR APPROVAL**

1. \* Commission Minutes dated April 11, 2022
2. \* County Clerk's Report and Notary List
3. \* Nominating Committee Nominations

## **VERBAL REPORTS**

1. School Board Liaison – Commissioner John Gannon
2. Highway Commission – Commissioner Rickey Ray
3. Airport Authority – Commissioner Loretta Bryant

## **REPORTS FILED**

1. Drivers Safety Monthly Reports
2. Building & Codes Monthly Reports
3. Airport Authority Quarterly Report

## **ANNOUNCEMENTS**

1. Downtown at Sundown Concert Series starts back up on Friday, May 6 through October 21, 2022. Schedule can be found on the DTC website <https://downtowncommons.org>
2. Roundtable for Commissioners on FY23 Budget – Wednesday, May 18 at 5:00 PM in the Commission Chambers.

## **ADJOURN**



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

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

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

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

Name Kate Greene Smith  
Address 195 Maplemere Drive, Clarksville, TN 37040  
Telephone 931-551-7412  
Subject Matter Vital need for new public library branch to be  
funded for construction in north Clarksville  
Individual or organization (if any) you represent Individual  
Address \_\_\_\_\_  
Signature Kate G. Smith Date 4/20/2022

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

# MONTGOMERY COUNTY GOVERNMENT



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## PROCLAMATION

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**By The County Mayor**

**WHEREAS,** *Addressing the complex mental health needs of children, youth, young adults, and families today is fundamental to the citizens of Montgomery County, Tennessee; and*

**WHEREAS,** *the need for comprehensive, coordinated mental health services for children, youth, young adults, and families places upon our community a critical responsibility; and*

**WHEREAS,** *it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and*

**WHEREAS,** *TN Voices, through its unique approach to serving children and adolescents, is effectively caring for the mental health needs of children, youth, young adults, and families in our community.*

**NOW, THEREFORE, I, JIM DURRETT,** Mayor of Montgomery County, Tennessee, do hereby proclaim May 5, 2022 as

### **CHILDREN'S MENTAL HEALTH ACCEPTANCE DAY**

*in Montgomery County, and urge all the citizens, all agencies, and organizations interested in meeting every child's mental health needs to unite on that day in the observance of such exercises. As well as acquaint the people of Montgomery County with the fundamental necessity of a year-round program for children, youth, and young adults with mental health needs and their families.*

  
Montgomery County Mayor





Montgomery County

# JOINT PROCLAMATION



City of Clarksville

## Asian American and Pacific Islander Heritage Month - May 2022

- WHEREAS,** *May is the month the Asian American and Pacific Islander Heritage history is recognize and the achievements of Asian Americans and Pacific Islanders (AAPIs) across our community is celebrated; and*
- WHEREAS,** *Asian Americans and Pacific Islanders make our Nation more vibrant through diversity of cultures, languages, and religions. There is no single story of the AAPI experience, but rather a diversity of contributions that enrich America's culture and society and strengthen the community in which we live; and*
- WHEREAS,** *the American story as we know it would be impossible without the strength, contributions, and legacies of AAPIs who have helped build and unite this community throughout each generation; and*
- WHEREAS,** *from laying railroad tracks, tilling fields, and starting businesses, to caring for our loved ones and honorably serving our Nation in uniform, the AAPI communities are deeply rooted in the history of the United States; and*
- WHEREAS,** *we also celebrate and honor the invaluable contributions the AAPI communities have made to Tennessee's rich culture of the arts, law, science and technology, sports and public service as health care providers, first responders, teachers, and other essential workers.*

**NOW, THEREFORE, WE, JIM DURRETT**, Mayor of Montgomery County and **JOE PITTS**, Mayor of the City of Clarksville, and on behalf of the citizens of this great community, as "Advancing Leaders through Collaboration", do hereby proclaim May 2022 as

### ***Asian American and Pacific Islander Heritage Month***

*and we encourage all Clarksville-Montgomery County citizens to join us in this special celebration of the Asian American and Pacific Islanders Heritage Month.*



Mayor, Montgomery County



Mayor, City of Clarksville



# MONTGOMERY COUNTY GOVERNMENT



## PROCLAMATION

### By The County Mayor

- WHEREAS,** *this proclamation is bestowed upon Kyle D. Johnson, Chief of Staff, for the Montgomery County Mayor's office; and*
- WHEREAS,** *Kyle came to work as Chief of Staff on January 29, 2019 after having served as senior policy advisor for TN State Representative and Speaker Pro Tempore Curtis Johnson, and he served with the U.S. Senate as middle Tennessee field director to former U.S. Senator Bob Corker and aide to Congressman Mark Green. Kyle also served as a legislative aide for the Florida State Senate; and*
- WHEREAS,** *Kyle served in the U. S. Army as a member of the famed 101st Airborne Division (Air Assault), 502<sup>nd</sup> Infantry Regiment based at Fort Campbell, Kentucky where he served in two deployments; and*
- WHEREAS,** *following his service in the United States Army, Sergeant Kyle Johnson joined the U.S. Army National Guard and is still currently active as squad leader. In 2021 he earned the Tennessee Adjutant General's ribbon for valor; and*
- WHEREAS,** *Kyle is a 2015 graduate of Austin Peay State University with a Bachelor of Arts in Political Science and Government. He continues to further his education and will graduate in May from George Washington University with a Master's Degree in Global Strategic Public Relations, and he has been accepted at Georgetown University McDonough School of Business, starting this fall, where he is pursuing an Executive MBA; and*
- WHEREAS,** *Kyle has exceeded all principles that define a dedicated and hardworking Chief of Staff and has performed his duties with amazing insight and exceptional respectability; and*
- WHEREAS,** *Kyle has demonstrated a strong commitment to his profession and the professional development of those around him. His dedication, creative mind, visionary thinking, easy-going manner, likeability and most importantly his integrity are his trademarks. Kyle will be kindly remembered by our elected officials, county employees, industry leaders, citizens, and by all whom he has touched throughout his time as Chief of Staff.*

**NOW, THEREFORE, I, JIM DURRETT,** Mayor of Montgomery County, Tennessee and on behalf of the County Commission, Elected Officials, Department Heads, and Mayor's Office Staff, hereby commend **Kyle D. Johnson** for his outstanding service and devotion to Montgomery County as Chief of Staff and we extend to him our best wishes and continued success in his future endeavors. He will certainly be missed by his friends and co-workers!

  
County Mayor

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
ROSSVIEW FARMS, LLC**

WHEREAS, an application for a zone change from O-1 Office District / AG Agricultural District / E-1 Single Family Estate District to MXU-PUD Mixed Use Planned Unit Development District has been submitted by Rossview Farms, LLC and

WHEREAS, said property is identified as County Tax Map 039, parcel 032.00, containing 307.4 +/- acres, situated in Civil District 13, located Property fronting on the south frontage of Rossview Rd., south of the Rossview Rd. & Kirkwood Rd. intersection.; and

WHEREAS, said property is described as follows:  
"SEE EXHIBIT A"

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 9th day of May, 2022, that the zone classification of the property of Rossview Farms, LLC from O -1 / AG / E-1 to MXU-PUD is hereby approved.

Duly passed and approved this 9th day of May, 2022.

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

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

"EXHIBIT A"

Being a Tract of land situated in the First Civil District of Montgomery County, Tennessee, and being generally located south of and adjacent to Rossvie Road/ S.R. 237, east of and adjacent to Killebrew Road, and west of Killebrew Road, said Tract being more particularly described as follows:

Beginning at a point in the southern right-of-way of S.R. 237/ Rossvie Road, said point being 46.0 feet, more or less, west of the centerline intersection of Rossvie Road and Killebrew Road, said point also being the northwestern corner of the subject property;  
Thence N 79° 21' 50" E for a distance of 1715.93 feet to a point.  
Thence on a curve turning to the left through an angle of 07° 33' 01", having a radius of 1125.00 feet, and whose long chord bears N 75° 35' 20" E for a distance of 148.14 feet to a point.  
Thence N 71° 48' 49" E for a distance of 293.90 feet to a point.  
Thence on a curve turning to the right through an angle of 01° 05' 46", having a radius of 4975.00 feet, and whose long chord bears N 72° 21' 42" E for a distance of 95.18 feet to a point.  
Thence N 72° 54' 35" E for a distance of 196.20 feet to a point.  
Thence N 73° 53' 07" E for a distance of 956.07 feet to a point.  
Thence on a curve turning to the right through an angle of 03° 45' 40", having a radius of 4975.00 feet, and whose long chord bears N 75° 45' 57" E for a distance of 326.51 feet to a point.  
Thence N 77° 25' 25" E for a distance of 447.91 feet to a point.  
Thence S 09° 45' 43" E for a distance of 362.32 feet to a point.  
Thence N 78° 46' 33" E for a distance of 416.75 feet to a point.  
Thence S 11° 55' 33" E for a distance of 75.87 feet to a point.  
Thence S 11° 33' 41" E for a distance of 315.49 feet to a point.  
Thence N 78° 26' 19" E for a distance of 257.48 feet to a point.  
Thence S 09° 21' 26" E for a distance of 432.74 feet to a point.  
Thence on a curve turning to the left through an angle of 45° 40' 33", having a radius of 315.00 feet, and whose long chord bears S 32° 11' 42" E for a distance of 244.52 feet to a point.  
Thence S 09° 21' 45" E for a distance of 1067.66 feet to a point.  
Thence S 83° 37' 50" E for a distance of 315.30 feet to a point.  
Thence S 14° 33' 41" W for a distance of 455.22 feet to a point.  
Thence S 89° 19' 54" W for a distance of 120.27 feet to a point.  
Thence N 09° 21' 45" W for a distance of 93.41 feet to a point.  
Thence S 89° 12' 51" W for a distance of 157.48 feet to a point.  
Thence N 78° 49' 31" W for a distance of 133.05 feet to a point.  
Thence S 88° 39' 00" W for a distance of 76.86 feet to a point.  
Thence S 74° 01' 22" W for a distance of 403.87 feet to a point.  
Thence S 62° 56' 05" W for a distance of 315.35 feet to a point.  
Thence S 57° 36' 47" W for a distance of 304.20 feet to a point.  
Thence S 61° 46' 12" W for a distance of 219.60 feet to a point.  
Thence S 54° 17' 06" W for a distance of 222.50 feet to a point.  
Thence S 48° 44' 30" W for a distance of 218.07 feet to a point.  
Thence S 64° 32' 22" W for a distance of 344.27 feet to a point.  
Thence S 54° 38' 40" W for a distance of 472.97 feet to a point.  
Thence S 61° 50' 47" W for a distance of 174.34 feet to a point.  
Thence S 79° 54' 47" W for a distance of 185.49 feet to a point.  
Thence S 67° 30' 38" W for a distance of 214.95 feet to a point.  
Thence S 53° 17' 15" W for a distance of 452.12 feet to a point.  
Thence N 12° 50' 35" W for a distance of 1735.34 feet to a point.  
Thence N 81° 57' 26" W for a distance of 1141.89 feet to a point.  
Thence N 05° 53' 35" W for a distance of 346.19 feet to a point.  
Thence S 84° 03' 10" W for a distance of 199.79 feet to a point.  
Thence N 04° 42' 11" W for a distance of 30.01 feet to a point.  
Thence N 84° 03' 10" E for a distance of 211.05 feet to a point.  
Thence N 04° 42' 11" W for a distance of 414.45 feet to a point.  
Thence S 83° 55' 01" W for a distance of 212.84 feet to a point.

Thence N 06° 37' 30" W for a distance of 754.53 feet to the point of beginning.  
Said Tract contains 307.04 acres more or less.

## 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, May 9, 2022**. The public hearing will be held on: **Monday, May 2, 2022**.

CASE NUMBER: CZ-9-2022

Applicant: Rossview Farms, LLC

Agent: James E. Bagwell

Location: Property fronting on the south frontage of Rossview Rd., south of the Rossview Rd. & Kirkwood Rd. intersection.

Request: O-1 Office District / AG Agricultural District / E-1 Single Family Estate District to MXU-PUD Mixed Use Planned Unit Development District

County Commission District: 19

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

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# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

CZ 9 2022

- ☒ 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:

Reviewed at pre-application meeting. Can be served by CG&W for water, sanitary sewer & natural gas.

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

Traffic Assessment Submitted. See MXU-PUD Report for details.

#### 3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

#### 4. CDE/CEMC:

No Comment(s) Received

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

See MXU-PUD Report

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

No Comment(s) Received

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

See MXU-PUD Report.

#### 8. SCHOOL SYSTEM:

ELEMENTARY: CARMEL

MIDDLE SCHOOL: ROSSVIEW

HIGH SCHOOL: ROSSVIEW

Rossview Middle & Rossview High are in the 2nd fastest growing region in Mont. County. Rossview Middle is at 118% capacity and currently has 12 portable classrooms, Rossview High is at 116% capacity and currently has 8 portables. This continued student growth necessitates additional action to address building capacity growth and school bus transportation needs in Mont. County. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District. This development is adjacent to Kirkwood Complex, which is currently under construction, so sidewalks need to be provided for bike access & pedestrians. Bus service will not be offered to this development.

#### 9. FT. CAMPBELL:

#### 10. OTHER COMMENTS:

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

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

CZ      9      2022

**IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT:** Increased traffic, light & noise, as well as increased single family res. & multi-family residential densities with a mix of commercial uses. Details in MXU-PUD Report

**INFRASTRUCTURE:**

**WATER SOURCE:** CITY

**SEWER SOURCE:** CITY

**STREET/ROAD ACCESSIBILITY:** Rossview Rd. & Killebrew Rd.

**DRAINAGE COMMENTS:** South to the Red River

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

See

**POPULATION:**

**MXU-PUD**

Report

**APPLICABLE LAND USE PLAN**

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

**STAFF RECOMMENDATION:**

**SEE MXU-PUD REPORT**

1.

2.

3.

4.

5.





CLARKSVILLE-MONTGOMERY COUNTY  
**REGIONAL PLANNING COMMISSION**

**Staff Report:**

**Preliminary Mixed Use Planned Unit Development**

**Date: April 20, 2022**

**CZ-09-2022: Rossview Farms Killebrew MXU-PUD Masterplan**

**Applicant:** Rossview Farms, LLC

**Agent:** James E. Bagwell

**Current Zoning:** AG, E1, O1

**Proposed Zoning:** MXU-PUD

**Acres:** 307

**Intent MXU-PUD:**

*From The Montgomery County Zoning Resolution:*

*"The purpose of the Mixed-Use PUD is to create pedestrian oriented neighborhoods by encouraging a variety of infill housing choices, with retail, office, restaurants, and public facilities or institutions, that are less automobile dependent. The MXU-PUD is intended to promote flexibility in design standards and diversification of complementary land uses. This is accomplished by applying a professionally prepared development plan, and to promote the efficient use of land, facilitating a more economic arrangement of buildings, circulation systems, land uses, and utilities."*

**The proposed development meets the intent of the MXU-PUD by providing a variety of housing choices in a walkable arrangement with retail, institutional, and open spaces.**

**Pre-Application Conference Required:** CZR 5.8.2 (1)

**February 24<sup>th</sup> 1:30 -2:30 2022 and March 2<sup>nd</sup> 9-10 am 2022**

**Attendees:**

**County Highway Supervisor, CMCSS, CG&W, County Fire Department, County Building and Codes, CMCRPC Staff, Sizemore Engineering.**



## CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

### Eligibility and Minimum Requirements: CZR 5.8.3 (1)

#### Consistency with The Comprehensive Plan:

**Currently, there is no Comprehensive Plan providing guidance on growth and development intensity in the County. The MXU-PUD would default to the stipulations of the 1999 Land Use Plan and the 2040 Growth Plan for Developments within the County Urban Growth Boundary.**

#### 1999 Land Use Plan

**The Rossview Road Corridor states that it should “promote higher standards for development”.**

#### 2040 Growth Plan

**The proposed MXU-PUD Falls within the UGB (see intent statement below)**

#### **6.2.1 The Urban Growth Boundary**

*The UGB is adjacent to the city limits and contiguous areas where higher-density residential, commercial, and industrial growth is expected to take place or has taken place in order to promote the expansion of Clarksville and Montgomery County’s economies. It is an attempt to control urban sprawl into rural areas. The UGB is set to offer a wide range of housing choices and work in coordination with the public and private sectors in regard to road/street infrastructure, utilities, schools, drainage, and other public services and facilities.*

**Higher intensity Residential Uses (R-3 and R-4) are permitted in the UGB (Table 6 pp 38), commercial, industrial, and Institutional are reviewed in the growth plan on a case by case basis regardless of Growth Area location in the County. PUDS are not specifically listed as a designated zone or land use type within the UGB.**

#### **6.2.1 pages 31 and 32**

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

### **Minimum Requirements**

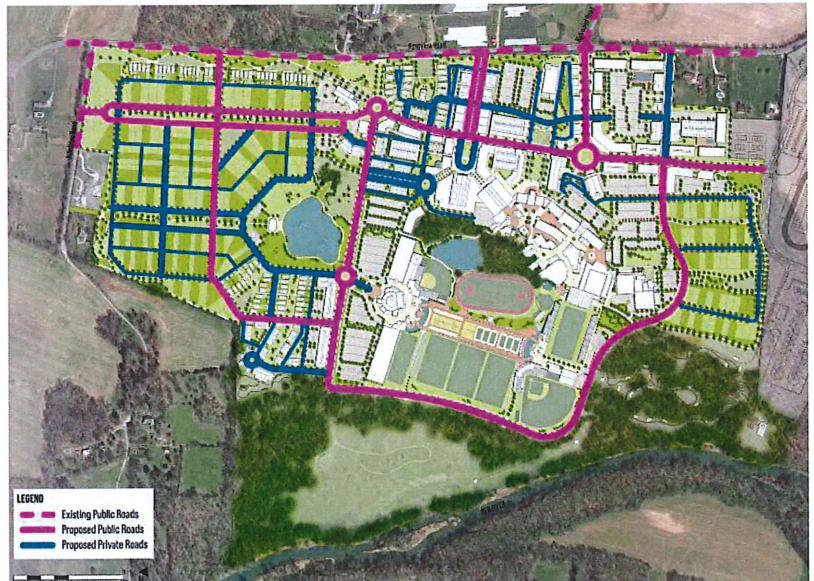
- **MXU-PUD Size:** greater than 10 acres, No Max Acreage.  
**Proposed MXU-PUD is 307 Acres.**
- **Density:** Min Overall Gross Density 3.5, Max Overall Gross Density 20 du per acre  
**Overall Gross Density for the entire MXU-PUD boundary is 4.5 dwelling units per acre.**
- **Mixture of Uses:** Maximum single use 80%.  
**Mixture of Use Requirements met**





## CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

- **Fire:** Must be within 8-minute response time of fire for fire protection
  - The 8-minute response time cannot be met given current volunteer fire fighting staff and location of existing County Fire stations.
  - The Fire Station (29) on Guthrie Highway currently serves this area of Rossville Road and is about 6.5 miles from the MXU-PUD site. There is a City Fire/ EMS Station (12) 2.5 miles from the proposed development which may be called upon for mutual aid in the event of an emergency but these requests can be denied given firefighting capacity and events in the City at the time of call.
  - The 8-minute response time is attributed to the max fire response time within the City limits. While this project is in the County, the development pattern is more urban where structures are closer together.
  - The County is currently looking at acquiring sites that would serve the Rossville Farm Area as well as ways to fund permanent fire service. Until these projects are in place, the Developer of the MXU-PUD has signed a commitment letter agreeing to sprinkle “all structures” within the development according to NFPA standards. A letter of acceptance of these standards has been provided by the County Building Commissioner.
  - The County and the State of Tennessee have currently opted out of requiring sprinkler systems for single-family and attached townhomes outside MXU-PUD requirements.
- **Transportation: TIS and Transportation Overview**
- The proposed MXU-PUD will have frontage along Rossville Road SR-237 which will be expanded from a 2 lane to 5 lane road section as a TDOT project.
  - The proposed MXU-PUD will be adjacent to the new Kirkwood Public elementary, middle, and high school complex. The primary access to the school campus is through the extension of Kirkwood Road into the MXU-PUD terminating in the roundabout, this intersection is to be signalized. The Easternmost driveway off of SR-237 will serve bus traffic only for the school site. Traffic movement will also be distributed throughout the MXU-PUD road network at three other full access points to SR-237 with stop control.





## CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

- The Traffic Impact Study was submitted to the County Highway Supervisor and County Engineer, comments provided stated that no signals should serve individual subdivisions. TDOT is assessing signalization at Rollow Lane with the Rossvie Road widening project from 2 to 5 lanes which will include the future build-out of the public school and MXU-PUD traffic.
- The development at full build-out with the CMCSS public school complex is anticipated to generate just under 30,000 daily trips. This includes a 25% local capture for the mixture of uses on site.

### Traffic Generators for the LOS Model

- Future development surrounding the Rossvie Road Corridor
  - CMCSS full occupancy
  - Full build-out of MXU-PUD per Preliminary Plan proposed uses
- Peak hour traffic volumes (AM and PM commuter traffic and school traffic) were modeled at a conservative full build-out for the MXU-PUD, the CMCSS School Complex, and the land surrounding the Rossvie Road Corridor. Conservative build-out means it is modeled at more units than anticipated to construct and full public and private school capacity from day one. The TIS shows that the 5-lane section of Rossvie Road has the capacity to accommodate traffic from the Killebrew development. The failing LOS (E,F) occurs only for the left turn movements onto Rossvie Road from Stones Manor Way and Browning Way if not signalized as recommended by the TIS. The County Highway Supervisor has stated that “a subdivision, Stones Manor Way or Browning Way, should not have a signal”. Also, note that the 2030 TIS model shows Stones Manor Way has a failing LOS regardless of whether the Killebrew MXU-PUD is developed or not. What is unclear at this moment is if a signal at Rollow Lane could take the place of one at Stones Manor Way or Browning Way and provide an acceptable LOS.
- Per the TIS, Traffic signal warrants and intersection improvements should be studied as development occurs for greater accuracy and current relevance of data. As each final PUD phase is submitted for approval updated TIS will be required and additional improvements, as warranted, could be required.





## CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

### Traffic Model results at full build-out (2025)

#### MXU-PUD project plus School

LOS F Stones Manor Intersection

LOS E Browning Way and Rossview Road Intersection

LOS C&B for the remainder of the corridor

#### PM PEAK TRAVEL TIMES

LOS F Stones Manor

LOS F Browning Way

LOS C & B remainder of the corridor

#### AM PEAK TRAVEL TIMES

LOS F Stones Manor

LOS F Browning Way

LOS E Killebrew Road

C&B remainder of the corridor

#### o **Additional Road Network Improvements recommended by the TIS**

- Additional East Bound left Turn lane onto International Boulevard
- Traffic signals at Stones Manor, Browning Way, and Killebrew Road. It is anticipated that the addition of traffic signals will increase travel times along Rossview Road (after widening and full build-out of the MXU-PUD and the CMCSS school complex) but will also increase safety for turning maneuvers onto and off Rossview road. In order to maximize flow along the Rossview corridor, the County Highway Supervisor provided comments to prohibit traffic signals at individual subdivisions. TDOT is exploring traffic signals at Rollow Lane with the TDOT road widening project that would serve the greater County Road network.

#### o **Water and Sewer:** a statement from utility provider that they can service the development:

**Statement provided by Clarksville Gas and Water**

### Quantity of Open Space

#### Minimum 20% Open Space Required:

Yes, the 71 acres within the Recreation Preserve Use District, as well as other public greens and open spaces throughout the development exceed the minimum open space requirement.





### Preliminary Plan Requirements

a. Schematic Layout

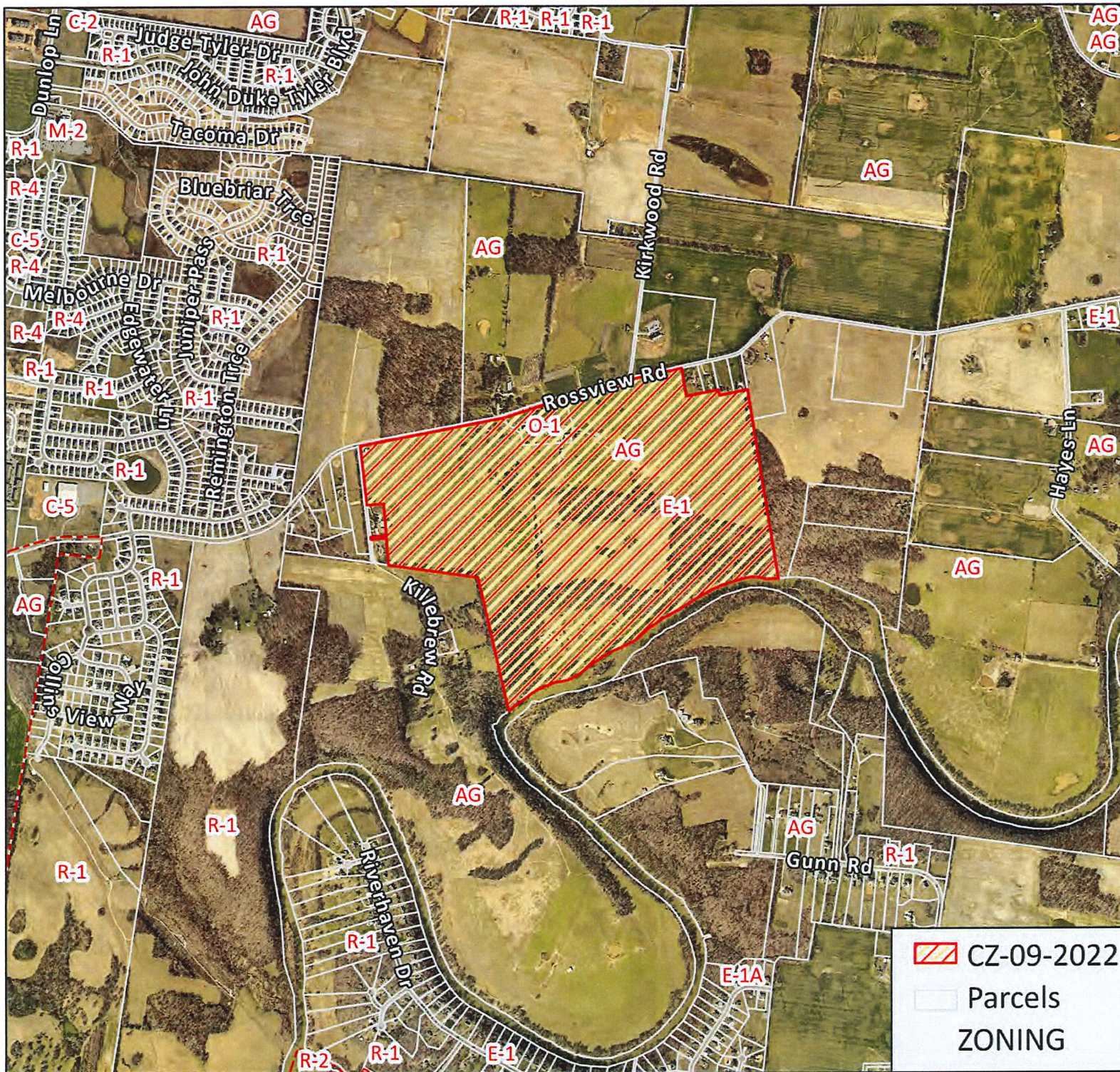
- Overall Gross Density of Schematic Plan: 4.5 dwelling units per acre provided
- Title Bar, Location, Scale, North Arrow, Designers, Land Owner: Provided
- Use Districts: [Provided Preliminary Plan page 6-14](#)
- Proposed Points of Access: [Provided Preliminary Plan page 16 and 17](#)
- Major Streets and Pedestrian Network: [Provided Preliminary Plan page 24](#)
- Surrounding Land Uses and Development: [Provided Preliminary Plan page 4](#)
- Perimeter Treatments: [Provided, but minimal in the Northeast corner by high-density residential district, Preliminary Plan page 4](#)
- Major Structures, Open Space, and Parking: [Provided Preliminary Plan page 4](#)
- Floodplains and Topography: [Preliminary Plan page 1](#)
- Existing Utilities and Major easements: [None shown](#)



b. Pattern Language

- General Description and Intent Statement: [Preliminary Plan Page 2](#)
- Existing Zoning: [Preliminary Plan Page 2](#)
- Statement of Present Ownership: [Preliminary Plan page 4](#)
- Statement of responsibility for drainage, open space, and road maintenance: [Per Email 4/21/2022](#)
- Use Districts Details: [Provided Preliminary Plan page 6-14](#)
  - Lot sizes min/max
  - Setbacks and BLDG Height
  - Density
  - Parking
  - Building Typology
- Perimeter and Transitions: [Preliminary Plan Page 4](#)
- Streets and Pedestrian Network Typology and Hierarchy: [Preliminary Plan Pages 18 – 23](#)

Staff Recommendation: [Approval](#)





 CZ-09-2022  
 Parcels  
 ZONING

**CZ-09-2022**

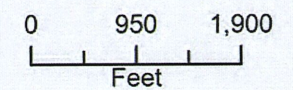
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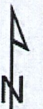
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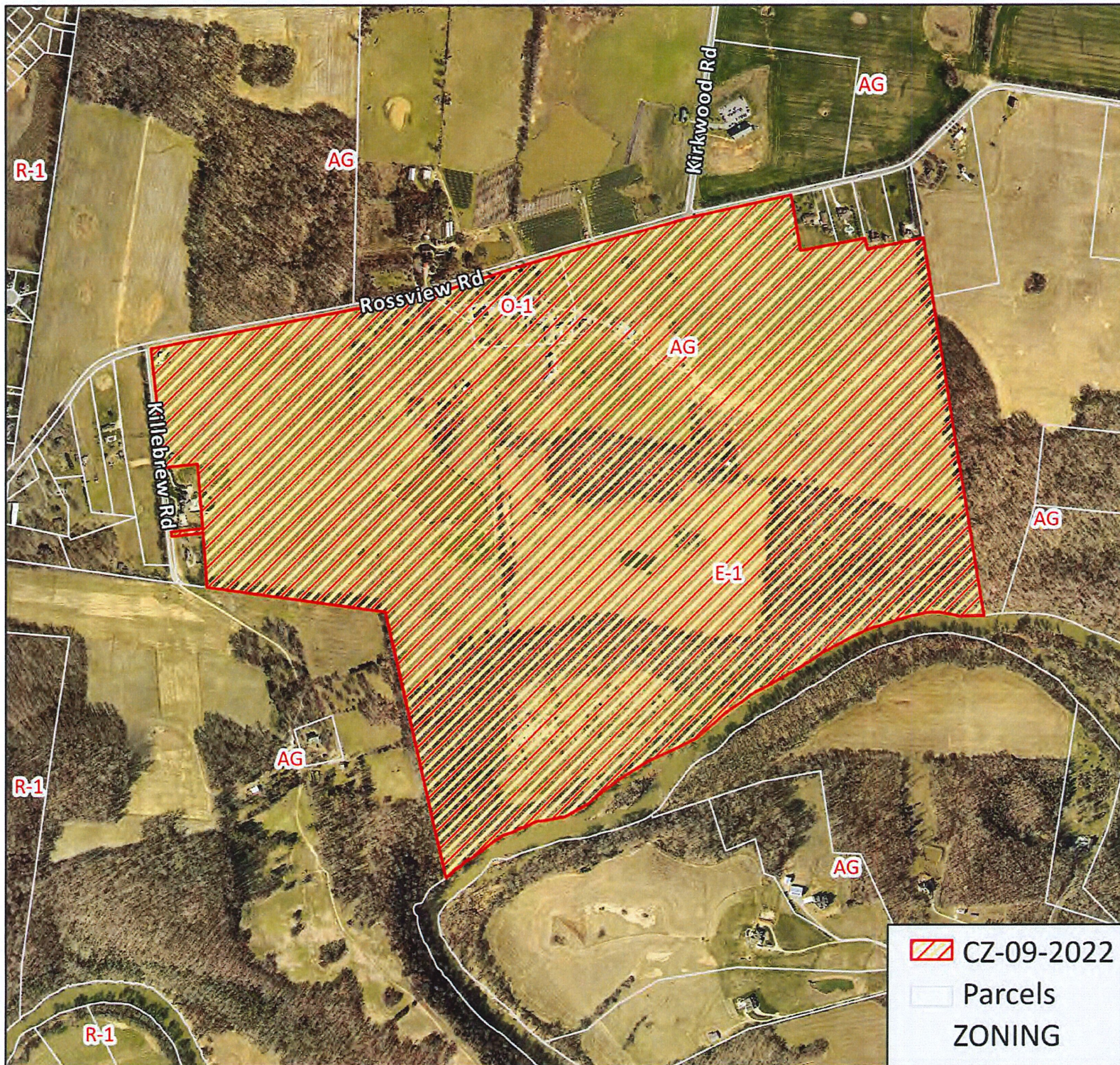
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**TO**

**MXU-PUD**

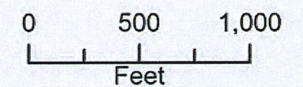
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
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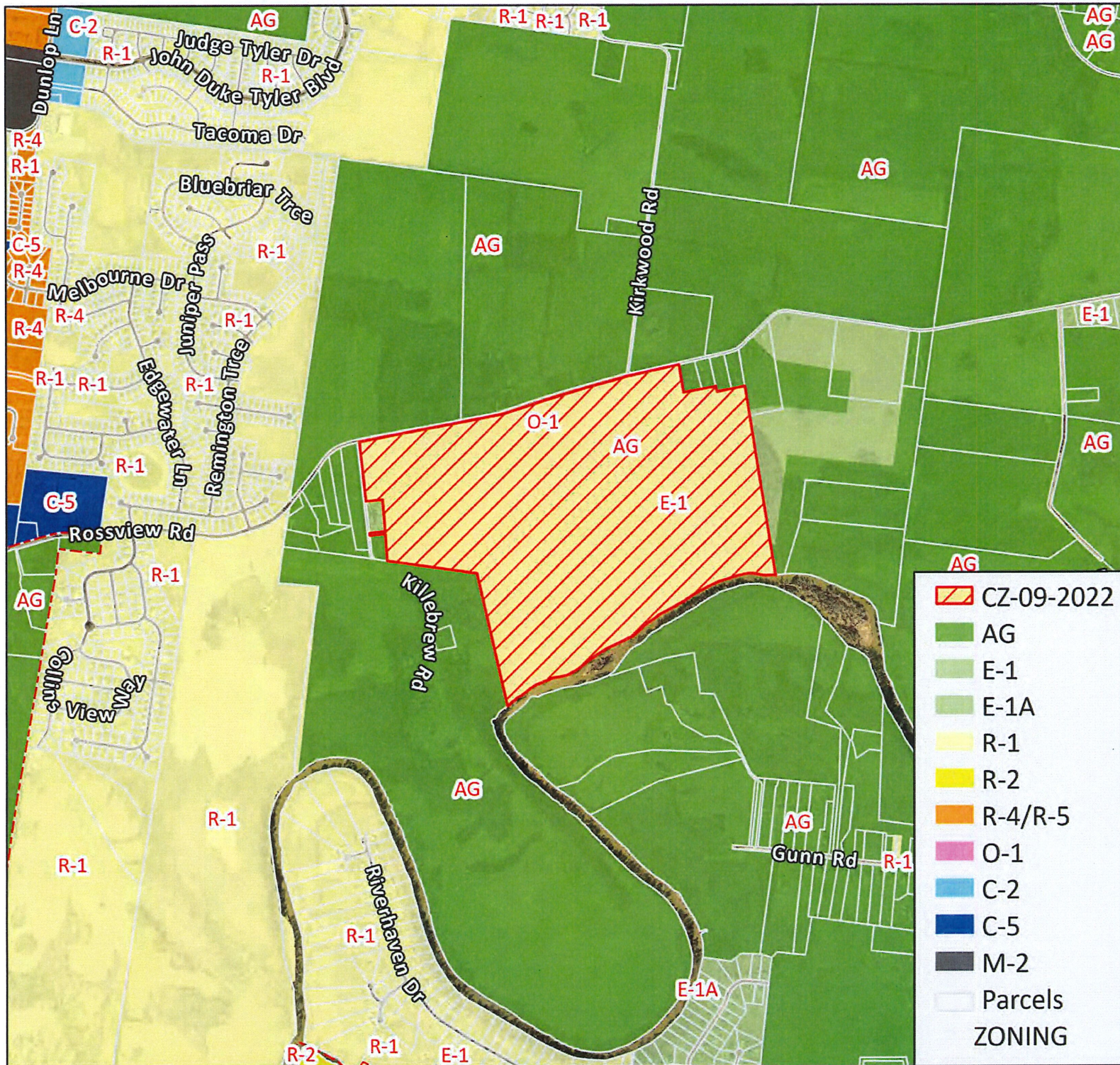


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 **Parcels**  
**ZONING**

3/29/2022





**CZ-09-2022**

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ROSSVIEW FARMS, LLC

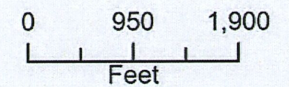
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**MXU-PUD**

**MAP & PARCEL**

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**ACRES +/-**  
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Scale: 1:20,000



3/29/2022



# KILLEBREW MASTER PLAN

**MIXED-USE COMMUNITY CENTERED DEVELOPMENT  
MONTGOMERY COUNTY, TENNESSEE**

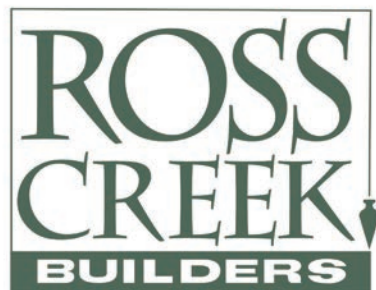




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P.O. Box 722  
Clarksville, TN 37041  
Phone: 931-648-1195



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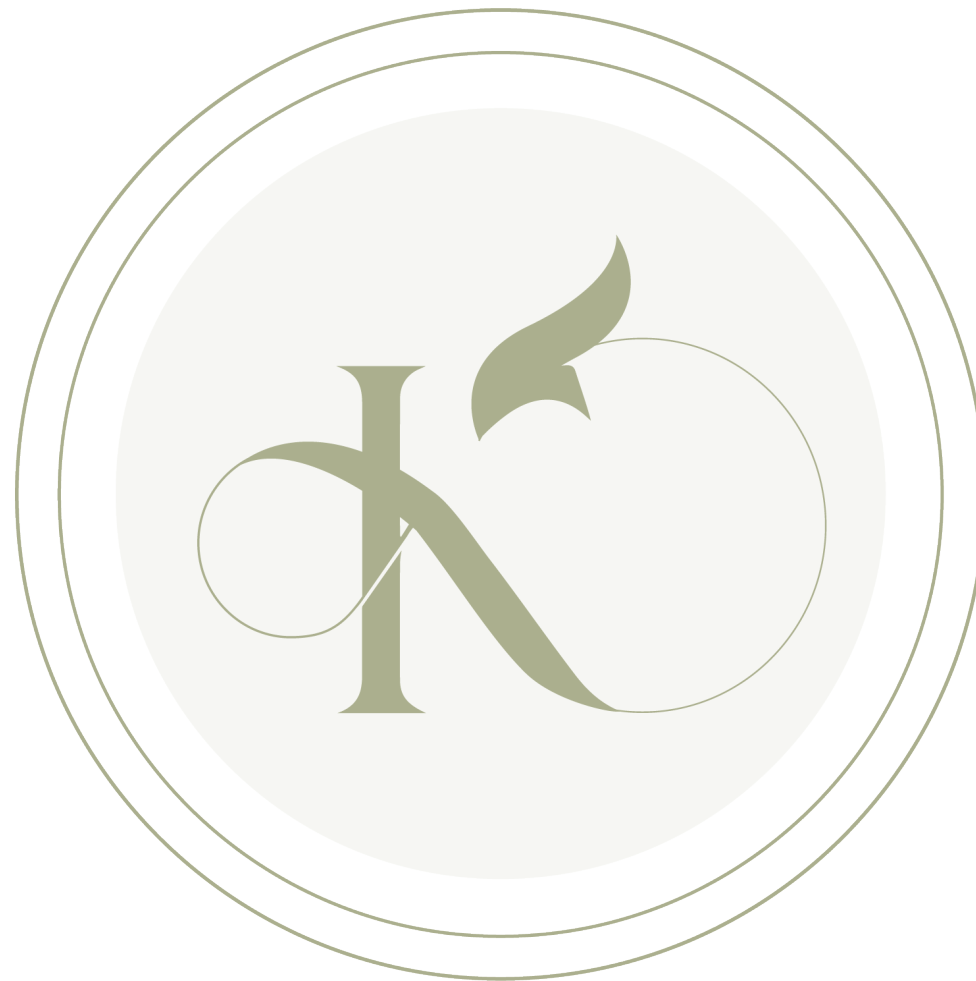
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# INTRODUCTION



# PROJECT DESCRIPTION AND DESIGN INTENT

## PLAN OVERVIEW

Killebrew is a mixed-use planned unit development located on Rossview Road in northeast Montgomery County, Tennessee. The property is less than two miles from Interstate 24 at Exit 8 and less than one mile from the city limits of Clarksville. The site's proximity, existing infrastructure, and planned traffic improvement of Rossview Road make the property well suited for mixed use. This document provides a vision for the future of Killebrew, a 307 acre mixed use community centered development.

## VISION & ANALYSIS

### Background

The project, along with the Kirkwood School Complex, is part of the developer's 423-acre master plan. The site has approximately 4,900 linear feet of road frontage on the south side of State Route 237 - Rossview Road and is bound

by Killebrew Road to the west, the Red River to the south, and the newest CMCSS Kirkwood school complex to the east. Since the mid-1800s, the property has been used for agriculture. The property is undulating and falls approximately 160 feet in elevation from Rossview Road to the Red River. There are 37 acres of flood plain located along the Red River.

Over the last 20 years, Montgomery County has seen tremendous population growth due to its geographic location to Nashville, Austin Peay State University, expanding industry, as well as Fort Campbell Military base. Current projections expect that growth to continue for the next 20 years. This continued growth presents a need to focus smart growth principles on new developments, such as Killebrew, that provide not only a place for people to live, but a community for families of all ages to live, work, play, learn and socialize.





# LOCATION AND CONTEXT

## Location

Killebrew is a mixed-use planned unit development located on Rossvie Road in northeast Montgomery County, Tennessee. The property is located less than two miles from Interstate 24 at Exit 8 and less than one mile from the city limits of Clarksville. The site is currently zoned a mix of AG Agriculture, E-1 Estate Residential, and O-1 Office. The property is defined in Montgomery County Tax Map 39 as Parcels 32.00 and 32.02 and totals 307.4 acres.

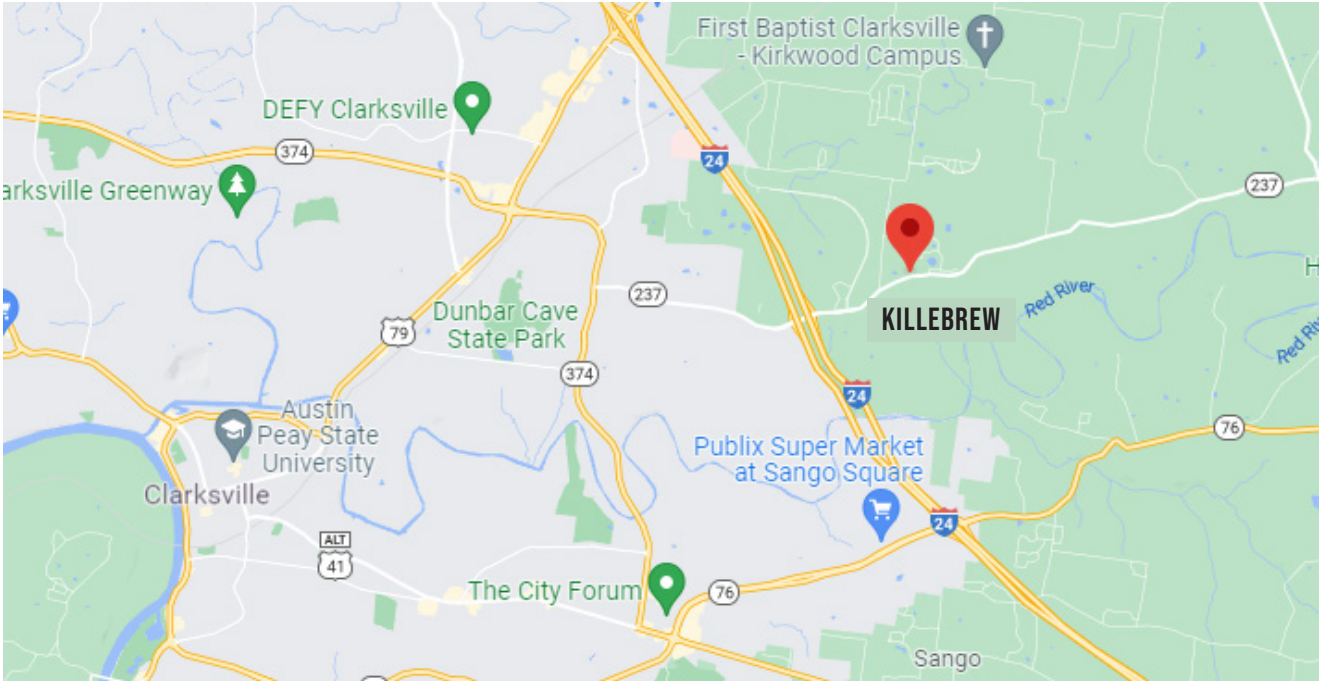
## Context

### Site Analysis

Conducting a site analysis is critical to understanding and shaping development possibilities, so that the Master Plan can factor the findings into the implementation. The site analysis includes a review of the overall site attributes with a focus on site access, topography, hydrology, zoning, viewsheds, plateaus and valleys, sinkholes and stormwater, sun-path and local wind direction and, utilities.

### Master Plan

The Master Plan was developed throughout a three-year-long process that included land planners, architects, geologists, landscape architects, market analysts, engineers, local leaders, and stake holders. Multiple week-long design charrettes provided creativity and direction for the project. Several case studies were also reviewed as a source of inspiration. Some of the case studies of note were Smyrna Market Village, Disney Springs, Celebration, Vickery Village, Serenbe, Crabapple, and Patrick Square.



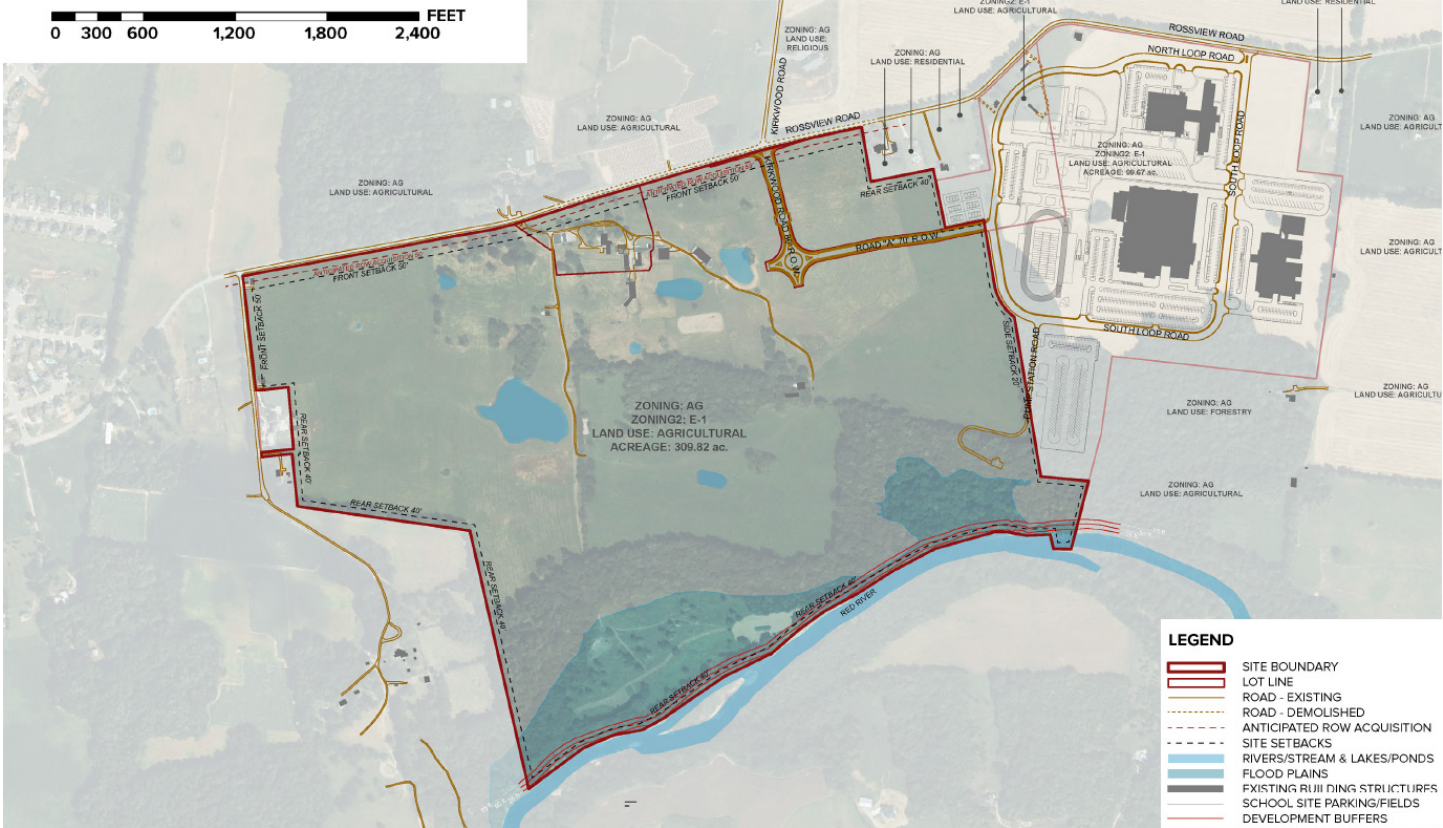


Site Analysis

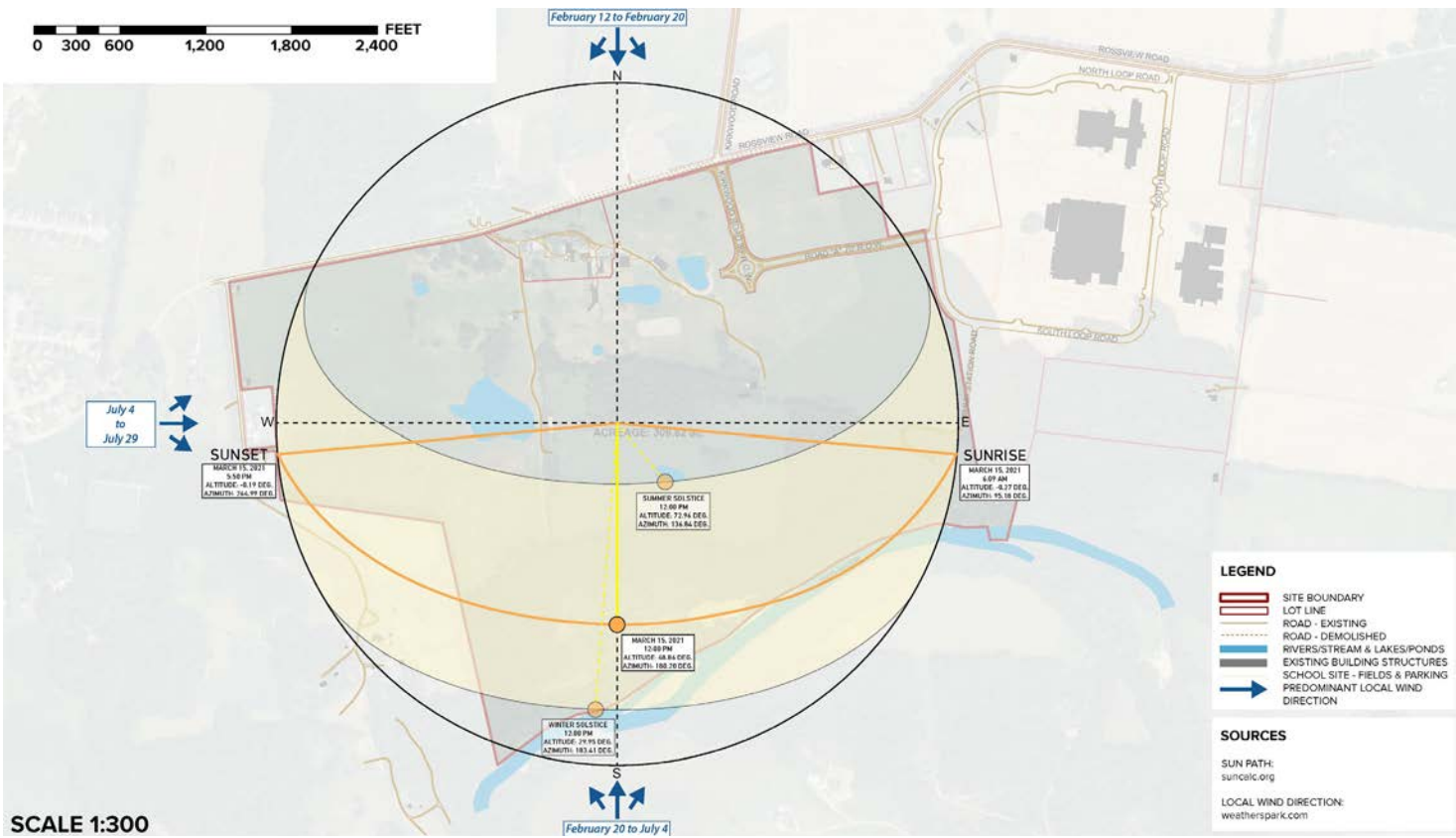
The following site characteristics were analyzed in developing the Master Plan:

- 1. Market Study
- 2. Zoning
- 3. Topography
- 4. Utilities
- 5. Road Infrastructure
- 6. View Sheds
- 7. Sun and Wind Analysis

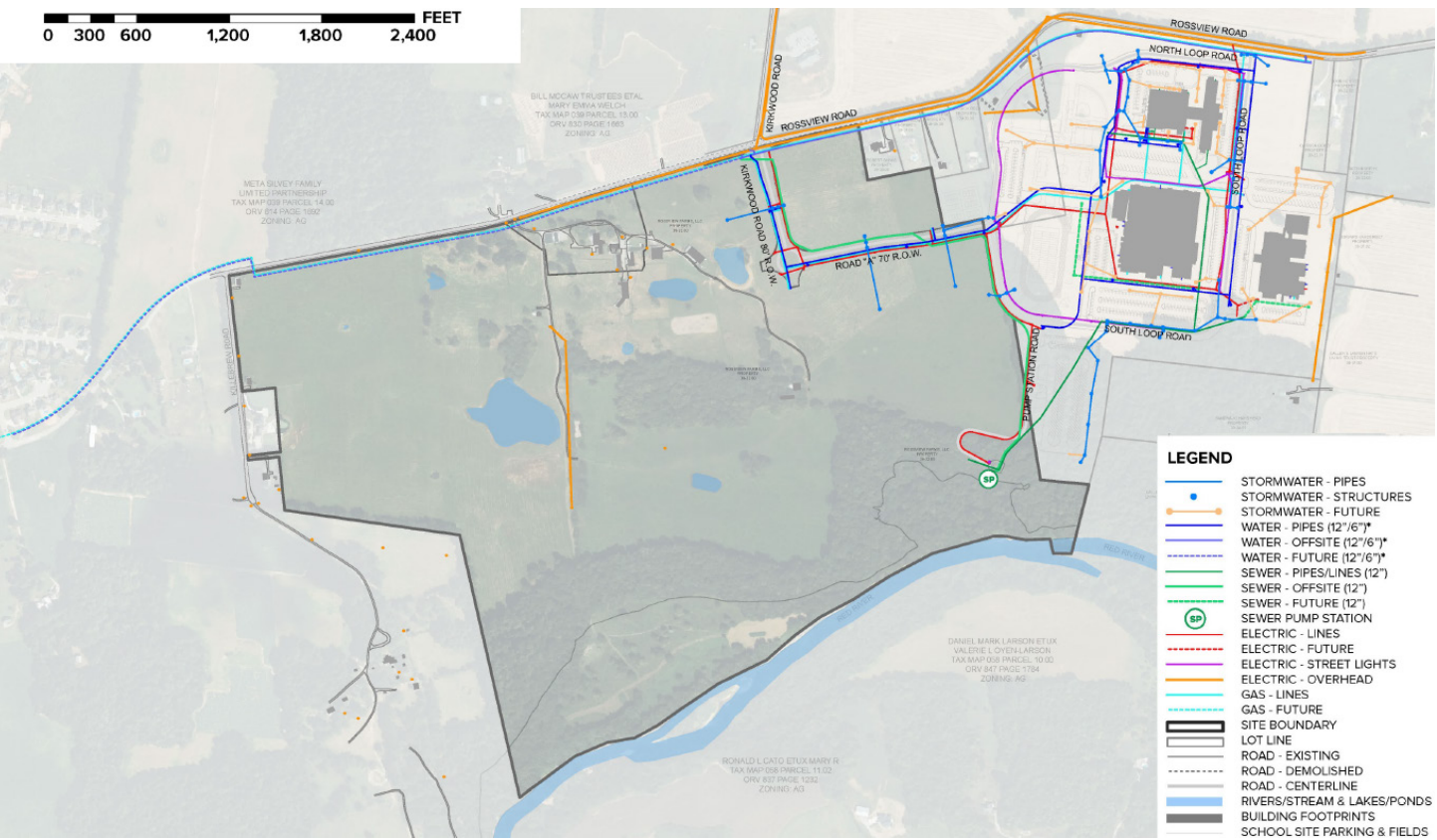
Natural features identified on the site that must be designed around include, 37 acres of floodplain, a large lake, a cave, sinkholes, steep slopes (greater than 20%). The existing house will be reconstructed to resemble the original, historic Killebrew house circa 1913.



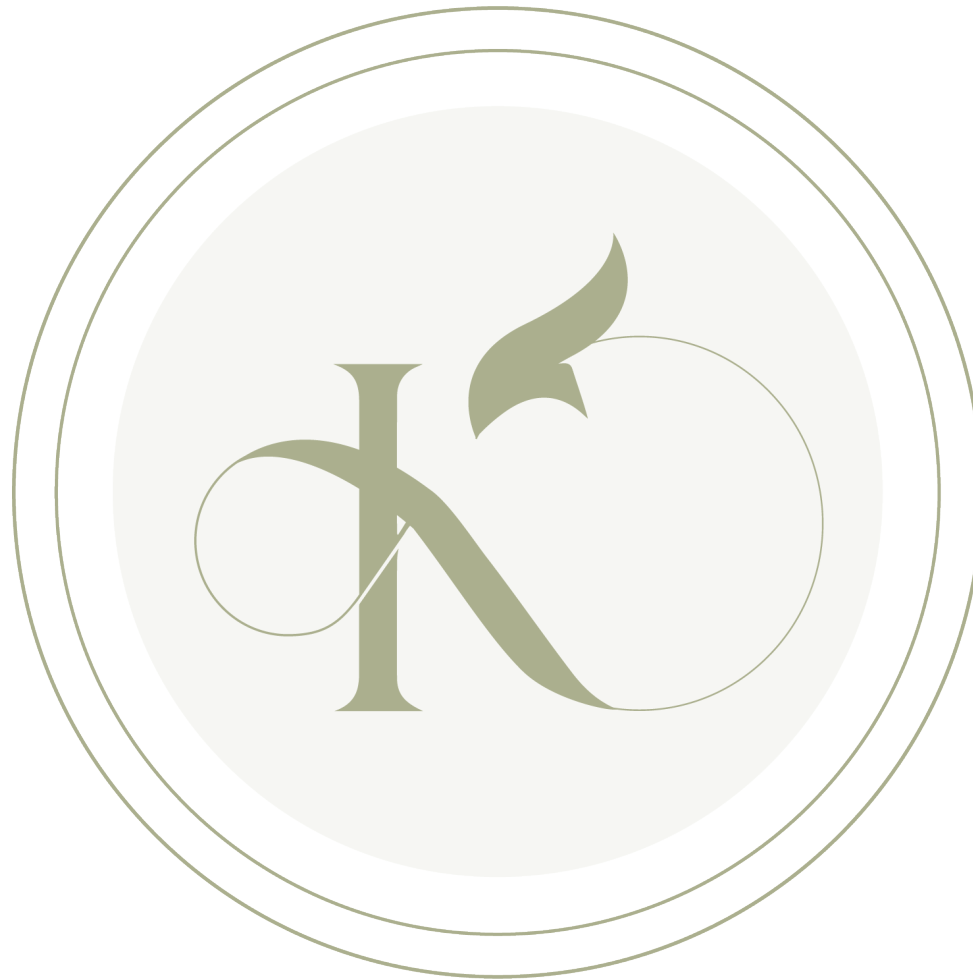
Zoning



Sun and Wind



Utilities



# MASTER PLAN



# ILLUSTRATIVE MASTER PLAN



## Description

Killebrew is a mixed-use planned development designed as a complete community; it is a place where people of all ages can live, work, learn and play.

An emphasis is placed on community and personal well-being. Key features of the development will include a Main Street, a village green, performing arts center, nature preserve, public and private education, health and wellness center, chapel, sports and entertainment complex, and residential.

Educational elements within the community include child care, early childhood education, public and private school options as well as post-secondary opportunities.

Residential options include single family homes, townhomes, apartments, and other live-work environments.

The property is fully owned by Rossview Farms, LLC. It is anticipated that the project will be constructed in several phases.

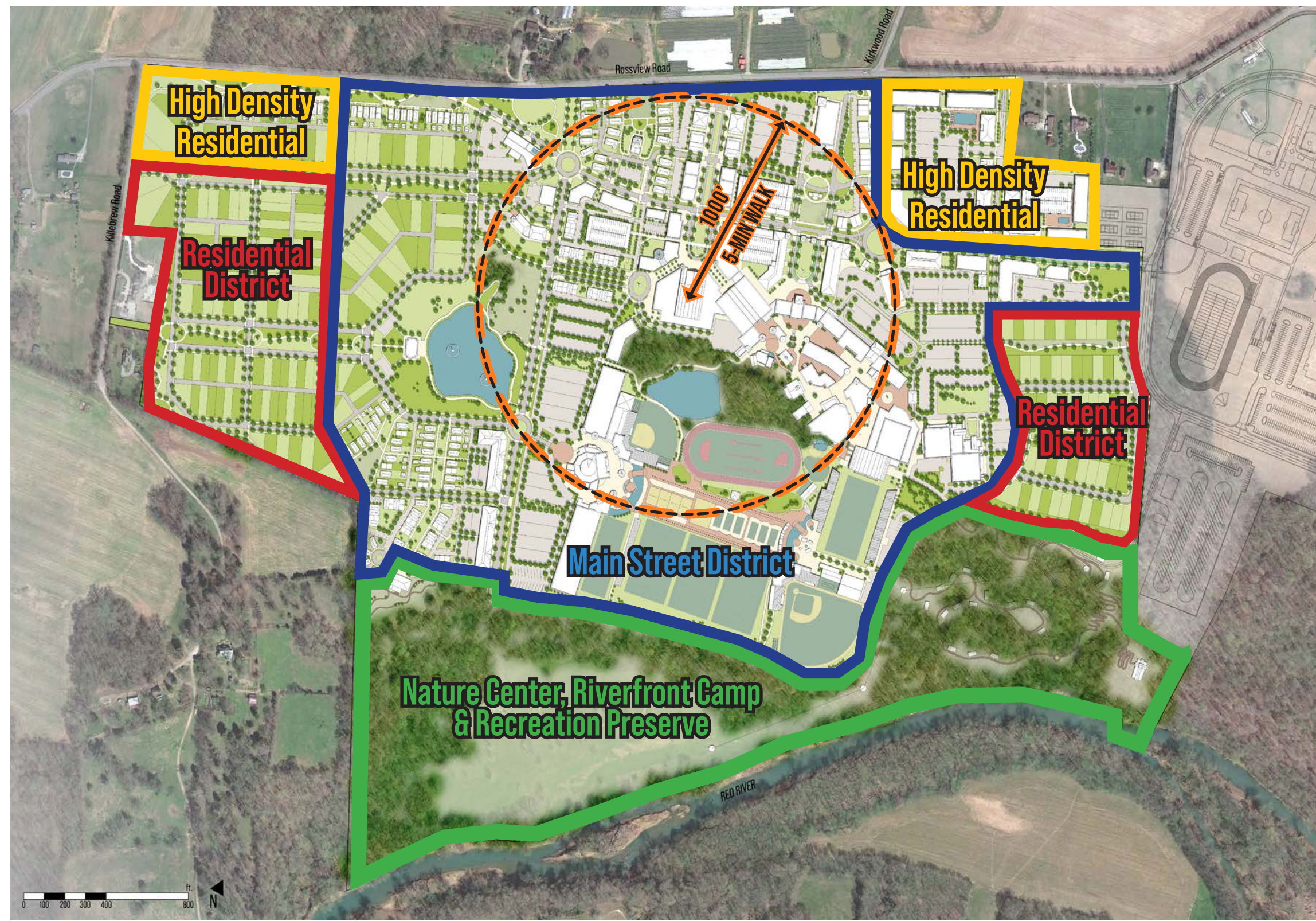


# AERIAL VIEW





# USE DISTRICTS



## Location

The plan is divided into 4 Use Districts which are described in detail on the following pages:

- Main Street District
- High Density Residential
- Residential District
- Nature Center, Riverfront Camp & Recreation Preserve



# MAIN STREET DISTRICT

The purpose of the Main Street District is to create retail, office, restaurants, education, entertainment and civic buildings in a homogeneous plan that is less automobile dependent and in close walking proximity to the residential and high residential districts.

**Allowed Uses:** single-family residential, museum, performing arts center, tourist home, apparel shop, art gallery, assembly/civic hall, ATM, bakery, barber/beauty shop, café/coffee shop, drug store, florist, gift shop, hotel/motel, dormitories, medical office, outpatient clinic, financial institution, leasing/sales office, professional/business office, seamstress/dressmaker/tailor, festival(temporary), vocational school, cultural center, religious institution, health club, childcare facility, restaurant, business school, college or university, elementary/middle/high school, recreation center, park & playground, sports and entertainment stadium, grocery store/supermarket, pharmacy, retail, hardware/home improvement sales, residential flats and condos, townhomes, brownstones, parking (commercial), photographic studio, studio (art, dance, music, health, massage), theater (indoor), library, multi-family residential, personal care services, assisted living facility, medical laboratory, antique shop, cell phone sales/service, furniture/appliance store, jewelry store, meat/fish market, multi-media production, personal services establishment, print/copy shop, micro-brewery, bowling alley, commercial amusement (indoor and outdoor), emergency services, maintenance building. Home occupations may be allowed when approved by Design Review Committee and Montgomery County Board of Zoning Appeals, as applicable.

**Approximate District Size:** 152.03 acres +/-

**Number of Residential Units:** 483\*

**Gross Density:** 3.18 units per acre

**Minimum Lot Size:** no minimum

**Min. Front Yard:** 40' along Rossvie Rd ; 10' along other roads

**Building Separation:** 5' for 1- and 2- story structures. 8' for 3-story structures, 20' for 4-story structures. 0' for attached townhomes, 0 Lot line on all buildings fronting N/S Main Street and E/W Main Street.

**Min. Rear Yard:** 10'

**Maximum Building Height:** 4 stories

**Parking Requirements:** Parking shall meet the requirements of the "Standards & Procedures for Mixed-Use Planned Unit Developments."



**\*Note:** Dormitories are not included in the number of residential units.





Killebrew House Front Facade pre-1962



Killebrew House Front Facade post-1962



Killebrew House Proposed Restoration











# MULTI-FAMILY/ HIGH-DENSITY RESIDENTIAL

The High-Density Residential District is intended to promote and encourage the establishment and maintenance of multi-family residences and townhomes. The district is designed to be within walking distance of the Main Street District and community amenities.

**Allowed Uses:** multi-family residential, townhomes

**Approximate District Size:** 27.64 acres +/-

**Number of Residential Units:** 691

**Gross Density:** 25.00 units per acre

**Minimum Lot Size:** no minimum

**Min. Front Yard:** 40' along Rossvie Rd ; 10' along other roads

**Building Separation:** 10' for 2-story structures, 16' for 3-story structures, 20' for 4-story structures

**Min. Rear Yard:** 25' along overall property perimeter

**Maximum Building Height:** 4 stories

**Parking Requirements:** Parking shall meet the requirements of the "Standards & Procedures for Mixed-Use Planned Unit Developments."









# RESIDENTIAL DISTRICT

The residential district is intended for single-family residences and townhomes. Design emphasis is placed on pedestrian friendly street sections with large sidewalks and walking paths. The residential district is designed to be within walking distance of the Main Street District and community amenities.

**Allowed Uses:** single-family residential, townhomes, restaurant (dine-in), maintenance buildings

**Approximate District Size:** 56.73 acres +/-

**Number of Residential Units:** 204

**Gross Density:** 3.59 units per acre

**Minimum Lot Size:** 2,500 S.F.

**Min. Front Yard:** 10'

**Min. Side Yard:** 5' for 1- and 2- story structures. 8' for 3-story structures

**Min. Rear Yard:** 10'

**Maximum Building Height:** 3 stories

**Parking Requirements:** Parking shall meet the requirements of the "Standards & Procedures for Mixed-Use Planned Unit Developments."





# NATURE CENTER, RIVERFRONT CAMP, AND RECREATION PRESERVE

**Allowed Uses:** recreation center, riding academy/stables, maintenance buildings, religious institution, health club, park & playground, private recreational facility

**Approximate District Size:** 71.00 acres +/-

**Number of Residential Units:** 0

**Gross Density:** n/a

**Minimum Lot Size:** no minimum

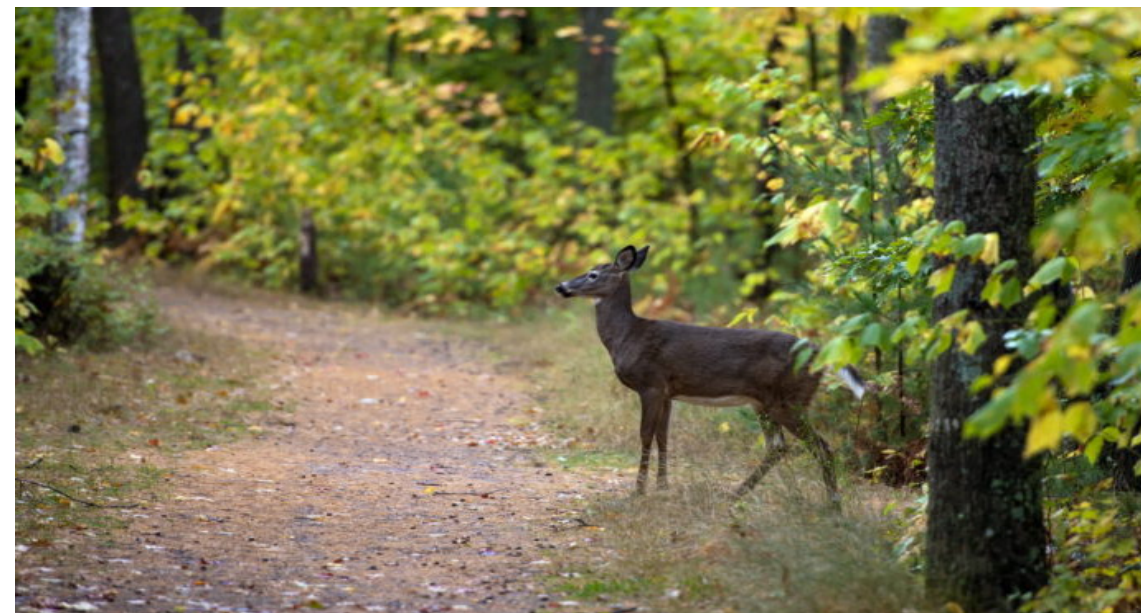
**Min. Front Yard:** 10'

**Min. Side Yard:** 5' for 1- and 2- story structures. 8' for 3-story structures, 0' for attached townhomes

**Min. Rear Yard:** 10'

**Maximum Building Height:** 3 stories in exception for ziplining and lookout towers

**Parking Requirements:** Parking shall meet the requirements of the "Standards & Procedures for Mixed-Use Planned Unit Developments."









# STREET NETWORK

## Street Hierarchy Map

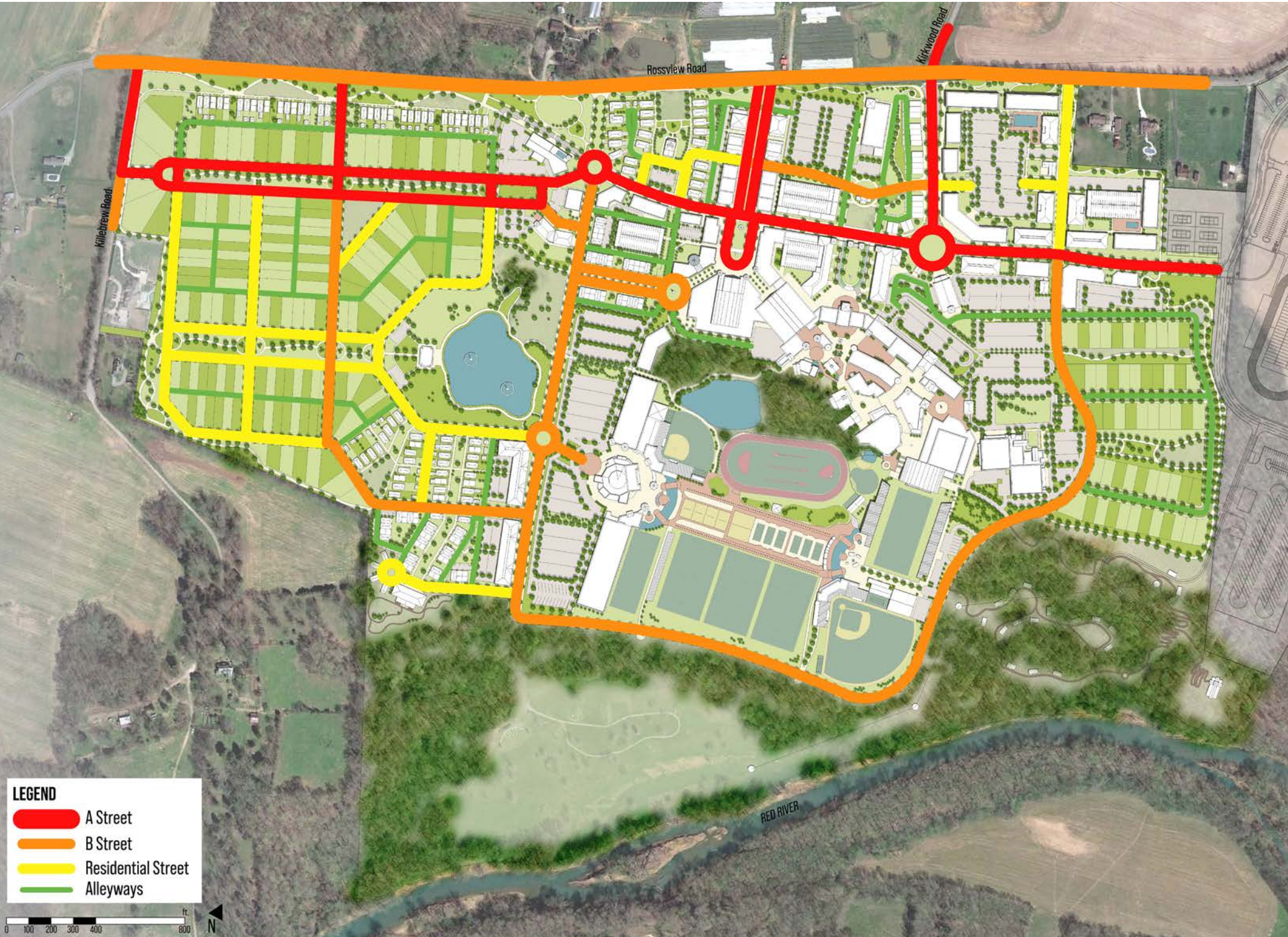
The map classifies the streets into four types:

**A Streets:** These are the main streets and connections that are designed to be more pedestrian-friendly. The Kirkwood extension and its connection to the public school facility to the east is also included in this category. These are higher traffic roads but pedestrian-friendly design and features are equally important since they connect the high density residential uses to the rest of the development.

**B Streets:** This category includes the main thoroughfare (Rossvie Road) and streets that act more as connections than destinations. This category includes the drop-offs west of the Performing Arts Center and at the sports promenade.

**Residential Streets:** These, as the name indicates, are slower streets that move traffic through the residential areas.

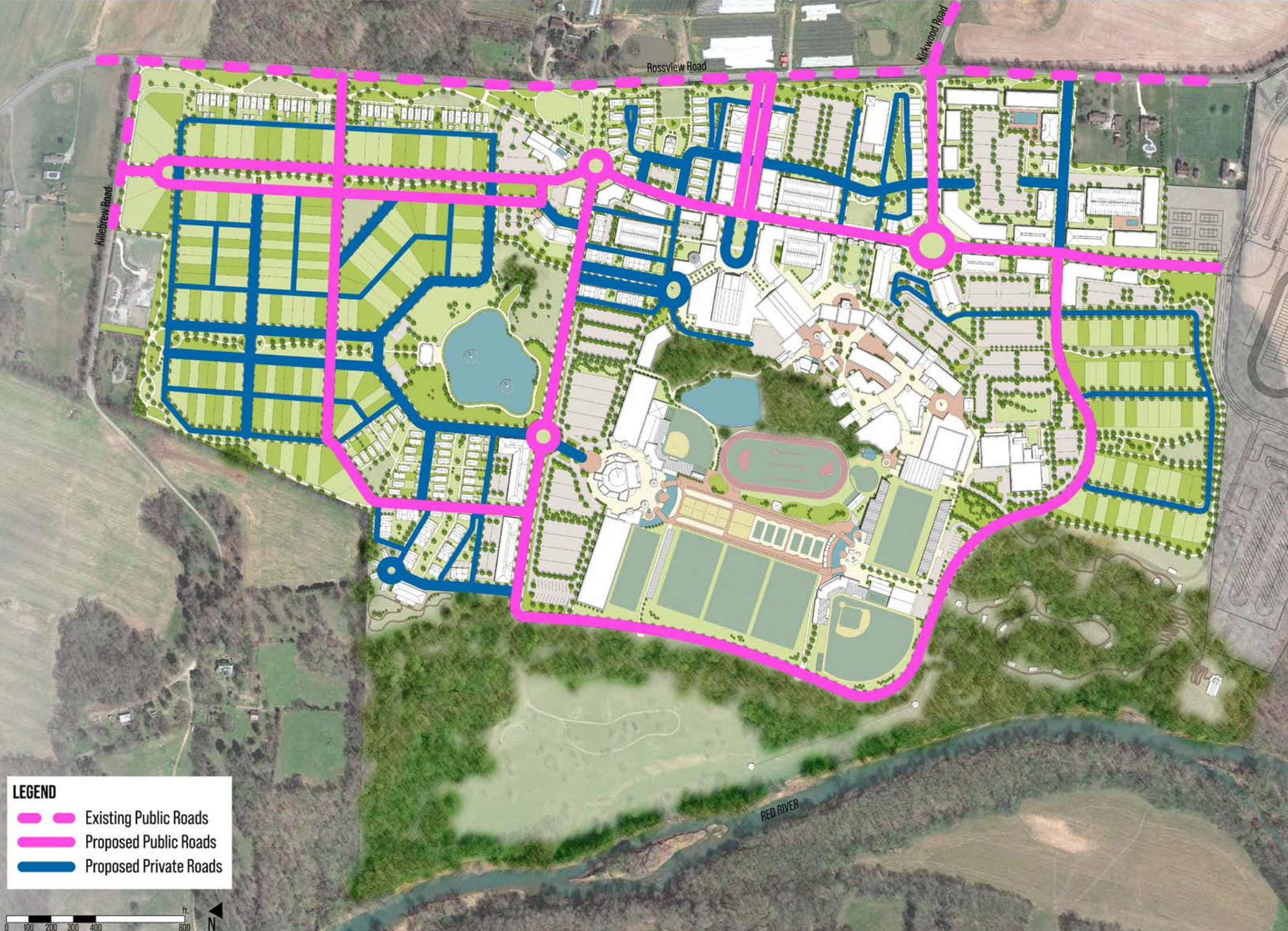
**Alleyways:** This category consists of service roads. They have access to residential garages and are used by utility and service trucks (garbage collection, delivery, etc.), as needed. This layer of network allows for less curb cuts along the Residential Streets for a safer pedestrian environment.





# ROADWAY OWNERSHIP

The roadway network within Killebrew will be a mix of public and privately maintained roads. Main collector roads, shown here in purple, will be maintained by Montgomery County Highway Department. Local roads, shown in blue, will be privately maintained by the Killebrew Property Owner’s Association.





# STREET SECTIONS

The **North-South Main Street** provides for 10' wide supplemental zones along the buildings for restaurants and commercial spaces to spill out. This area can be used for outdoor seating and temporary displays. Supplemental zones such as these proved to be very useful for business resiliency during the recent pandemic.

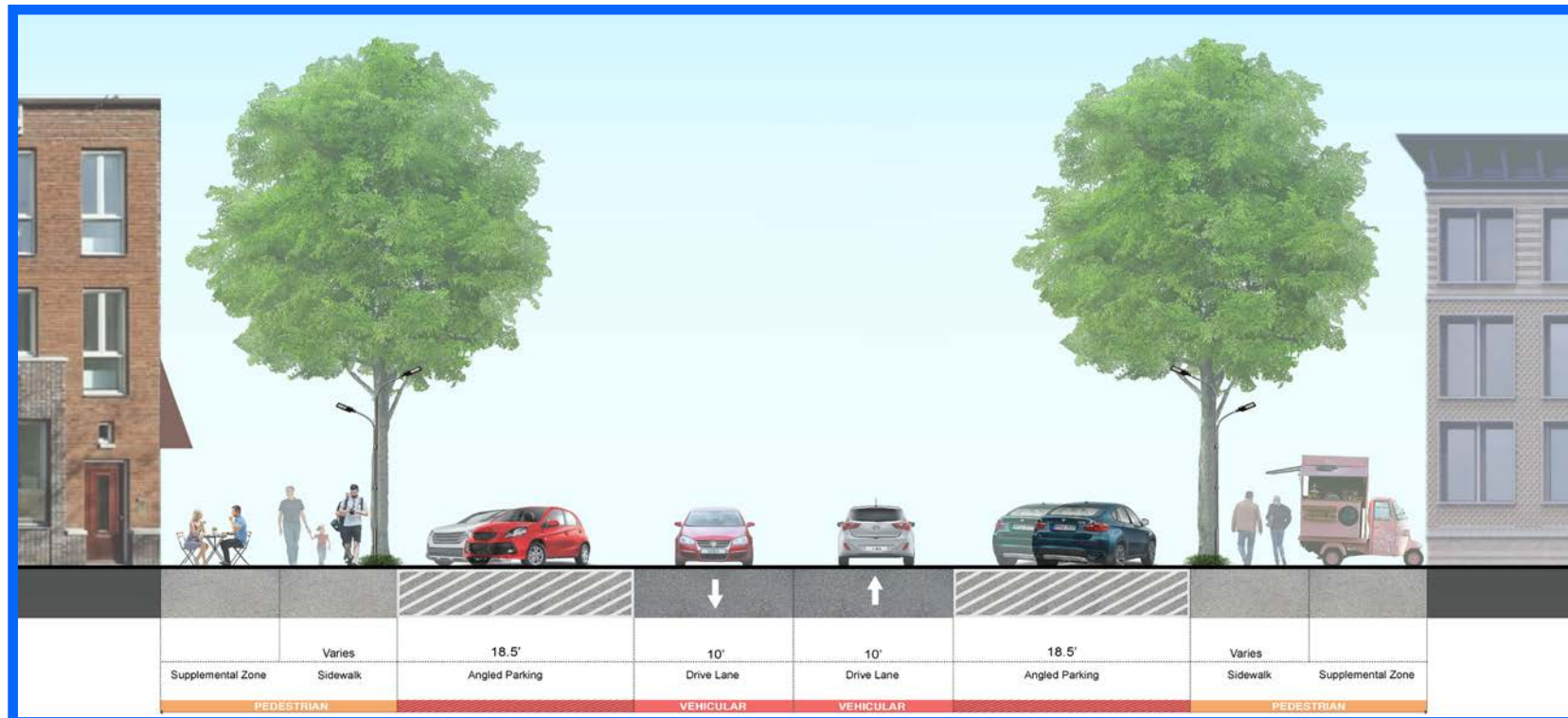
The wide sidewalks are protected from the vehicles by a landscape buffer and the street parking. The landscape buffer bulbs out at intervals to create a more comprehensive tree canopy.

The **East-West Main Street** connecting the two traffic circles follows the same idea of landscape buffers and bulb-outs to break the continuous barrage of street parking. Unlike the North-South Main Street, this street does not have a median. This street makes use of shared bike lanes for traffic calming and creation of slow moving, pedestrian-friendly environment.

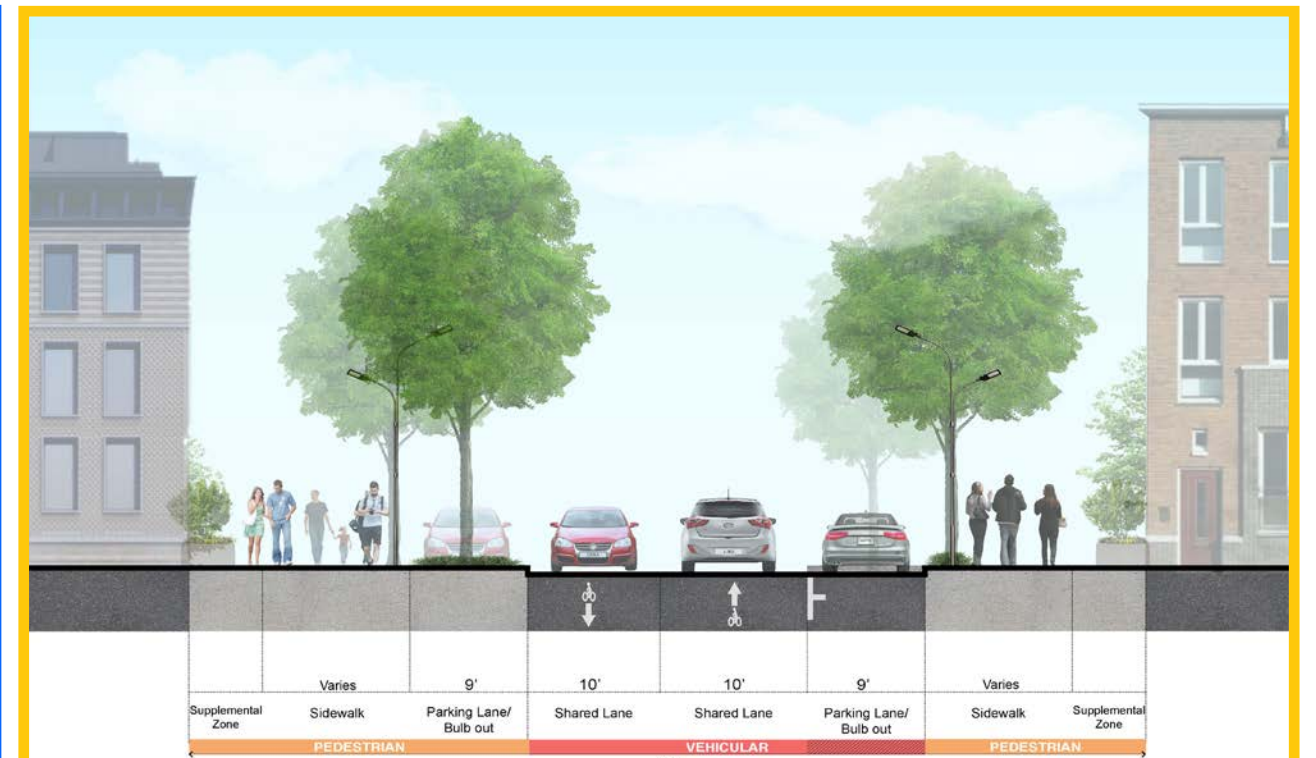
The **North-South Main Street at the Village Green** looks like this. With 10' supplemental zones and wider (10') sidewalks, people are encouraged to walk along the development, enjoying the different services this mixed-use area provides. Separated from the pedestrians by landscape buffer and angled parking, the cars make a one way loop around the Village Green. The Village Green itself is a 65' wide open greenspace that can be used for a variety of community activities. It's human scale with three story buildings on either sides makes the experience more intimate.



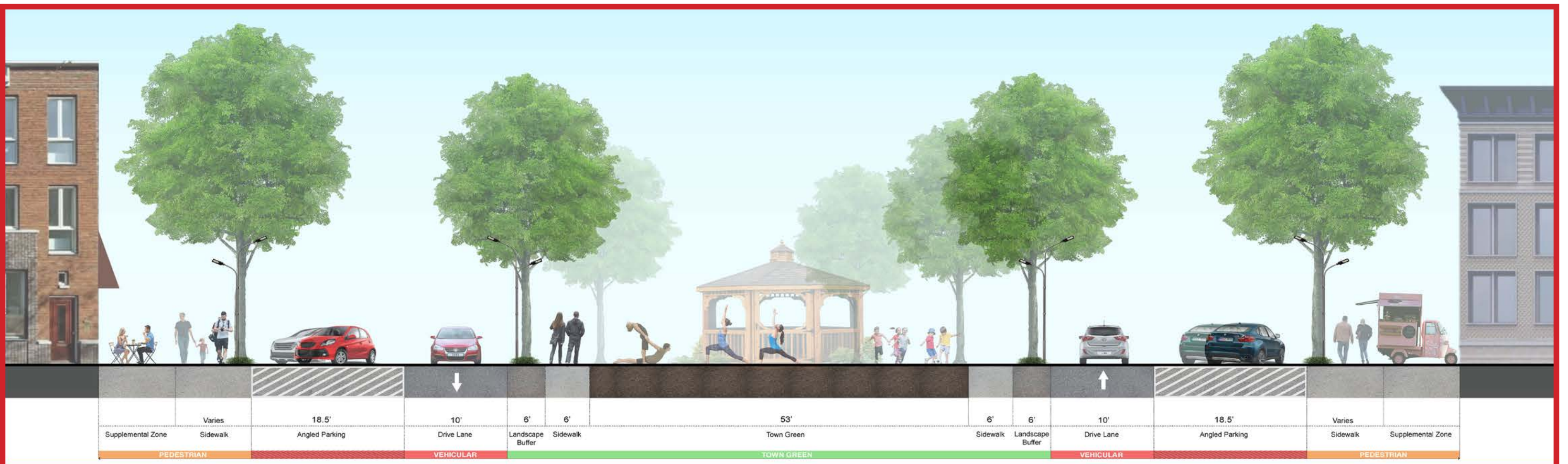




The North-South Main Street



The East-West Main Street



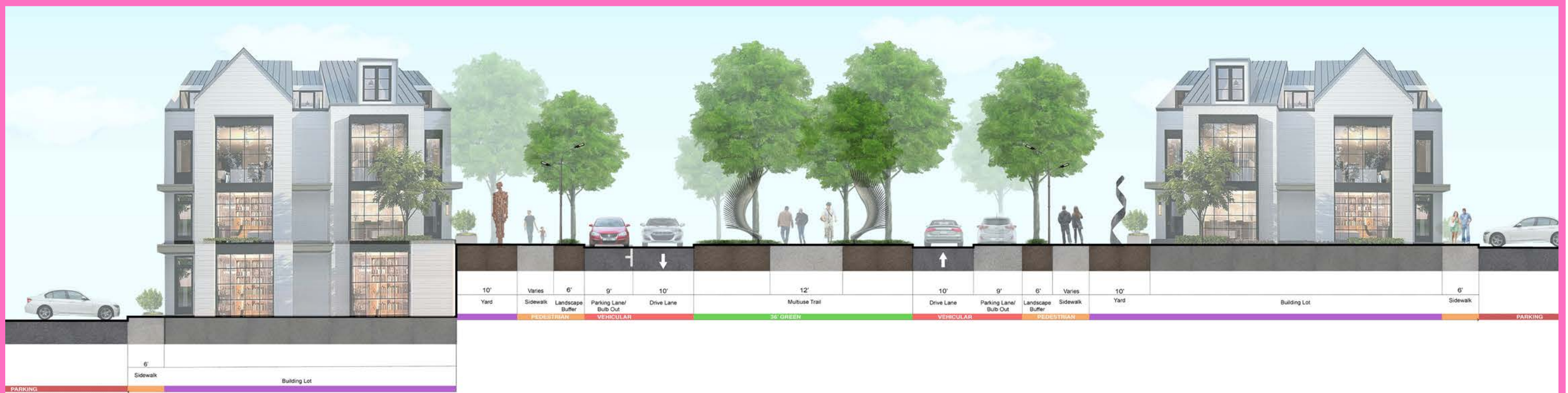
The North-South Main Street at the Village Green



# STREET SECTIONS

This portion of the Main Street District provides 10' wide yards along residences and artist work spaces to allow for them to spill out. This area can be used for outdoor art work, demonstrations and displays. This section features one-way roads, and a 12' multi-use trail for the use of pedestrians, and cyclists alike. 6' landscape buffers also allow for a pleasant pedestrian experience along buildings.

As the terrain drops going south, the residences on that side of the road have the ability to be four storied with the extra story accessible from the back.



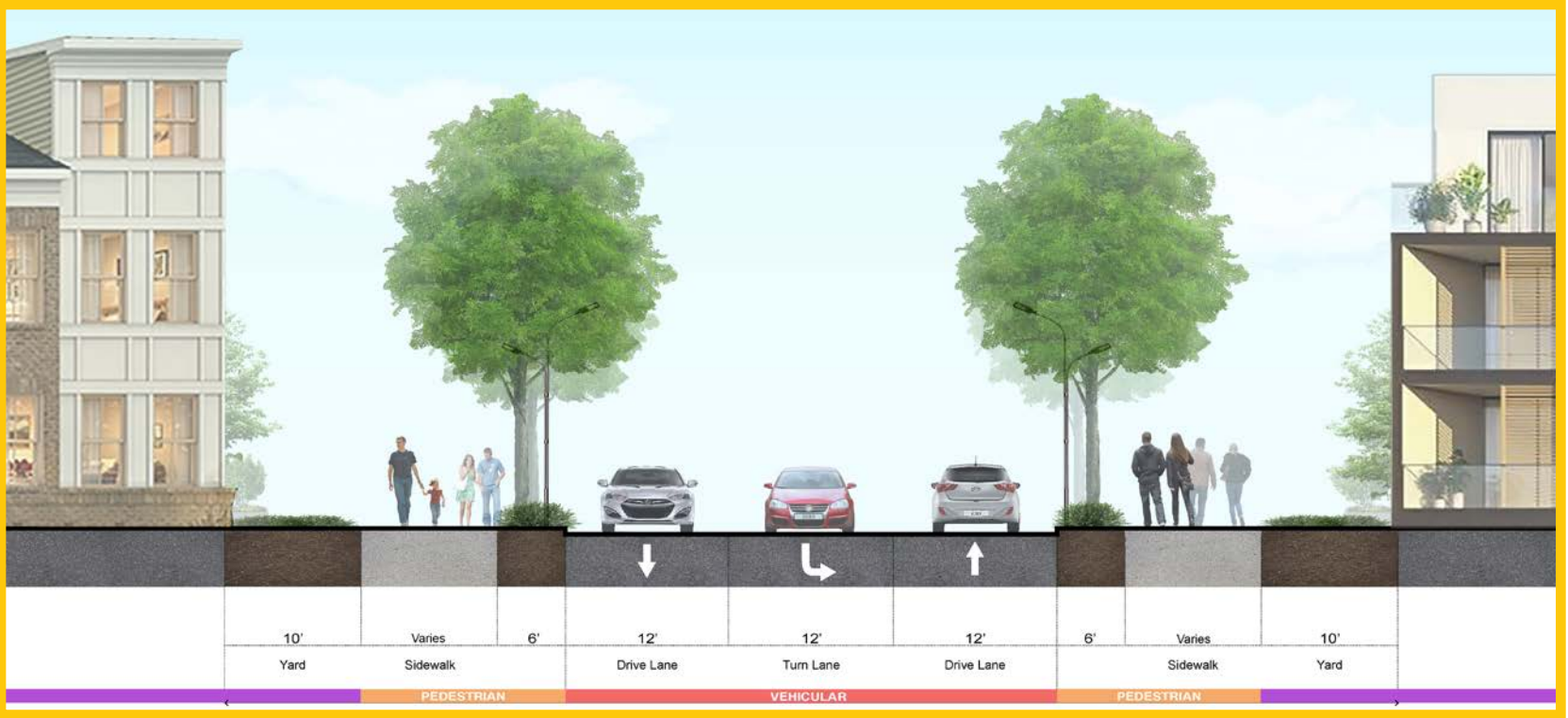
Artist Row



# STREET SECTIONS

Kirkwood Road serves as one of the main connections to the public school to the east of Killebrew. Even though the street is designed to move the traffic quickly, the pedestrian areas are designed to be safe and welcoming with enough separation from the vehicular traffic.

This area features 10’ yards, and large 10’ side walks protected by a 5’ foot buffer, to enhance the pedestrian experience throughout the area.



Kirkwood Road



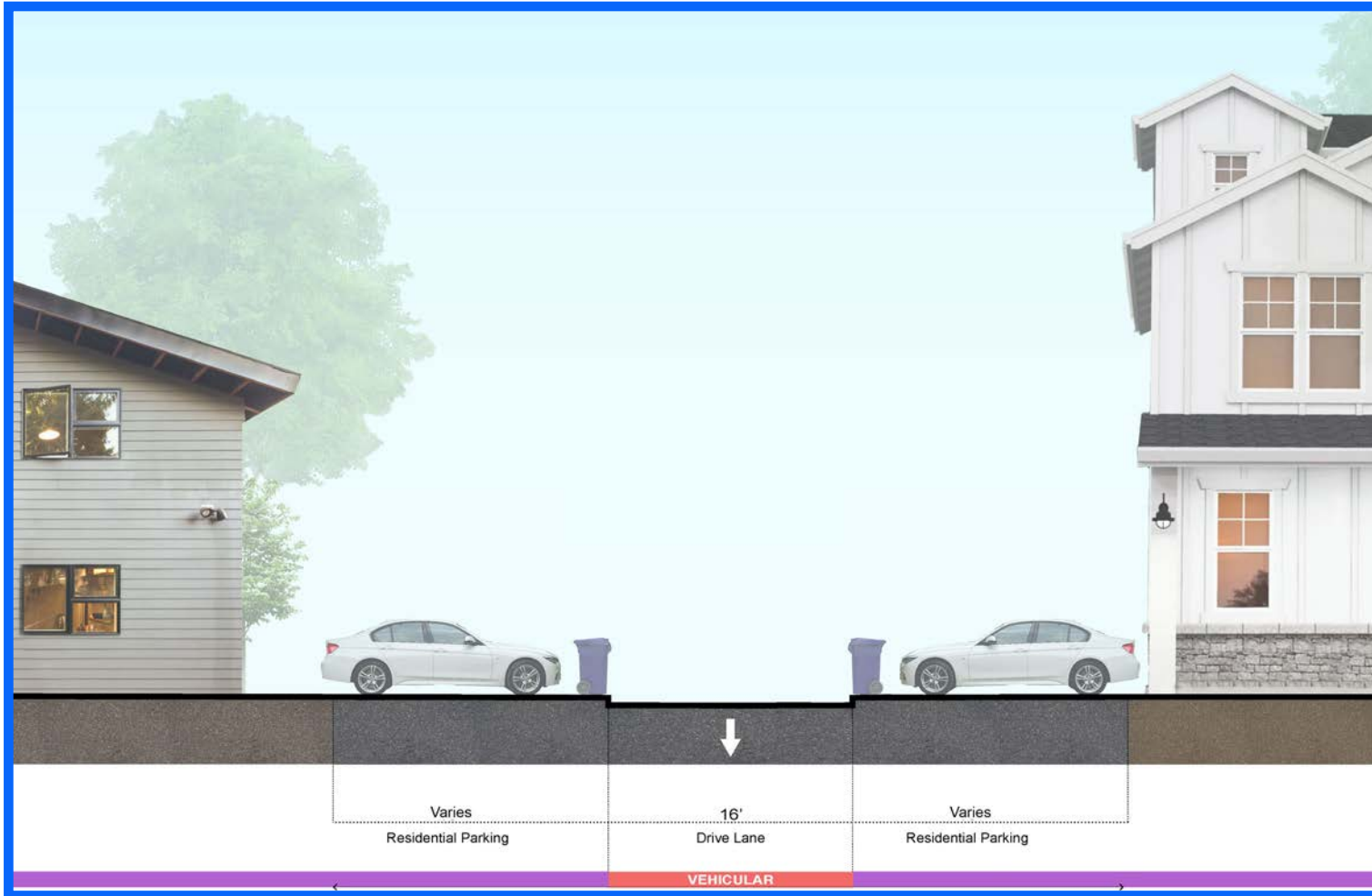
# STREET SECTIONS

Alleyways provide for service roads for commercial vehicles throughout the district, as well rear parking access for residential uses. The alleyway is typically a 16' slow one way drive with possibility of parallel parking along it during events and residential parking spaces directly along its sides. The section shows a combination of both parallel and perpendicular parking with residential buildings, garage structures, or accessory dwelling units backing them along the rear boundary of the lot.

Typical residential main street features a one-way street loop, as well as large 10' to 30' yards fronting the single family homes in the area. The district also features a large greenspace in the middle that houses the 12' multi-use trail than can be used by both pedestrians and cyclists. These linear greenspaces and trails connect the local residents to rest of the development and allows use of alternative commute options. The 16' drive lanes allow for easy pick-ups and drop-offs and any emergency stops.







Alleyways



Typical Residential Main Street

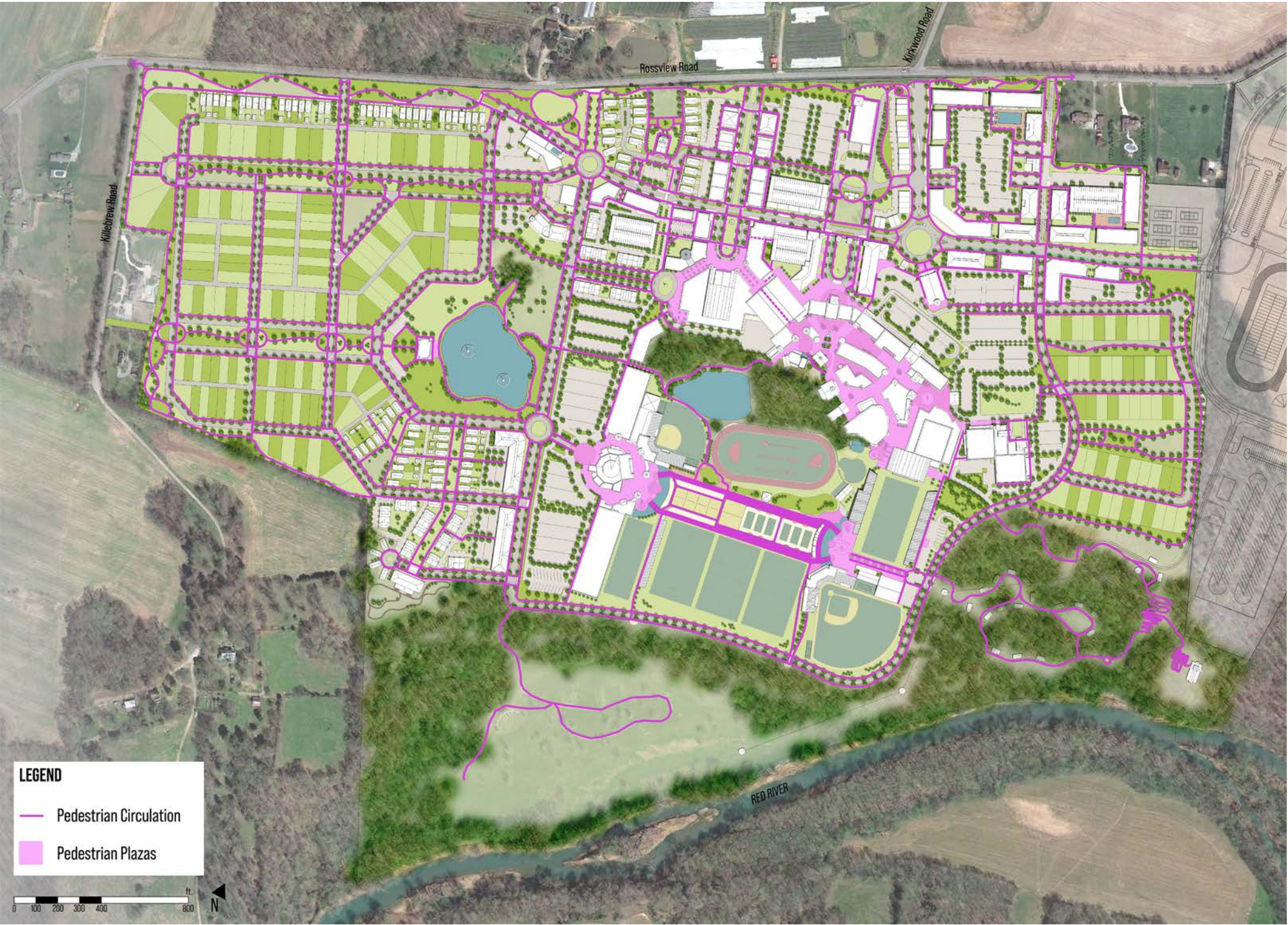


# PEDESTRIAN CIRCULATION AND PLAZAS MAP

The adjoining map marks out every pedestrian sidewalk, walkway, and trail proposed in the conceptual master plan. This shows how well connected the plan is designed to be with pedestrian plazas and gathering places located closer to the mixed-use area.

The plaza along the Performing Arts Center becomes the nexus of all the community with a walkable scale, connecting vistas, and the village green.

The plaza at the west and east of the sports promenade beckons to the pedestrian friendly vibe of the sports and entertainment complex. The plaza to the west particularly is along the periphery of a commercial/restaurant use to provide an Americana feel for the pedestrians.





# GREENSPACE MAP

This map delineates the different greenspaces in the master plan project. About 35 to 40% of the 307 acres are some form of greenspace. The greenspaces are divided into the following categories.

**Usable Greenspaces:** These include the parks, median, and other green spaces that can function as gathering spaces and can be used for activities. This category also includes the linear greenspaces along the vast trail network running through and around the development.

**Athletic Fields:** This category includes the sports fields along the pedestrian promenade to the south.

**Green Buffer:** Owing to the undulating terrain of the site and the overall drop of about 20 to 30 ft., the master plan divides the development and usable green and public spaces in more or less three levels. The green buffer delineated in dark green marks the steep drops and forest areas that bound these usable or developable spaces.





# MULTI-USE TRAILS & BIKE CIRCULATION MAP

The conceptual master plan makes use of a well connected network of multi-use pathways to provide alternative options to move around the site area.

**Urban Trail Network:** Urban trails connect all four corners of the development with main east-west connections along Rossvie Road and through the village green. These multi-use pathways are 12’ wide to accommodate for pedestrians and bikes.

**Limited Access Trail Network:** Limited Access marks the areas that are part of the sports and entertainment complex, or the camp area to the southeast.

**Bike Lanes:** The bikes can use the Urban Trails that sprawl all over the development. In order to slow the traffic down and create a more intimate street environment with less asphalt, the town center area (area between the Performing Arts Center and Rossvie Road) makes use of shared or dedicated bike lanes along main streets.

**Trail Street Crossings:** These may be raised in some areas to provide more safety and better visibility.





# PHASE I MAP: DEVELOPMENT AND ROADS

Phase I for the project potentially includes the the traffic circle, east-west and north-south main streets, part of the loop road till the sports promenade access, and the drop-off network north (village green) and west of Performing Arts Center.

The potential Phase I development is illustrated on the map shown on this page. This is based on the idea of creating enough synergy and sense of place to catalyze the full development. However, this is contingent on getting the right tenants at the right time.





# PARKING MAP: FULL BUILD-OUT

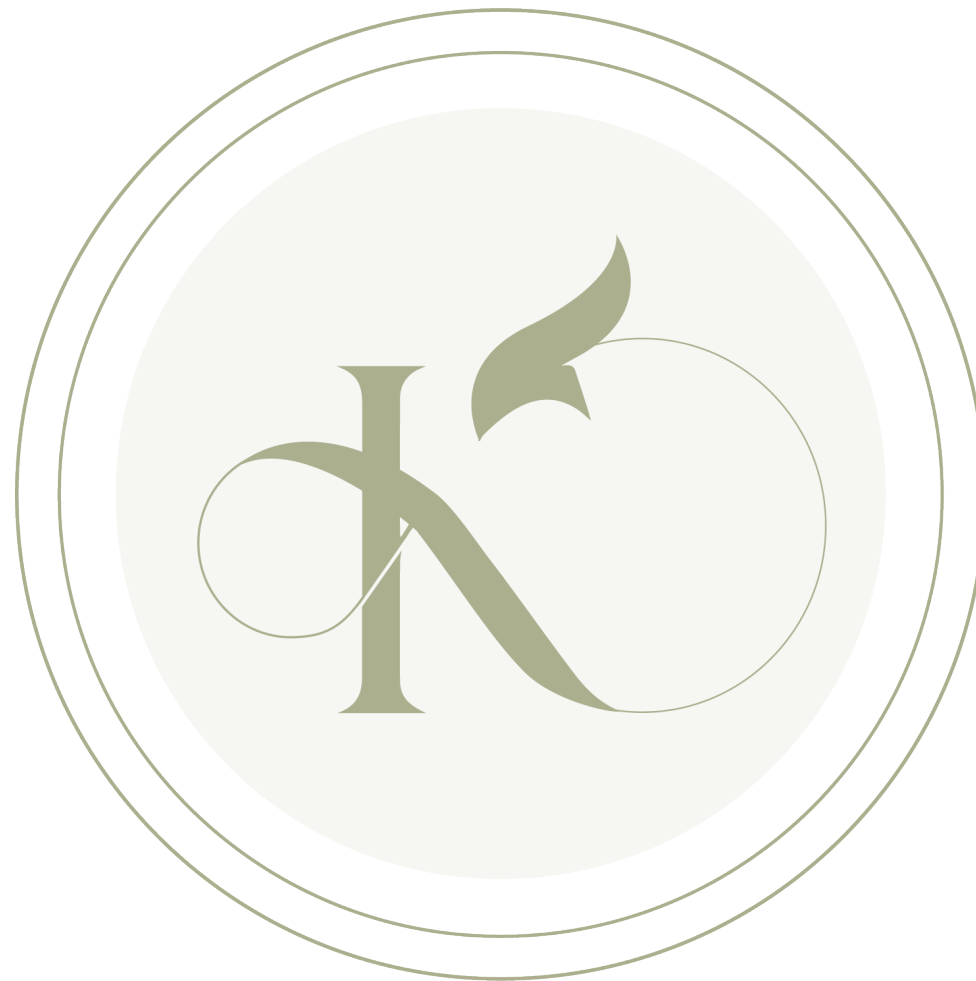
The parking for the development, as can be seen in the adjoining map, is tucked away from the main street. The proposed parking infrastructure is a combination of parking decks, surface lots, and street parking spots. The main town green area by the Performing Arts Center house three of the four garages accounting for the density and mix of uses there.

A detailed parking count and study of the full build-out and Phase I will be provided. Owing to the proximity of all the uses and ample amount to roof tops to support the non-residential uses within the development, a shared parking strategy is suitable for this development which will bring the parking requirement lower than the conventional numbers.

There is also potential to use shuttle services to move the visitors around the development.







# **BUILDING TYPOLOGY**



# SINGLE FAMILY HOMES

The diagram on this page and the accompanying requirements below illustrate the regulations that govern single family homes in Killebrew.

Minimum Lot Size: 2,500 S.F.

Min. Front Yard: 10’

Min. Side Yard: 5’ for 1- and 2- story structures, 8’ for 3-story structures.

Min. Rear Yard: 10’

Maximum Building Height: 3 stories

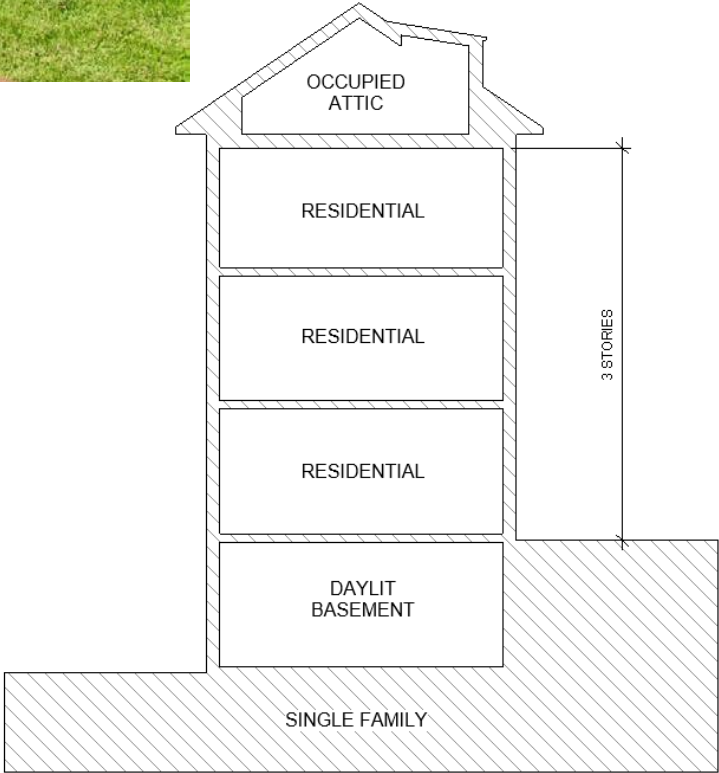
Parking Requirements: Parking shall meet the requirements of the “Standards & Procedures for Mixed-Use Planned Unit Developments.”

## Architectural Standards

The Developer shall submit Architectural Standards that accompany this document for review and approval by Planning Commission.

## Design Review

The Developer shall create a Design Review Committee to review proposed projects for the Killebrew for compliance with approved standards.





# TOWNHOMES

The diagram on this page and the accompanying requirements below illustrate the regulations that govern townhomes in Killebrew.

Minimum Lot Size: 2,500 S.F.

Min. Front Yard: 10'

Building Separation: 5' for 1- and 2- story structures. 8' for 3-story structures, 20' for 4-story structures. 0' for attached townhomes, 0 Lot line on all buildings fronting N/S Main Street and E/W Main Street.

Min. Rear Yard: 10'

Maximum Building Height: 4 stories

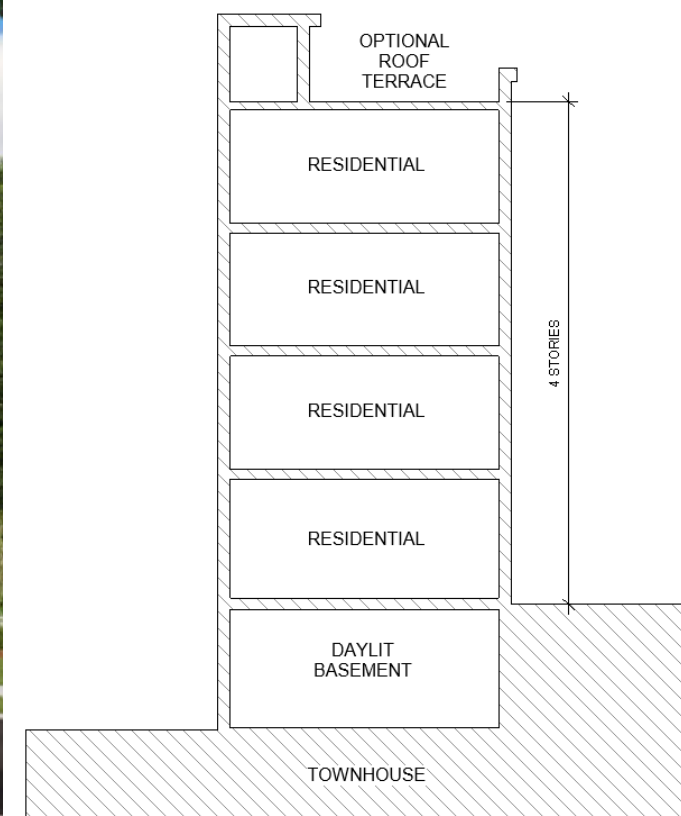
Parking Requirements: Parking shall meet the requirements of the "Standards & Procedures for Mixed-Use Planned Unit Developments."

## Architectural Standards

The Developer shall submit Architectural Standards that accompany this document for review and approval by Planning Commission.

## Design Review

The Developer shall create a Design Review Committee to review proposed projects for the Killebrew for compliance with approved standards.





# MULTI-FAMILY

The diagram on this page and the accompanying requirements below illustrate the regulations that govern multi-family buildings in Killebrew.

Minimum Lot Size: no minimum

Min. Front Yard: 10'

Building Separation: 5' for 1- and 2- story structures. 8' for 3-story structures, 20' for 4-story structures. 0' for attached townhomes, 0 Lot line on all buildings fronting N/S Main Street and E/W Main Street.

Min. Rear Yard: 25' along overall property perimeter

Maximum Building Height: 4 stories

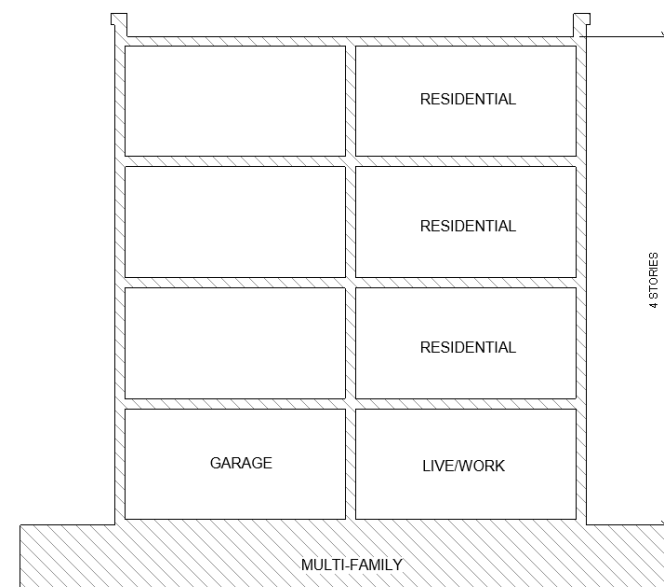
Parking Requirements: Parking shall meet the requirements of the "Standards & Procedures for Mixed-Use Planned Unit Developments."

## Architectural Standards

The Developer shall submit Architectural Standards that accompany this document for review and approval by Planning Commission.

## Design Review

The Developer shall create a Design Review Committee to review proposed projects for the Killebrew for compliance with approved standards.





# MIXED-USE



The diagram on this page and the accompanying requirements below illustrate the regulations that govern mixed-use buildings in Killebrew.

Minimum Lot Size: no minimum

Min. Front Yard: 10'

Building Separation: 5' for 1- and 2- story structures. 8' for 3-story structures, 20' for 4-story structures. 0' for attached townhomes, 0 Lot line on all buildings fronting N/S Main Street and E/W Main Street.

Min. Rear Yard: 25' along overall property perimeter

Maximum Building Height: 4 stories

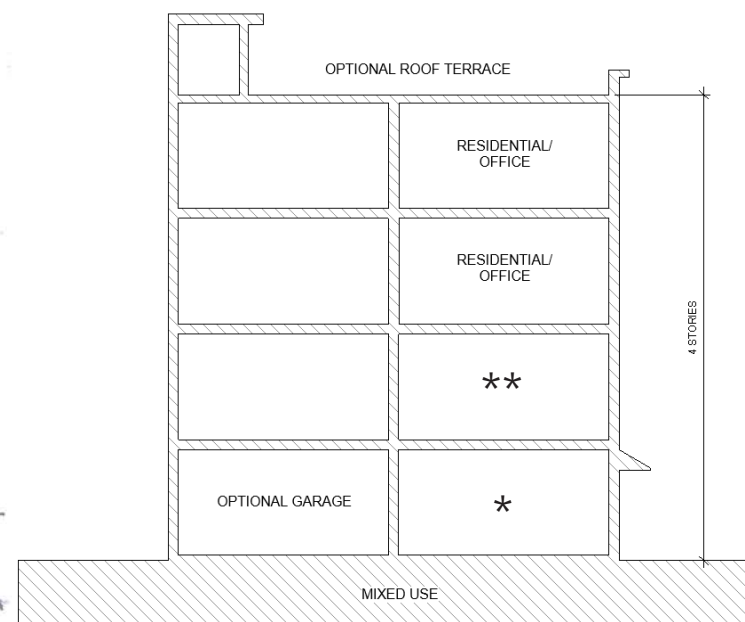
Parking Requirements: Parking shall meet the requirements of the "Standards & Procedures for Mixed-Use Planned Unit Developments."

## Architectural Standards

The Developer shall submit Architectural Standards that accompany this document for review and approval by Planning Commission.

## Design Review

The Developer shall create a Design Review Committee to review proposed projects for the Killebrew for compliance with approved standards.



### Note:

\* Commercial, retail, office, medical, education, & recreational/entertainment uses as allowed in the District Standards are allowed on the first story.

\*\* Residential, commercial, retail, office, medical, education, & recreational/entertainment uses as allowed in the District Standards are allowed on the second story.





# CIVIC

## Definition

Civic buildings in Killebrew shall be designed in a way that reflects their prominent location and importance.

Civic buildings shall include:

- A) Government Offices
- B) Churches
- C) Schools
- D) Fire and Police Stations
- E) Community Facilities (i.e. Museums, Performing Arts Centers, libraries, recreation centers, banquet halls, parking garages, post office, community center, etc.)

## Architectural Standards

The Developer shall submit Architectural Standards that accompany this document for review and approval by Planning Commission.

## Design Review

The Developer shall create a Design Review Committee to review proposed projects for the Killebrew for compliance with approved standards.





**CASE NUMBER:** CZ 9 2022 **MEETING DATE** 04/26/2022

**APPLICANT:** Rossview Farms, LLC

**PRESENT ZONING** O-1

**PROPOSED ZONING** MXU-PUD

**TAX PLAT #** 039

**PARCEL** 032.00

**GEN. LOCATION** Property fronting on the south frontage of Rossview Rd., south of the Rossview Rd.  
& Kirkwood Rd. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

Copy of emails in the file.





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## CCS Expansion Project

1 message

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**Irishmond** <Irishmond@clarksvillechristianschool.org>

Sun, Apr 24, 2022 at 3:56 PM

To: RPC@cityofclarksville.com

To whom it may concern:

I am so grateful that you are considering the Clarksville Christian School expansion project.

I was blessed to be brought into the school as a teacher last year.

I've worked at another private school before coming to CCS, but have been amazed by its family atmosphere.

CCS' dedication to providing students with quality education, in spiritual environment is second to none. They're goal to inspire students academically, athletically, artistically, and spiritually, makes me grateful to be a teacher there.

Thank you for considering the expansion project for our school. It is greatly appreciated and will only help to further this amazing school's outreach to children and their families.

Sincerely,  
Leah Richmond  
CCS Teacher





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## Killebrew Complex

1 message

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Caleb Smotherman <csmotherman24@clarksvillechristianschool.org>

Sun, Apr 24, 2022 at 4:12 PM

To: rpc@cityofclarksville.com

I'm a student at CCS and I really love this idea. Please, please pass this. This would help the community and so many other people in so many ways. I would love to come back and teach and live on campus.





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## Killebrew Project

1 message

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**Cannon Prather** <cprather24@clarksvillechristianschool.org>

Sun, Apr 24, 2022 at 4:19 PM

To: RPC@cityofclarksville.com

I am super pumped for this new project. As a student of Clarksville Christian School, I can't wait for this new campus. Our current campus is getting a bit small because of our growth, so this new campus is very exciting.





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## Killebrew Project

1 message

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'Cadence Biter' via GDL\_web Planning Commission <rpc@cityofclarksville.com>

Sun, Apr 24, 2022 at 4:33 PM

Reply-To: Cadence Biter <cadencebiter@icloud.com>

To: rpc@cityofclarksville.com

I am a student at Clarksville Christian School and I absolutely love the Killebrew project!!  
I can't wait to see how everything is going to go and I can wait to see all of the new opportunities and sports and buildings. I have been a student at CCS for 3 years and I love the school and this new facility will make learning easier and just so fun. It would be an absolutely great thing for us as students and for the community as a whole. I even hope to come back to the campus after college to teach. Overall this just looks like an absolutely amazing plan for our future.

Cadence B





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## approving the Killebrew project

1 message

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**Russell Roberts** <russellmroberts@gmail.com>

Sun, Apr 24, 2022 at 5:50 PM

To: RPC@cityofclarksville.com

I'm in support of the Killebrew project. A mixed use community like this would be a very economically healthy and family friendly addition to Clarksville. A wonderful school like Clarksville Christian School, where 3 of my own children have attended, will be able to positively impact even more families in our community from this expansion location. Thank you for seriously considering the approval of the Killebrew project. sincerely,

Russell Roberts  
25 yr resident of Clarksville area  
931-624-0637

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Above all else, guard your heart, for everything you do flows from it. Proverbs 4:23





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## Please Approve the Killebrew Project

1 message

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ryanblount@charter.net <ryanblount@charter.net>

Sun, Apr 24, 2022 at 8:59 PM

To: RPC@cityofclarksville.com

Dear Clarksville - Montgomery County Regional Planning Commission,

I am writing to request your support of the Killebrew project at your next meeting. Having been a resident of Clarksville/Montgomery County since 2006, my family and I absolutely love the area and the community in which we live. I am confident that the Killebrew project will enhance our community and provide many opportunities to families who live and are moving to the area.

Our family is very involved at Clarksville Christian School. My three children attend there, my wife is the lower school PE teacher and I have served on the Board of Directors since 2015. We are very excited and hopeful about the possibility of Clarksville Christian School being part of the Killebrew Project. CCS is a huge part of what makes Clarksville and Montgomery County so special to our family. We believe that, if allowed to build a new campus, the school will bless many more families in the Clarksville and Montgomery County Area.

I greatly appreciate your time to read this email and your service to Clarksville and Montgomery County. I am confident that you will see the possibilities of the Killebrew Project and the prosperity it will bring our thriving community.

Many Thanks

Ryan Blount



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**Please approve the CCS Killebrew Project**

1 message

**'Amy Palmer' via GDL\_web Planning Commission** <rpc@cityofclarksville.com>

Mon, Apr 25, 2022 at 9:54 AM

Reply-To: Amy Palmer &lt;Amy.Palmer@criticalinsight.com&gt;

To: "RPC@cityofclarksville.com" &lt;RPC@cityofclarksville.com&gt;

Hi Planning Commission,

Please approve the Killebrew expansion project for CCS. It is very important for the growth of the school that we have attended for the last 3 years and grown to love. I moved my daughter to CCS because she was supposed to be entering the second grade at Moore Magnet. She was on the honor roll there but could not read a sentence. I had to move her, she was so behind she had to repeat the 1<sup>st</sup>. Grade and CCS changed her perspective on school. She hated it. Her reading teacher was a bully and bullied children right in front of her in reading class. It was a hostile environment and we have been blessed at CCS to change her views on education. Please help pave the way for others like Amelia to have alternate choices through the growth and expansion of CCS through the Killebrew expansion project.

All the best,

Amy Palmer

**Amy A. Palmer****National Director, Partner Development / Alliances****Critical Insight**[Amy.Palmer@criticalinsight.com](mailto:Amy.Palmer@criticalinsight.com)

270-881-6149

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preferred cybersecurity provider.







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## Killebrew Project

1 message

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**Kristin Dickerson** <kdickerson@clarksvillechristianschool.org>

Mon, Apr 25, 2022 at 9:54 AM

To: RPC@cityofclarksville.com

To whom it may concern,

My family would like to request your approval for the Killebrew project and the involvement that Clarksville Christian School will have in this project. I am the current Elementary Principal, and I have a fourth-grader and two first graders who attend CCS. We offer so much to the community, and people are flooding our doors looking for a Christian school experience for their children. We are excited about this opportunity for growth in Clarksville, and we would so appreciate your approval of the project.

Thank you!

--

Kristin Dickerson, M.Ed.  
Lower School Principal  
Clarksville Christian School





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## Killebrew

1 message

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**Diane Neely** <dneely@clarksvillechristianschool.org>

Mon, Apr 25, 2022 at 10:10 AM

To: RPC@cityofclarksville.com

How exciting is it that CCS is growing?!?!?! As both a parent and employee, I can tell you that this is an answer to many hours of praying.

5 years ago, my husband and I knew that it was time to make a school change for our son. He was learning things in the public school that not only didn't align with our personal beliefs but were disturbing to us in general. He did a school visit at CCS and begged to stay but had to wait until the next school year. After his first week of 5th grade, he declared that he was not leaving until he graduated. He will begin his Junior year in the fall and is looking forward to graduating with the Class of 2024! We have felt both the joy and pain of watching our school grow to where it is now. The new complex in Killebrew will be an answer to so many prayers. Thank you all so much for your assistance in helping CCS continue to be a blessing to families in Clarksville for many years to come.

--

Diane Neely  
Administrative Assistant

*"God is within her, she will not fall; God will help her at break of day" Psalm 46:5*





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## Clarksville Christian School Expansion

1 message

Genis, John <GenisJ@apsu.edu>

Mon, Apr 25, 2022 at 10:15 AM

To: "RPC@cityofclarksville.com" <RPC@cityofclarksville.com>

RPC Members,

I am writing to affirm my support and recommendation that the Clarksville Christian School (CCS) expansion and the 400+ acre Killebrew community request be approved.

My child is in now the 7<sup>th</sup> grade and has attended CCS since the middle of Kindergarten. Excellent education is provided, but has outgrown its current buildings, w/trailers due to student capacity.

The movement of High School students will facilitate growth and the Killiebrew community concept is an exciting adventure with homes in the future being built - maybe to allow downsizing of current home as the last child prepares for graduation??

\*\*I have no concerns about the safety of roadway and infrastructure expansions required to accommodate this community...

Thanks for your positive consideration,

**John (JM) Genis, J.D.**

Senior Instructor/Advisor

Department of Criminal Justice

Clement Bldg. – Room 118

P.O. 4454 - Clarksville, TN 37044

Office: 931-221-6984 / Cell: 931-802-3028

[genisj@apsu.edu](mailto:genisj@apsu.edu)







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## Killebrew Project

1 message

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**PJ Shortt** <pj.shortt@gmail.com>

Mon, Apr 25, 2022 at 10:25 AM

To: rpc@cityofclarksville.com

Hello,

I wanted to write to you today and thank you in advance for the approval of the Killebrew project. Our family loves CCS and the school has been such a blessing to us on so many levels. People say that if your children like to go to school and look forward to learning, the rest will fall into place. Both our children love CCS and look forward to going to class. Because of this we feel blessed beyond measure. CCS is a class act, managed by people who love children and love Jesus. Having a larger campus and being able to offer this type of education and life experience to more children in our community is surely going to complement Clarksville's growth and make our city even more appealing to newcomers. We are so excited about the new campus and the opportunities that will be afforded to our children and our community because of it. We have visited modern campuses in other cities while attending family school events, graduations etc. but never dreamed we would have something on this level available to our children in Clarksville, TN. As our city grows this campus/community is the perfect addition. Words cannot convey how excited we are to be here now and to be a part of the history of our great city. God is good!

Thanks again!

Sincerely,

PJ Shortt

**AR Stoneworks & Outdoor Living**

**1871 Ashland City Rd**

**Clarksville, TN 37043**

**Office: 931-218-2828**

**Mobile: 931-561-5463**

**[www.arstoneworks.com](http://www.arstoneworks.com)**





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## Killebrew Project

1 message

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**Samuel Gentry** <msuutslu@gmail.com>

Mon, Apr 25, 2022 at 10:36 AM

To: RPC@cityofclarksville.com

I strongly support approval of the Killebrew project as a Clarksville-Montgomery County resident and parent of two Clarksville Christian School students.

Please contact me with any questions or if I can help in any way.

Have a great day,  
Dr. Sam Gentry





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## Fwd: CCS Expansion

1 message

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kee ellison <kjoy082@hotmail.com>  
To: "RPC@cityofclarksville.com" <RPC@cityofclarksville.com>

Mon, Apr 25, 2022 at 10:39 AM

Sent from my iPhone

Begin forwarded message:

**From:** kee ellison <kjoy082@hotmail.com>  
**Date:** April 25, 2022 at 10:35:49 AM CDT  
**To:** [RPC@cityofclarksville.com](mailto:RPC@cityofclarksville.com)  
**Subject:** CCS Expansion

Dear planning commission, I am writing to express my gratitude for approving the Killebrew project in regards to the expansion for an additional CCS facility. I am a proud parent of two daughters that attend CCS and they love this school. This is their first year attending and we want to continue our journey here moving forward. This school is a great school and there are lots of great learning opportunities. I know with the additional facility there will be lots more opportunities for our children. This is going to be great for CCS families and faculty in so many ways. Thank you for giving our families an opportunity to be a part of this project and community.

Sincerely,  
Proud Parent  
Rekeesha Ellison

Sent from my iPhone





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## Expansion of Clarksville Christian School

1 message

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Matthew Johnson <mjohnson@clarksvillechristianschool.org>

Mon, Apr 25, 2022 at 10:47 AM

To: RPC@cityofclarksville.com

As I finish my ninth year as teacher at Clarksville Christian school and my forty-first year in both public and private education, I wanted to share some of the insights and progression of the school over the past nine years. There were 149 students k-12 when I was asked to come and start the Fine Arts program in Music and Theater and act as the Technology Coordinator for the school. I started in a portable behind the church next door as we only had an elementary building. the next year the school built an addition to the elementary with classrooms, a cafeteria, and a gymnasium. We had our first graduation class of one. We had three sports. Over the years our graduation numbers have grown yearly. We quickly outgrew our current buildings and had to add several portables and make use of rooms in the Hilldale Church next door. Our Fine arts program has also grown with choir students being selected to mid-state and all-state choirs, yearly major Broadway musicals, and addition of a band program. We now have sports in almost every category but we are landlocked. No place to put our own fields and have to arrange for places off campus for home games. This campus expansion is greatly needed as we approach 500 students for next year. Personally I would have an actual choir room and theater instead of a gym. I would no longer have to drive a bus to home games. We could become an important part of our new community, and mostly we could provide more educational opportunities for our students. I encourage you to approve this expansion for the sake of our students and community.

\*\*\*\*\*

**"Educating the mind without educating the heart is no education at all."**

**— Aristotle**

\*\*\*\*\*

Matthew Johnson  
Clarksville Christian School  
IT, Choral, Theatre Teacher  
[505 Highway 76](#)  
[Clarksville, TN 37043](#)  
School: (931) 647-8180  
Cell: (615) 430-1107





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## From a student here at CCS!

1 message

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**Haley Merriam** <hmerriam29@clarksvillechristianschool.org>

Mon, Apr 25, 2022 at 10:43 AM

To: RPC@cityofclarksville.com

My name is Haley Merriam and I'm in 5th grade. And this is my email about what CCS means to me. I am proud of our school. I describe CCS as a gift from God. There's so many amazing things that God has blessed CCS with. I'm thankful everyday for all the teachers and staff here at CCS. I was diagnosed with autism at the age of 4, and I'm incredibly beyond thankful to be a part of the ASD program to have someone helping me while in class. But the thing that I'm grateful for the most about the ASD program is the girls group. Autistic Girls are harder to find than Autistic boys. So I'm thankful to have friends that also were diagnosed with autism that understands my feelings since we function differently than everyone else. I'm thankful that we get the chance every day in the morning to say the pledge and pray to God. I know for a fact that deep down inside that God has plans to continue to bless CCS and bless our religion with god. I'm especially grateful to have all the office members as well. If we didn't have office members then CCS would be dirty. I don't know about everyone else at CCS but I do know that CCS is really increasing my religion with God the man himself. Here at Clarksville Christian School we study God's Holy Word and the word of the Bible. I'm so beyond words grateful to be able to attend a school where the Faculty and Staff encourage you to spend time with God. Thank you to all the teachers for Helping me and other students increase religion with God. Thank you. - Love always, Haley Merriam 5th grade





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## Killebrew Project

1 message

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**Georgie Stimson** <grvstimson@gmail.com>

Mon, Apr 25, 2022 at 10:50 AM

To: RPC@cityofclarksville.com

Good Morning.

My name is Georgie Stimson. I have worked at Clarksville Christian for over 10 years now, but I am writing to you as a parent of two children at CCS. My daughter is a junior and started CCS when she was in Kindergarten. As the school has grown, so have the opportunities she has had, including the first class to start the engineering program when she was a freshman. My son is a 5th grader and I can only imagine how much more my son will benefit from a larger campus. He wants to play football and this new campus expansion would allow that opportunity, plus many more, both athletically and academically. Please vote "Yes!" for Killebrew today.

Best Regards,  
Georgie Stimson





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## Killebrew Complex and CCS

1 message

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Janet Velazquez <janet@clarksvilletherapy.com>

Mon, Apr 25, 2022 at 11:00 AM

To: RPC@cityofclarksville.com

Dear Planning Committee:

I have a nine year daughter that started at CCS this past school year. During COVID, it was really difficult for her to experience school with the zest for learning. The classrooms that she had in the public school system were too large and the teachers really were so stressed too. At the end of her 2nd grade year, we chose to place her in private school for 3rd grade. It has been such an amazing experience. The size of the classes make the learning and friendships so much easier. She has a zest of learning and a teacher that is so kind and involved in the school. She has grown in achievements and in maturity.

I am so thankful that there will be space for CCS at the new Killebrew complex. I understand that the middle and upper school will go there first. We looked at the drawings of the space and are so excited to be a part of this new development. I look forward to seeing all of the spaces coming together.

Sincerely,

Janet Velazquez, PhD, LMFT

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To: "RPC@cithofclarksville.com" <RPC@cithofclarksville.com>  
Cc: Bill Jorritsma <jorritsmab@hotmail.com>, "bmoser@clarksvillechristianschool.org"  
<bmoser@clarksvillechristianschool.org>, "office@clarksvillechristianschool.org" <office@clarksvillechristianschool.org>  
Bcc:  
Date: Mon, 25 Apr 2022 15:41:11 +0000  
Subject: Killebrew Project: CCS school expansion  
Good Morning,

As local small business owners and proud parents of teenage boys that attend **Clarksville** Christian School, my husband and I would like to express our gratitude for your support and approval of the Killebrew Project to include the expansion of the CCS campus.

Having been born and raised in Clarksville, I can first-hand attest to the massive growth our community has experienced since my childhood years. While this growth provides many blessings, it also poses many challenges to include assuring adequate educational options and positive opportunities for our youth. I strongly believe that this includes providing so much more than just a functional theoretical education. Almost more importantly, it includes providing an environment that supports positive character traits, strong integrity, solid personal beliefs and moral values, and a spirit that will help our children become productive citizens, potential future leaders, and who will potentially carry the weight of one day raising their own children to become formative members of our society.

Through CCS, we have found that opportunity for our boys. We hope that the expansion of the CCS campus will give this opportunity to other families who share the same vision for their children and our community.

With Appreciation,

***Kristi Jorritsma, BSPT, CBHS, CMES***

Program Director/Founder



Office: 931-494-8619

104 Center Pointe Drive

Clarksville , TN 37040

<http://www.encompassrecoverycenter.com>

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 Killebrew Project: CCS school expansion.eml  
31K





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## Fwd: Killebrew Project

1 message

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**'Kathryn Newcomb' via GDL\_web Planning Commission** <rpc@cityofclarksville.com>

Mon, Apr 25, 2022 at 11:30 AM

Reply-To: Kathryn Newcomb <k.newcomb@yahoo.com>

To: RPC@cityofclarksville.com

Sent from my iPhone

Begin forwarded message:

**From:** Kathryn Newcomb <k.newcomb@yahoo.com>

**Date:** April 25, 2022 at 10:24:39 AM CDT

**To:** RPC@cithofclarksville.com

**Subject:** Killebrew Project

My family watched the video yesterday on the news of what CCS will look like in future. We are excited about the sports and arts progression for the students with great opportunities.

Our oldest daughter, Anna Linek, joined CCS two years ago and it has been a great transition for her from public school. She enjoys all that CCS encompasses with small student/teacher classrooms to learn with ease as she came from a large classroom and we, her parents, enjoy knowing it is a Christian based school of learning the morals and values we stand in.

We thankful Anna is proud to be with CCS till she graduates in years down the road. We are excited to have her younger sister transition to CCS when she enters middle school in a few years. We thankful to be part of the CCS family.

Thanks for all you do.  
Katie Linek

Sent from my iPhone





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## CCS / Killebrew Project

1 message

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'Pitt, Julie' via GDL\_web Planning Commission <rpc@cityofclarksville.com>

Mon, Apr 25, 2022 at 11:55 AM

Reply-To: "Pitt, Julie" <julie.pitt@adidas.com>

To: "RPC@cityofclarksville.com" <RPC@cityofclarksville.com>

To whom it may concern,

What a wonderful message to see this morning regarding the Killebrew project and CCS. Clarksville Christian has been such a blessing for our family. My two girls attend the school and my son will join as soon as he is old enough. The values CCS instills, the knowledge they transfer and the fellowship they create is such a blessing. I am always in awe of the big school spirit they have within this smaller school. I am so excited about the future of this school and the amount of lives it will touch.

Thank you for believing in CCS and the community.

Have a wonderful day, Julie

**Julie Pitt**

Director Global Risk Finance & Transfer Americas

**adidas**

**CORPORATE & GOPS FINANCE. GLOBAL RISK FINANCE & TRANSFER**

P:+1 770-757-8082 [Julie.Pitt@adidas.com](mailto:Julie.Pitt@adidas.com)





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## Fwd: CCS. Expansion

1 message

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'Cozetta Hurston' via GDL\_web Planning Commission <rpc@cityofclarksville.com>

Mon, Apr 25, 2022 at 11:53 AM

Reply-To: Cozetta Hurston <cozetta\_hurston@yahoo.com>

To: RPC@cityofclarksville.com

Sent from my iPhone

Begin forwarded message:

**From:** Cozetta Hurston <[cozetta\\_hurston@yahoo.com](mailto:cozetta_hurston@yahoo.com)>

**Date:** April 25, 2022 at 11:42:08 AM CDT

**To:** [RPC@cityofclarksville.com](mailto:RPC@cityofclarksville.com)

**Subject:** CCS. Expansion

Hello! What joy we are feeling for our CCS Family and it's future in the BEST city to live in; Clarksville, TN! There's NO doubt that God led us to enroll our two daughters, Rachel and Abigail, In Clarksville Christian School back in the fall of 2014. They both always speak with excitement to others about their learning experiences, caring and helpful teachers, fun sports, and most of all the relationships they have built with classmates during their years at CCS. As parents, knowing that your children are obtaining a great education, being treated with kindness & respect, and are in a safe environment where they are free to express and show their LOVE for Jesus, is of great comfort and value. Everyday day I would pick up my girls and give each their spotlight as soon as they enter the car to tell of their day at CCS; challenges and victories. They are memories I cherish today. As our last daughter, Abigail, graduates this 2022 year, we will never forget how blessed our daughters are to have experienced a great educational life that will help them for years to come. Why do I know this? Our Rachel has been on the President's List (straight A student) every semester since entering college and currently has been chosen by her professor to accept another scholarship (assisting the professor) that will be paid towards her tuition. Thanks Clarksville Christian School; we support your expansion.

Sincerely,  
Scott and Cozetta Hurston

Sent from my iPhone





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## Clarksville Christian School growth

1 message

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Nicole Adams <nadams@clarksvillechristianschool.org>

Mon, Apr 25, 2022 at 12:05 PM

To: RPC@cityofclarksville.com

To Whom it May Concern:

I am a teacher at CCS, and I have been with CCS 8 years. In that time we have done a lot of growing in the student body, which has caused significant and understandable "growing pains" (and yes, some of those "pains" are truly "painful", in the sense they cause other struggles we have had to solve). Some of those growing pains are great and some have been a struggle, and I know with the future of developing CCS's campus those growing pains will alleviate themselves and bring glory to God and benefit our families and community.

I would like to request that as the growth of CCS is taken into account, several things be considered for the new campus that would benefit the students and faculty:

1. ample areas for play/sports complex -- sports, recess, practicing sports -- for older students (think 12-18 year olds)
2. ample resources for students to study -- study hall space, library/media/learning lab center for upper schoolers to do research, get assistance outside of the classroom
3. labs/classrooms that support technical/shop classes -- A large number of our students would enjoy learning these skills and currently enjoy hands-on learning. These types of classes are growing again in other private and public schools.
4. Adequate teacher workrooms -- copiers/printers, technology that can be used in classrooms/loaned to students, private conference area for teacher/parent meetings, laminator, die-cutting machine
- 5 theatre arts -- ample areas for theatre and music productions (plays, concerts, etc.), costume/prop rooms, instrument storage, practice rooms
6. updated technology of course is a must
7. covered outdoor walk-ways

While it may take a little longer, we need a little time to experience fewer growing pains because that causes struggles yearly and daily. Having fewer of those growing pains would make a happy, thriving environment in which teachers can teach and students can learn!

Thank you for your time and attention.

*"I do it for the sake of the gospel that I may share in its blessings."*

*I Cor. 9:23*

Nicole Adams  
Clarksville Christian School  
505 Hwy 76  
Clarksville, TN 37043  
931.647.8180 voice  
888.741.0953 fax





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## Killebrew - Clarksville Christian School

1 message

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**Amanda Brummett** <amandalbrummett@gmail.com>

Mon, Apr 25, 2022 at 1:03 PM

To: RPC@cityofclarksville.com

Good afternoon,

I am writing regarding the Killebrew project, specifically the inclusion of Clarksville Christian School. Clarksville will benefit greatly from a master-planned community. It will attract quality homebuyers and businesses, as well as provide significant tax dollars. CCS is the perfect addition to the Killebrew community! CCS has been an amazing school, support system, and extended family for us. My three daughters have received a great education, but also so much love and support. We are so thankful for this school! CCS has also been working with parents to brainstorm ideas of how we can be more involved in and serve the community. We have many outreach plans that will only go further with this new campus expansion. Thank you in advance for approving this project!

Joshua and Amanda Brummett  
[279 Harrowgate Drive](#)  
Clarksville 37043  
615-419-2106





**City  
of  
Clarksville**

Angela Latta <angela.latta@cityofclarksville.com>

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## **Fwd: CCS Killebrew Yes**

1 message

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**Devan and Erin Williams** <devangw@gmail.com>

Mon, Apr 25, 2022 at 1:13 PM

To: rpc@cityofclarksville.com

Hi, I'm the dad of 2 kids who have been attending CCS for their first year in 2021. The staff is exceptional, we love this school and they provide great value to our family. We feel strongly we are getting more than we are paying for. Please support their projects, so more families can get their kids involved.

Devan Williams  
[1417 Jenny Lane](#)  
[Clarksville TN 37042](#)

--

Devan G. Williams  
CW3 AV  
Ft. Campbell, KY

--

Devan G. Williams  
CW3 AV  
Ft. Campbell, KY





**City  
of  
Clarksville**

Angela Latta <angela.latta@cityofclarksville.com>

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## Storefront within killebrew community

1 message

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**Kaley McGinnis** <mcginniskaley@gmail.com>

Mon, Apr 25, 2022 at 1:26 PM

To: RPC@cityofclarksville.com

Good afternoon,

I am not entirely sure where to direct this email. But I am seeking information regarding a store front within the Killebrew community center. It would be a blessing and a privilege to secure a store front within that community. Whom do I need to address specifically?

Thank you so much for your time,

Kaley McGinnis  
[mcginniskaley@gmail.com](mailto:mcginniskaley@gmail.com)





**City  
of  
Clarksville**

Angela Latta <angela.latta@cityofclarksville.com>

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## Clarksville Christian School

1 message

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**Jere Jordan** <jere.jordan@gmail.com>

Mon, Apr 25, 2022 at 1:42 PM

To: RPC@cityofclarksville.com

PPC,

This email is concerning the Killebrew project on Rossvie Rd and CCS. Our family is new to CCS as our oldest daughter has attended CMCS her entire education K-6. When she attended RMS we started to see a change to our daughter, she was unmotivated, disliked school and just seemed depressed. My wife and I encouraged her every way we knew and finally at the end of November my daughter cracked. She came to us crying saying she hated and wanted to switch to virtual. As I side note she wanted to go back to the classroom environment and not go virtual.

We toured CCS and agreed it was a good fit and let's try it. My daughter is back to her old self, making friends looking forward to school. I feel this town needs more of this and an expansion of CCS would provide this opportunity and experience to more kids. CCS does a great job expanding fellowship, education and joy to their student body.

Please vote in favor of the Killebrew project in relation to CCS.

--

Jere Jordan  
[2590 Port Royal Rd](#)  
[Adams, TN 37010](#)





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## Killebrew Project

1 message

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Sara Harper <saraharper2015@gmail.com>

Mon, Apr 25, 2022 at 1:49 PM

To: RPC@cityofclarksville.com

Hello!

I am writing to express my support for the Killebrew Project. As a CCS employee, Tennessee native, and mother of two, I am excited that Clarksville is taking steps to enhance our community. During my time at Clarksville Christian School, I have seen countless ways that our school community positively impacts the people of Montgomery county. Through the pandemic, CCS was a safe place that offered consistency and support for our students when other places were closed. We come together to support our community through food collections, coat drives, and volunteer work. Parents who entrust us with their students know they will be valued, held to high standards, and taught the core values of citizenship. My family eagerly supports this project and is excited for the future of Clarksville.

Sara Harper



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**Killebrew project & Clarksville Christian School**

1 message

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'Phillip Burkhart' via GDL\_web Planning Commission <rpc@cityofclarksville.com>  
Reply-To: Phillip Burkhart <phillip.burkhart@cmcass.net>  
To: "RPC@cityofclarksville.com" <RPC@cityofclarksville.com>

Mon, Apr

Dear Planning Commission,

I am strongly in favor of the Killebrew Project. I have been a strong supporter of Clarksville Christian School from the beginning and have a son who graduate went on to Nursing School at Austin Peay and won many awards along the way. He has worked at Vanderbilt and now at John Hopkins Hospital because of the support he received from both of these great educational institutions. I helped start the athletic programs at CCS and have seen numerous state championship National championships along the way. Please support this project to help our city continue to grow and develop outstanding citizens.

Sincerely,

Phillip Burkhart

***Phillip W. Burkhart,  
Senior Athletic Director,  
Head Softball Coach  
Home of the Centurions  
931-216-0740***





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**Killebrew Project**

1 message

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**Michelle Roberts** <mroberts@clarkvillechristianschool.org>

Mon, Apr 25, 2022 at 2:42 PM

To: RPC@cityofclarksville.com

Good afternoon!

My name is Michelle Roberts, and I have been a parent of one or more students at Clarksville Christian School since the school opened in 2007. My youngest is currently a Junior and will be part of the class of 2023.

I am also the Admissions Director at CCS and over the years, have witnessed the amazing growth of our school. In the last five years alone, we have experienced a 93% increase in enrollment, and already have nearly 500 students enrolled for the 2022-23 school year. I want to thank you in advance for your consideration of the Killebrew Project, which has the potential to benefit not just the families of Clarksville Christian School, but so many families in our fast-growing community. The idea of a live-work-play neighborhood with multiple schools within walking distance is exciting for so many reasons, and we are thrilled to be part of this project!

Again, thank you for your consideration of support for The Killebrew Project.

Sincerely,

Michelle Roberts  
Admissions Director



**CLARKSVILLE**  
CHRISTIAN SCHOOL

505 Hwy. 76  
Clarksville, TN 37043  
931.647.8180 Voice  
888.741.0953 Fax  
[www.ClarksvilleChristianSchool.org](http://www.ClarksvilleChristianSchool.org)

NOTICE: *This electronic mail transmission is for the use of the named individual or entity to which it is directed and may contain information that is privileged or confidential. It is not to be transmitted to or received by anyone other than the named addressee's or a person authorized to deliver it to the named addressee's. It is not to be copied or forwarded to any unauthorized persons. If you have received this electronic email transmission in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via email so that our address record can be corrected.*





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## Killebrew Project

1 message

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**Kristin Blount** <kblount@clarksvillechristianschool.org>

Mon, Apr 25, 2022 at 3:21 PM

To: RPC@cityofclarksville.com

Dear Clarksville - Montgomery County Regional Planning Commission,

I am writing to request your support of the Killebrew project at your next meeting. Having been a resident of Clarksville/Montgomery County since 2006, my family and I absolutely love the area and the community in which we live. I am confident that the Killebrew project will enhance our community and provide many opportunities to families who live and are moving to the area.

Our family is very involved at Clarksville Christian School. My three children attend there, I am the lower school PE teacher and my husband has served on the Board of Directors since 2015. We are very excited and hopeful about the possibility of Clarksville Christian School being part of the Killebrew Project. CCS is a huge part of what makes Clarksville and Montgomery County so special to our family. We believe that, if allowed to build a new campus, the school will bless many more families in the Clarksville and Montgomery County Area.

I greatly appreciate your time to read this email and your service to Clarksville and Montgomery County. I am confident that you will see the possibilities of the Killebrew Project and the prosperity it will bring our thriving community.

Many Thanks,

--

**Kristin Blount**

K-5th PE ~ Clarksville Christian School





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## **CCS and Killebrew**

1 message

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**Kara** <klmerr97@gmail.com>

Mon, Apr 25, 2022 at 3:46 PM

To: RPC@cityofclarksville.com

My daughter has been a student at Clarksville Christian School since Pre-K. She is diagnosed with Autism and has been involved in the ASD program since kindergarten. As she is entering 6th grade, her teachers and aides in the ASD program have been essential in helping her prepare and being adults that she feels safe and comfortable going to for help. Without the ASD program and the support of all the staff and teachers at CCS, my daughter would most likely not be as successful in school or socially.

CCS has had an enormous impact on my daughter and my family. The partnership with Killebrew will further enhance the schools ability to open their doors to more families, and extend their impact into the entire community. Please put your support behind the Killebrew project and it's partnership with Clarksville Christian School.

Sincerely,  
Kara Merriam





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**CCS**

1 message

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**Susan smith** <susan\_1998@hotmail.com>

Mon, Apr 25, 2022 at 1:59 PM

To: "RPC@cityofclarksville.com" <RPC@cityofclarksville.com>

Hello.... I am writing to express my gratitude & appreciation to you all for this opportunity for growth for our school.

My son, Jack, has been a student at CCS for almost seven years. CCS is a loving, Christian, family atmosphere that he has always loved so much. Our school has been a blessing for our whole family!

We are very excited & feel so blessed for the upcoming opportunities the Killebrew project will bring!

Sincerely,

Eric, Susan & Jack Smith

Sent from my iPhone





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## Killebrew CCS

1 message

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**Christopher Schkerke** <cnschkerke@gmail.com>

Mon, Apr 25, 2022 at 2:18 PM

To: rpc@cityofclarksville.com

I just wanted to thank the planning commission for the consideration of the Killebrew project on behalf of Clarksville Christian School. Providing our children and community a strong stable christian place of learning is very much appreciated and needed. We all strive to find hope, love, grace, and acceptance. My family has found just that at CCS. This expansion will serve a critical role in providing so many others this same opportunity. Thank you so much.

Sincerely,

Chris Schkerke  
USA Major Retired  
210-535-3353  
[Cnschkerke@gmail.com](mailto:Cnschkerke@gmail.com)



**RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED  
TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT**

**WHEREAS**, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100.00, less a proportionate share of the cost administering the program; and

**WHEREAS**, Montgomery County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

**WHEREAS**, Montgomery County agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et. Seq., and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer; and

**WHEREAS**, it is agreed that this local government will retain a sufficient amount to ensure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 9<sup>th</sup> day of May 2022, that Montgomery County requests the State Treasurer to pay the unclaimed balance of funds in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the local government and its agencies is attached.

**Duly passed and approved the 9<sup>th</sup> day of May 2022.**

Sponsor: \_\_\_\_\_

Commissioner: \_\_\_\_\_

Approved: \_\_\_\_\_

County Mayor

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



**REMITTANCES FILED BY OR ON BEHALF  
OF LOCAL GOVERNMENT AND ITS AGENCIES**

Name of County/Municipality      MONTGOMERY COUNTY GOVERNMENT

Mailing Address      PO BOX 368  
CLARKSVILLE TN 37041-0368

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance	Date of Remittance	Federal employer tax ID #
Montgomery Co General Sessions Court	8676			62-1575527
Montgomery County Chancery Court	8580			62-6000764
Montgomery County Clerks Office	39198			62-6000764
Montgomery County Jail	38191			62-6000764
Montgomery County Trustee	34410			62-6000764
Montgomery County Government	42504			62-6000764
Montgomery County Circuit Court	8579			62-1575527

I certify that any agencies included in this request are chartered under this local government.

931-648-5705  
Phone Number

  
(Signature)

Jeffrey G. Taylor  
Printed Name

Director of Accounts & Budgets  
(Title)

Date April 13, 2022

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.



**RESOLUTION APPROVING THE MONTGOMERY COUNTY CREDIT/DEBIT CARD  
PROCESSING SECURITY AND OPERATION POLICY**

**WHEREAS**, Montgomery County Government's fee collecting offices strive to provide efficient and effective service to the citizens of Montgomery County; and

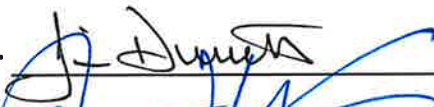


**WHEREAS**, several of these offices are able to accept credit/debit card payments where the funds are deposited and managed through the Montgomery County Trustee's office; and

**WHEREAS**, Montgomery County Government requires all departments that process, store or transmit credit/debit card data to remain in compliance with the Payment Card Industry Data Security Standard (PCI DSS); and

**WHEREAS**, in order to adhere to these standards as well as the standards of Montgomery County Government, Montgomery County Accounts and Budgets wishes to update the County's credit/debit card processing security and operation policy to ensure that all county departments and employees who accept credit/debit card payments are aware of and follow these policies and procedures (see Exhibit A).

**NOW, THEREFORE BE IT RESOLVED**, by the Montgomery County Board of Commissioners meeting in regular session on this 9<sup>th</sup> day of May 2022, that the Montgomery County Credit/Debit Card Processing Security and Operation Policy be updated and approved as shown (see Exhibit A).

**Duly passed and approved the 9<sup>th</sup> day of May 2022.**

Sponsor   
Commissioner   
Approved   
County Mayor

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



Montgomery County requires all departments that process, store or transmit credit card data to remain in compliance with the Payment Card Industry Data Security Standard (PCI DSS). The purpose of this policy is to outline our safeguards to protect our customers' credit card data and to outline best practices for all aspects of credit card transactions.

### **What is PCI DSS**

PCI DSS was established by the credit card industry in response to an increase in identity theft and credit card fraud. Every merchant who handles credit card data is responsible for safeguarding that information and can be held liable for security compromises. This standard has twelve requirements.

#### **PCI Data Security Standards**

Requirement 1: Install and maintain a firewall configuration to protect cardholder data

Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters

Requirement 3: Protect stored cardholder data

Requirement 4: Encrypt transmission of cardholder data across open, public networks

Requirement 5: Use and regularly update anti-virus software

Requirement 6: Develop and maintain secure systems and applications

Requirement 7: Restrict access to cardholder data by business need-to-know

Requirement 8: Assign a unique ID to each person with computer access

Requirement 9: Restrict physical access to cardholder data

Requirement 10: Track and monitor all access to network resources and cardholder data

Requirement 11: Regularly test security systems and processes

Requirement 12: Maintain a policy that addresses information security

### **Who is Affected By This Policy**

All County Departments that accept credit/debit card payments and any persons with the responsibilities of processing, storage, or transmitting of credit card data

### **Local Procedures**

Montgomery County gladly accepts VISA and MASTERCARD cards only. **Montgomery County Government does not accept American Express or Discover cards due to the fact that their fees are higher than the county's acceptable credit/debit card fees.** Montgomery County Government is unable to absorb credit card processing fees in the County Budget. Those using credit cards to pay fees, fines, taxes, and all other payments will be charged as follows:



Processing Fees\*

***All credit/debit cards will be charged a 2.50% processing fee on all transactions***

**Attached is the signage that** should be **visibly** displayed in all departments describing the above fee conditions so that customers are aware of the additional fees charged when using a credit/debit card. Customers should also be notified before the transaction is processed of the additional fee amount.

The transaction for the processing fee and total payment will be processed as one transaction, but entered as separate cash receipts into MUNIS.

*\*According to T.C.A. § 9-1-108(c) It is lawful for any municipal or county entity or officer to receive payment by credit card or debit card for any public taxes, licenses, fines, fees or other moneys collected by such municipal or county entity or officer. (3) Any municipal or county entity or officer collecting payment by credit card or debit card shall set and collect a processing fee in the amount that is equal to the amount paid to the third party processor for processing the payment. However, the processing fee shall not be set in an amount that exceeds five percent (5%) of the amount of the payment collected by credit card or debit card.*

Reconciliation Process

**End of the day Settlement Statement Process**

At the end of each day the following should be completed:

- Run the MUNIS report to show how much was collected via credit/debit card transactions
- Run the Settlement Statement report via the credit/debit card machine
- Total all the merchant credit/debit card receipts
- The totals on all three reports should agree
- Copies of all reports should be sent to the Accounts and Budgets Department daily or at a minimum of every three days
- The Accounts and Budgets Department will send the documents to the Trustee's office daily or at a minimum of every three days\*\*

**\*\* According to T.C.A. 5-8-207 (a) (1)** Every county official handling public funds shall be required to maintain an official bank account in a bank or banks within this state, and shall, within three (3) days after the receipt by such county official of any public funds, deposit the funds to the credit of such county official's official bank account, or bank accounts. Each county official maintaining an official bank account is authorized to enter into such agreements with banks and other financial institutions as necessary for the maintenance of collateral to secure the funds on deposit; provided, that the deposit of county funds in banks or financial institutions by a county trustee shall be done in accordance with § 5-8-201.

Cardholder Security

**Access to Customer Credit Card Data**

- Access is authorized to only those who are responsible for processing or facilitating credit card transactions
- Only authorized persons may process credit card transactions or have access to documentation related to credit card transactions
- All department heads in which credit card processing is available must sign and adhere to this policy and provide a list of all authorized users involved in processing, storing, or transmitting credit card data in their department
- Signed policies will be maintained by the Montgomery County Accounts and Budgets Department



Montgomery County Credit/**Debit** Card Processing Security and Operation Policy

- Processors will maintain the confidentiality of passwords
- Credit card numbers and cardholder data may not be emailed, faxed, or sent via any electronic messaging technologies

**Card Present Credit Card Transactions**

- Picture ID is required at the time of transaction
- Always provide receipt to the customer
- Store transaction documentation and merchant receipt in a secure (locked) area

**Card NOT Present Credit Card Transactions (to include transactions over the phone)**

- These transactions *must* be approved by a supervisor **by initialing all backup documentation.**
- These transactions should be limited and only accepted on a case by case basis
- Manually entry will be required
- Card number, name as it appears on card, expiration date, and 3 digit security code from the back of the card will be needed to process
- The credit card payment information form must be entirely filled out. No missing information will be accepted
- **Customer name must be printed at the bottom of the credit/debit card receipt along with the phone number from which the payment was taken**

**Receipt of Credit Card Information in Email**

- Under no circumstances will credit card numbers received in email be processed

**Retention and Flow of Documents**

- Cardholder data should be retained in a secure **centralized** location for twelve (12) months as is necessary for business purposes **or until such time in which the Trustee's Office Staff Accountant give notification of reconciliation of the bank statement**
- Cardholder data will be destroyed when no longer needed
- Merchant copies with attached receivable reports should be forwarded to the Montgomery County Accounts and Budgets Department

**Chargebacks, Credits, and Voids**

- Chargebacks, Credits, and Voids ~~will only be~~ **must be** approved by a supervisor **by initialing all backup documentation**

**Definitions**

Cardholder	Customer to whom a card is issued or individual authorized to use the card
Cardholder data	<ul style="list-style-type: none"> <li>* Cardholder name</li> <li>* Expiration date</li> <li>* Service Code</li> </ul>
Merchant	A unit that accepts credit cards as a method of payment for goods, services, information, or gifts



Montgomery County Credit/*Debit* Card Processing Security and Operation Policy

As an employee of Montgomery County, I acknowledge that in the course of my employment I may have access to personal, proprietary, transaction-specific, and/or otherwise confidential data through the processing of credit card transactions.

As an individual with responsibilities for processing, storing and/or transmitting credit card data, I may have direct access to sensitive and confidential information in paper or electronic format. To protect the integrity and the security of the systems and processes as well as the personal and proprietary data of those to whom Montgomery County provides service, and to preserve and maximize the effectiveness of Montgomery County's resources, I agree to the following:

- I have been provided a written copy of the Montgomery County Credit Card Processing Security and Operation Policy
- *I have attended training on this policy prior to signing.*
- I have read, understand, and agree to abide by the Montgomery County Credit Card Processing Security and Operation Policy

Department \_\_\_\_\_ Department Phone # \_\_\_\_\_

Department Head Name \_\_\_\_\_

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Head E-mail \_\_\_\_\_

Employee Name \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee E-mail \_\_\_\_\_

**Contacts Regarding the Policy**  
Accounts and Budgets Department  
931-648-5705



**RESOLUTION TO APPROPRIATE FUNDING FOR THE PURCHASE OF ART USING  
FUNDING FROM BOND PROCEEDS DEDICATED FOR SUCH PURCHASE**

**WHEREAS**, the Montgomery County Commission approved committing 1% (one percent) of the 2017, 2018, 2019, 2021 and 2022 bond issue for the purchase of public art; and

**WHEREAS**, it has been approved by the Public Art Ad Hoc Committee to provide funding in the amount of twelve thousand dollars (\$12,000) for the Artsville Fest (a creative celebration of local artists, artisans, and small businesses) scheduled for September 30 and October 1, 2022; and


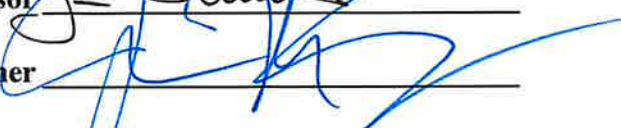

**WHEREAS**, this funding will pay for any transportation, artist fees, supplies and any other costs associated with the featured art; and

**WHEREAS**, murals would be given to the County Arts Commission after the festival to be used as mobile art wherever the Arts Commission should so choose; and

**WHEREAS**, if approved, the remaining balance in the designated account would be \$457,514.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 9<sup>th</sup> day of May 2022 that the aforementioned funds in the amount of twelve thousand dollars (\$12,000) to be approved for the costs of the Artsville Fest.

**Duly passed and approved this 9<sup>th</sup> day of May 2022.**

Sponsor   
Commissioner   
Approved   
County Mayor

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



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

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

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

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

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

**WHEREAS**, the Commission previously approved a First Amendment to the Purchase Agreement, which amendment provided for 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**, the Commission has now determined that it is appropriate to further amend the Purchase Agreement to provide for an additional adjustment to the purchase price for the remainder of the School Site as a result of additional unanticipated costs incurred or expected to be incurred by the Developer for sinkhole remediation and road realignment required by the Tennessee Department of Transportation ("TDOT"); and

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

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

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

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



Section 2. The Commission hereby authorizes and directs the Mayor of the County to execute and to deliver to the other parties thereto the Amendment. In connection with the execution and delivery of the Amendment, the Commission hereby authorizes the Mayor to approve non-substantive changes to the Amendment as is necessary to consummate the transactions described above. Without limiting the foregoing, the Commission hereby authorizes the Mayor, in connection with the execution and delivery of the Amendment, to (i) insert the appropriate dates of such documents upon the execution thereof and to finalize any related terms that are dependent on such dates; and (ii) ensure that the correct exhibits are attached to each document to reflect the expected terms of the transaction, including correct property descriptions.

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

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

**Duly approved and adopted this the 9th day of May 2022.**

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

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



**SECOND AMENDMENT TO DEVELOPMENT AND PURCHASE AGREEMENT**  
**(RELATING TO SCHOOL SITE ADJACENT TO ROSSVIEW ROAD)**

THIS SECOND AMENDMENT TO DEVELOPMENT AND PURCHASE AGREEMENT (RELATING TO SCHOOL SITE ADJACENT TO ROSSVIEW ROAD) (this "Amendment"), dated as of April \_\_, 2022, is made by and between **ROSSVIEW FARMS, LLC**, a Tennessee limited liability company ("Developer"), and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY**, a Tennessee public, nonprofit corporation (the "IDB").

W I T N E S S E T H:

WHEREAS, Developer and the IDB are parties to that certain Development and Purchase Agreement (Relating to School Site Adjacent to Rossview Road) dated as of October 7, 2020 (the "Original Development Agreement"), with respect to certain real property adjacent to Rossview Road in Montgomery County, Tennessee, more particularly described in the Original Development Agreement (the "Developer Property"); and

WHEREAS, pursuant to the Original Development Agreement, the Developer agreed to complete certain grading and infrastructure improvements upon the Developer Property (collectively, the "Improvements") for the purpose of preparing the Developer Property for further development by Clarksville-Montgomery County School System ("CMCSS"); and

WHEREAS, pursuant to the Original Development Agreement, the parties agreed that the IDB would acquire the Developer Property from the Developer following completion of the Improvements in exchange for certain acquisition payments to be made to the Developer by the IDB; and

WHEREAS, the Original Development Agreement provided that the Developer's completion of the Improvements and subsequent conveyance of the Developer Property to the IDB was to take place in two phases, with Phase One comprising the preparation and conveyance of certain property within the School Site designated by CMCSS for the construction of a middle school (the "Phase One Property"), and Phase Two comprising the preparation and conveyance of the remaining portion of the School Site, which has been designated by CMCSS for the construction of other school facilities (the "Phase Two Property"), as set forth more fully in the Original Development Agreement; and

WHEREAS, the Original Development Agreement provided that the Developer would complete the Improvements with respect to the Phase One Property on or before March 15, 2021 and that the Developer would complete the Improvements with respect to the Phase Two Property on or before May 15, 2022 (the "Phase Two Completion Date"); and

WHEREAS, the closing of the Phase One Property occurred on January 13, 2021; and

WHEREAS, effective as of January 14, 2022, the Developer and the IDB entered into a First Amendment to Development and Purchase Agreement (Relating to School Site Adjacent to Rossview Road) (the "First Amendment"), and, together with the Original Development Agreement, the "Agreement"), pursuant to which the parties agreed, among other things, that a portion of the Phase Two Property should be conveyed to the IDB prior to completion of the Improvements to the Phase Two Property, as set forth more fully in the First Amendment; and

WHEREAS, the First Amendment further provided for certain allowances to the Developer for sinkhole remediation and rock removal work in connection with the Improvements to the Phase Two



Property, resulting in a change to the amount of the acquisition payments to be made by the IDB to the Developer for the Phase Two Property; and

WHEREAS, the Developer and the IDB have now determined that it is desirable for the parties to further amend the Agreement to provide for (i) an extension of the Phase Two Completion Date from May 15, 2022 until July 31, 2022; (ii) certain additional allowances for sinkhole remediation and road realignment costs required by the Tennessee Department of Transportation (“TDOT”); and (iii) a corresponding adjustment to the final Phase Two Acquisition Payment to be made to the Developer at the Closing of the remainder of the Phase Two Property.

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

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to them in the Agreement.
2. Amendment to Section 3.4. Section 3.4 of the Agreement is hereby amended by deleting the last sentence of Section 3.4 and replacing it with the following:

The Developer will cause the Phase of the School Site Project on the Phase Two Property to be completed in accordance with the Plans and Specifications no later than July 31, 2022 (the “Phase Two Completion Date”), provided that after the completion of the Phase of the School Site Project on the Phase One Property, the Developer shall prioritize the preparation of the building pad on the Phase Two Property that is anticipated to be used for the construction of a high school such that such building pad shall be prepared as soon as is reasonably practicable.

3. Amendment to Section 5.4. Section 5.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 5.4. ACQUISITION PAYMENTS. Subject to Section 5.8, the IDB agrees that upon the Closing of the Phase One Property, the IDB shall pay the Developer the amount of \$6,700,611 as the purchase price for the improved Phase One Property (the “Phase One Acquisition Payment”). The IDB agrees that upon the Closing of the Phase Two Property, the IDB shall pay the Developer the amount of \$16,585,389 (the “Phase Two Acquisition Payment” and together with the Phase One Acquisition Payment, the “Acquisition Payments”). The parties agree that the Phase Two Acquisition Payment shall be allocated between the High School Property and the remainder of the Phase Two Property such that the amount of \$13,420,500 shall be paid at the Closing of the High School Property and the amount of \$3,164,889 (the “Final Acquisition Payment”) shall be paid at the Closing of the remainder of the Phase Two Property. The respective Acquisition Payments shall constitute the sole consideration to the Developer for the improvement and conveyance of the Phase One Property and the Phase Two Property pursuant hereto. The IDB has contemporaneously with this Agreement entered into a purchase agreement with the County (the “County Purchase Agreement”), pursuant to which the County has agreed to purchase the Phase One Property, the High School Property and the remainder of the Phase Two Property upon the IDB’s acquisition of each such parcel as provided herein, but the parties acknowledge that the County shall have no obligation to purchase the Phase One Property or the Phase Two Property until such property is improved and conveyed in accordance with the terms of this Agreement (except with respect to the High School Property, as to which improvements shall be



completed subsequent to the County's purchase). The parties agree to cooperate with the closing agent and title company to coordinate the Closings and the IDB's closings with the County and make such escrow arrangements as are necessary for the purchase price to be paid by the County to be available to pay the applicable Acquisition Payment. The Phase One Acquisition Payment and Phase Two Acquisition Payment, collectively, include a contingency amount of \$975,000 (the "Contingency Amount") allocated to the remediation of sinkholes, rock removal, injection wells and TDOT road realignment costs (collectively, the "Contingency Uses"), of which \$800,000 was not originally provided for in Developer's budget. Included in the \$975,000 Contingency Amount is an amount of \$106,000 originally provided in Developer's budget for a gravel pad cover, which amount the parties agreed to reallocate to sinkhole remediation. In the event the Contingency Amount is not fully required to pay the cost of the Contingency Uses, the parties agree that the Final Acquisition Payment shall be reduced accordingly, and the Developer shall provide documentation to the Public Parties to evidence such costs. In the event any additional remediation of sinkholes and injection wells is required, the Developer may request an additional payment for such remediation, but the IDB shall only be required to make such payment if the Developer has provided advance written notice to the IDB of such remediation prior to commencing such work and an agreement is reached as to the scope and cost of such additional work. The Developer shall consult with the Public Parties or their designees as to the scope of construction and method for addressing all sinkholes and injection wells.

4. No Other Amendments. Except as expressly set forth herein, the Agreement remains in full force and effect in accordance with its terms and nothing contained herein shall be deemed to be a waiver, amendment, modification or other change of any term, condition or provision of the Agreement (or a consent to any such waiver, amendment, modification or other change). All references in the Agreement to the Agreement shall be deemed to be references to the Agreement after giving effect to this Amendment.
5. Changes. This Amendment may not be modified or amended except pursuant to an instrument in writing signed by the IDB and the Developer.
6. Severability. In case any provision contained in this Amendment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
7. Counterparts. This Amendment may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same Amendment. Executed signature pages to this Amendment may be delivered by facsimile or other electronic means and will be deemed as sufficient as if original signature pages had been delivered.

*[Signatures Commence on Following Page]*



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

**THE IDB:**

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

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

**DEVELOPER**

**ROSSVIEW FARMS, LLC**

By: \_\_\_\_\_  
Ronnie Moore, Chief Manager



## **SECOND AMENDMENT TO PURCHASE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this "**Amendment**"), dated as of April \_\_, 2022, is made by and between **MONTGOMERY COUNTY, TENNESSEE** (the "**County**"), a political subdivision of the State of Tennessee, and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY** (the "**IDB**"), a Tennessee public, nonprofit corporation duly organized under the laws of the State of Tennessee, including but not limited to Tennessee Code Annotated § 7-53-101 *et seq.*

### **WITNESSETH:**

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

WHEREAS, on or around October 7, 2020, the IDB and Rossview Farms, LLC (the "**Developer**") entered into a Development and Purchase Agreement (Relating to School Site Adjacent to Rossview Road) (the "Original Development Agreement") pursuant to which the IDB agreed to acquire the School Site following the Developer's completion of grading and construction of certain public infrastructure improvements (collectively, the "**Improvements**") thereupon; and

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

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

WHEREAS, the Closing of the Phase One Property occurred on January 13, 2021; and

WHEREAS, on or around January 14, 2022, the Developer and the IDB entered into a First Amendment to Development and Purchase Agreement (Relating to School Site Adjacent to Rossview Road) (the "First Amendment to Development Agreement", and, together with the Original Development Agreement, the "Development Agreement"), pursuant to which the Developer and the IDB agreed, among other things, that (i) a portion of the Phase Two Property designated for the future development of a high school (the "High School Property") should be conveyed to the IDB prior to completion of the Improvements to the Phase Two Property and (ii) the acquisition price for the Phase Two Property should be adjusted to account for additional sinkhole remediation and rock removal work required to prepare the Phase Two Property, as set forth more fully in the First Amendment to Development Agreement; and

WHEREAS, in connection with the First Amendment to Development Agreement, the County and the IDB entered into that certain First Amendment to Purchase Agreement dated as of January 14, 2022 (the "First Amendment to Purchase Agreement") which, among other things, provided for the County's purchase of the High School Property from the IDB prior to the Developer's completion of the



Improvements to the Phase Two Property and adjusted the Phase Two Purchase Price to account for the additional allowances provided to the Developer; and

WHEREAS, as a result of additional costs required to be incurred by the Developer since the date of the First Amendment to Purchase Agreement, including additional sinkhole remediation costs and the cost of road realignment required by the Tennessee Department of Transportation ("TDOT"), the County and the IDB have determined that certain additional allowances should be granted to the Developer, resulting in an additional adjustment to the Purchase Price for the Phase Two Property; and

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

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

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

1. Defined Terms. Capitalized terms used but not defined in this Amendment shall have the respective meanings ascribed to them in the Development Agreement.
2. Amendment to Section 3. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. Purchase Price. The total purchase price (the "Purchase Price") for the sale of the Property is \$23,286,000. The Purchase Price attributable to the Phase One Property is \$6,700,611 (the "Phase One Purchase Price") and the Purchase Price attributable to the Phase Two Property is \$16,585,389 (the "Phase Two Purchase Price"). The Phase One Purchase Price shall be paid by wire transfer at the Closing (as defined below) of the Phase One Property. The Phase Two Purchase Price shall be paid in two installments, the first of which shall be \$13,420,500 (the "High School Property Purchase Price") and the second of which shall be \$3,164,889 (the "Phase Two Purchase Price Balance"). The High School Property Purchase Price shall be paid by wire transfer at the Closing of the High School Property, and the Phase Two Purchase Price Balance shall be paid by wire transfer at the Closing of the remainder of the Phase Two Property.

Notwithstanding the foregoing, the parties agree that the Phase Two Purchase Price Balance is intended to be equal to the Final Acquisition Payment (as that term is defined in the Development Agreement). In the event that the Final Acquisition Payment is less than \$3,164,889, the Phase Two Purchase Price Balance shall be reduced accordingly such that it matches the Final Acquisition Payment. In no event shall the Phase Two Purchase Price Balance exceed \$3,164,889.

3. No Other Amendments. Except as expressly set forth herein, the Agreement remains in full force and effect in accordance with its terms and nothing contained herein shall be deemed to be a waiver, amendment, modification or other change of any term, condition or provision of the Agreement (or a consent to any such waiver, amendment, modification or other change). All references in the Agreement to the Agreement shall be deemed to be references to the Agreement after giving effect to this Amendment.



4. Changes. This Amendment may not be modified or amended except pursuant to an instrument in writing signed by the County and the IDB.
5. Severability. In case any provision contained in this Amendment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
6. Counterparts. This Amendment may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same Amendment. Executed signature pages to this Amendment may be delivered by facsimile or other electronic means and will be deemed as sufficient as if original signature pages had been delivered.

*[Signatures Commence on Following Page]*



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

**THE COUNTY:**

**MONTGOMERY COUNTY, TENNESSEE**

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

**THE IDB:**

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

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

32816214.2



**Cost Adjustments for Kirkwook School Civil/ Site Work (no vertical construction)**

	Original Allowance in contract	July 21 Adjustment Add (Deduct)	January Adjustment	May Adjustment	Final Contract Adjustment	Total Allowance	Notes
<b>Sink Holes</b>	\$ 175,000	\$ 175,000	\$ 75,000	\$ 175,000			Total costs include the known cost for 15 sinkholes (\$425K), two injection wells (\$130K) and estimates for 5 sinkholes(\$30K per) not yet repaired
		\$ 106,000			\$ 531,000	\$ 706,000	
<b>Rock Removal</b>	\$ -	\$ 200,000	\$ 50,000		\$ 250,000	\$ 250,000	Rock Removal during site grading saved the GC from rock removal during vertical construction
<b>Gravel pad cover</b>	\$ 106,000	\$ (106,000)			\$ (106,000)	\$ (106,000)	Value Engineered from project to add \$\$s for sink hole repair
<b>Scope Change Gas and water</b>				\$ -	\$ -		Moore Construction absorbed \$150,000 scope change
<b>TDOT Road Realignment Costs</b>				\$ 65,591	\$ 65,591	\$ 65,591	Costs include additional CEMC fees, thermoplast striping instead of paint,
<b>Total Adjustment</b>		\$ 375,000	\$ 125,000	\$ 240,591	\$ 740,591	\$ 915,591	



**Cost Adjustments for Kirkwood School Civil/ Site Work (no vertical construction)**

	<b>Original Allowance in contract</b>	<b>July 21 Adjustment Add (Deduct)</b>	<b>January Adjustment</b>	<b>May Adjustment</b>	<b>Final Contract</b>
<b>Sink Holes</b>	\$ 175,000	\$ 175,000	\$ 75,000		
		\$ 106,000			\$ 356,000
<b>Rock Removal</b>	\$ -	\$ 200,000	\$ 50,000		\$ 250,000
<b>Gravel pad cover</b>	\$ 106,000	\$ (106,000)			\$ (106,000)
<b>Scope Change Gas and water</b>				\$ 150,000	\$ 150,000
<b>TDOT Road Realignment</b>				\$ 55,000	\$ 55,000
<b>Total Adjustment</b>		\$ 375,000	\$ 125,000	\$ 205,000	\$ 705,000



**RESOLUTION TO ENTER INTO AN OPERATIONAL MANAGEMENT AGREEMENT  
BETWEEN MONTGOMERY COUNTY, TENNESSEE, AND THE  
MONTGOMERY COUNTY SPORTS AUTHORITY**

**WHEREAS**, Montgomery County, Tennessee, is constructing a Multi-Purpose Event Center pursuant to its prior Resolutions which, among other things, will provide an event and arena center for a various diverse type of events, including sports activities; and



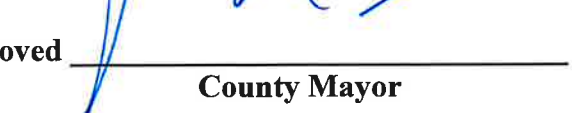
**WHEREAS**, day-to-day activities of the operations at the facility include management of the facility under an Operational Management Agreement with powers and include a permanent full-time tenant, Austin Peay State University, as well as use of the venue for day-to-day open operations and activities and public access third-party performances and events; and

**WHEREAS**, Montgomery County established, pursuant to previous Resolutions, the Montgomery County Sports Authority, to coordinate all of the above directly and through Montgomery County, Tennessee, under an Operational Management Agreement as allowed by Tennessee Law.

**WHEREAS**, the Montgomery County Sports Authority approved such proposed Operational Management Agreement in their meeting on the 26th day of October 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners sitting on this 9<sup>th</sup> day of May 2022, that the Operational Management Agreement attached hereto, which has been previously approved by the Montgomery County Sports Authority in their meeting on the 26th day of October 2021 shall be executed by the Montgomery County Mayor for the purposes set out herein and pursuant to the Resolutions referenced herein.

**Duly passed and approved this 9<sup>th</sup> day of May 2022.**

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

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

Draft

INTERGOVERNMENTAL AGREEMENT  
(MULTI-PURPOSE EVENT CENTER PROJECT)

This Intergovernmental Agreement (Multi-Purpose Event Center Project) (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2021 by and between Montgomery County, Tennessee (the "County") and The Montgomery County Sports Authority (the "Authority").

WITNESSETH:

WHEREAS, the Board of County Commissioners of the County (the "County Commission") has previously approved the development of a multi-purpose event center within the County (the "MPEC"); and

WHEREAS, to finance certain costs in connection with the development of the MPEC, the County issued its General Obligation Bonds, Series 2020B (Tax-Exempt) in the principal amount of \$86,200,000, and its General Obligation Bonds, Series 2020C (Federally Taxable) in the principal amount of \$25,105,000, dated October 30, 2020 (collectively, the "Bonds"); and

WHEREAS, the Bonds are payable from, among other things, certain revenues derived from the operation of the MPEC, including but not limited to seat fees, naming rights, and lease payments; and

WHEREAS, the Authority has been created pursuant to Chapter 67, Title 7 of the Tennessee Code Annotated (the "Act") for the purpose of exercising all powers granted to a sports authority by the Act, including, without limitation, the financing, constructing and operating of the MPEC; and

WHEREAS, the County Commission, by resolution adopted on November 12, 2019, has authorized the County Mayor, on behalf of the County, to enter into an Intergovernmental Agreement with the Authority relating to matters of construction, development and operation of the MPEC; and

WHEREAS, the County has entered into that certain Lease and License Agreement between the County and Austin Peay State University ("APSU") dated October 7, 2020 (the "Lease and License Agreement"), pursuant to which the County has granted APSU certain rights, including the right to use the MPEC for APSU men's and women's basketball games, in exchange for APSU's payment of rent to the County, all as more fully set forth in the Lease and License Agreement; and

WHEREAS, the County has entered into that certain Operating, Management and Sales Agreement By and Between Montgomery County and Powers Management, L.L.C. (the "Manager") dated as of October 27, 2020 (the "Management Agreement"), pursuant to which the Manager has agreed to provide certain management, operational and other services to the County in connection with the MPEC, as set forth more fully in the Management Agreement; and



WHEREAS, the County anticipates that it may enter into certain other agreements relating to the operation of the MPEC; and

WHEREAS, the County desires to engage the Authority to serve as the County's agent for administration of the Lease and License Agreement, the Management Agreement, and such other agreements relating to the MPEC as the County may authorize and designate in the future (collectively, the "Administered Contracts" and each, individually, an "Administered Contract"), and to perform such other services for the County as further set forth herein; and

WHEREAS, pursuant to the Act, the County is authorized to aid or otherwise provide assistance to the Authority, for such term or terms and upon such conditions as may be determined by resolution of the County Commission, by granting, contributing or pledging revenues of the County to or for the benefit of the Authority; and

WHEREAS, it is deemed necessary and desirable by the County Commission and the Board of Directors of the Authority that the parties enter into an agreement addressing the rights and obligations of each party with respect to the administration of the Administered Contracts and certain other matters related thereto;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement of the Authority to Administer the Administered Contracts. The County hereby engages, designates and appoints the Authority to serve as agent for the County in the performance and administration of the Administered Contracts, and the Authority hereby accepts such engagement, designation and appointment, as more particularly set forth herein.

2. Duties of the County. The County covenants and agrees to provide such financial and other assistance and aid to the Authority as shall be reasonably necessary and appropriate to allow the Authority to perform the County's obligations and to exercise the County's rights under the Administered Contracts, subject to annual appropriation and any limitations of applicable law.

3. Duties of the Authority. The Authority covenants and agrees as follows:

(a) Subject to the Authority's receipt of funding from the County in such amounts and at such times as deemed necessary by the County to provide for the fulfillment of the County's financial obligations under the Administered Contracts, the Authority will perform and fulfill all obligations of the County under the Administered Contracts, will timely exercise all rights of the County, and will otherwise administer each of the Administered Contracts in good faith on behalf of the County, in each case with the objective of ensuring the maintenance and operation of the MPEC as a first-class facility and in a manner consistent with the best interests of the County.

(b) The Authority agrees that it will adopt an annual budget for the MPEC indicating all operating expenses, revenues and capital improvements based upon the annual budget presented by the then current manager of the MPEC pursuant to any existing management agreement in effect from time to time. The Authority agrees to (i) promptly provide the Director of Accounts and Budgets for the County (the "Director of Finance") with all budget information and proposals, as and when presented to, or prepared by, the Authority; (ii) consult with the Director of Finance in connection with the adoption of its annual budget for the MPEC; and (iii) present the budget so adopted to the County at times and in the manner prescribed by the Director of Finance and in compliance with any requirements of the budget process of the County.

(c) The Authority will maintain detailed and accurate records of all funds received and disbursed by the Authority under each of the Administered Contracts. The Director of Finance and/or his or her designee shall have the right to inspect all books and records of the Authority upon request.

(d) Notwithstanding anything else herein to the contrary, the Authority shall not have the authority to take any of the following actions:

(1) Amend or terminate any of the Administered Contracts without the prior written approval of the County;

(2) Negotiate or execute any other agreement materially affecting any rights or obligations of the County or that may reasonably be expected to require appropriations from the County without the prior written approval of the County;

(3) Grant or withhold any notices or approvals pertaining to naming or sponsorship of the MPEC as set forth in Sections 5.4 and 5.5 of the Management Agreement or any similar provision of any other agreement without the prior written approval of the County;

(4) Authorize or undertake any capital improvement to the MPEC without the prior written approval of the County;

(5) Initiate, defend, or settle any claims relating to the MPEC without the prior written approval of the County;

(6) Authorize any expenditure, the incurrence of which will require appropriations from the County above amount(s) previously budgeted or otherwise provided by the County, without the prior written approval of the County; or

(7) Take any action adversely affecting the tax-exempt status of the Bonds.

4. Operating Revenues. The Authority agrees that all revenues, lease payments, license fees, and any and all other amounts received by the Authority under any of the Administered Contracts (collectively, the "Operating Revenues") shall be remitted to the County to be applied to the payment of principal and/or interest on the Bonds. Such



remittances shall occur at such times, and shall be in such amounts, as directed by the Director of Finance.

5. Establishment of Funds. The Authority and the County agree to establish such funds and accounts as shall be determined necessary and advisable by the Director of Finance to account for and manage the revenues and receipts relating to the Administered Contracts and/or the MPEC.

6. Damage Payments. The County and the Authority agree that in the event the Authority recovers any payment or damages (liquidated or otherwise) as a result of a breach or alleged breach of any of the Administered Contracts ("Damage Payments"), the Damage Payments shall be remitted to the County to pay principal and/or interest on the Bonds and/or to reimburse the County for any amounts previously expended by the County to pay expenses of operating and maintaining the MPEC, as determined in the discretion of the Director of Finance.

7. Approval of Modifications by the County. The Authority agrees that no provision or term of the Management Agreement, the Lease and License Agreement, or any other Administered Contract which may affect any of the County's rights hereunder shall be terminated, waived, amended, revised or modified without the written approval of the Director of Finance.

8. Cooperation. The County and the Authority will cooperate in good faith with one another to facilitate the Authority's administration of the Administered Contracts and to ensure the appropriate operation and maintenance of the MPEC in a manner consistent with the objectives and interests of the County.

9. Designation of Additional Agreements as Administered Contracts. The County may designate additional agreements as Administered Contracts to be administered by the Authority under this Agreement. In the event that any additional agreement is designated by the County to become an Administered Contract, the County shall deliver a written notice to the Authority of such designation (the "Contract Notice"), along with a copy of the contract requested to be administered by the Authority. The Contract Notice shall include a description of the contract, shall state that the County has designated the contract for administration by the Authority under this Agreement, shall be signed by an authorized representative of the County, and shall provide a space for the signature of an authorized representative of the Authority. The Authority shall evidence its acceptance of the contract as an Administered Contract hereunder by affixing the signature of an authorized representative of the Authority to the Contract Notice in the space provided. A duly executed copy of the Contract Notice shall be delivered to and maintained in the official records of the County Commission and the board of the Authority.

10. Term. The term of this Agreement, and the duties and responsibilities of the parties hereunder, shall commence as of the date hereof and shall continue until the earliest to occur of (i) performance of all obligations of the parties hereunder, (ii) termination by mutual consent of the parties, or (iii) termination pursuant to Section 11 hereof. The termination of this Agreement shall not be permitted if such termination would impair in any

way the ability or capacity of either of the parties hereto to fully and timely pay and perform its obligations under any contract or agreement with any third party, including the holder or owner of any of the bonds described herein.

11. Default. In the event either of the parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, either of the parties, so long as said party is not itself in default hereunder, (i) may terminate this Agreement, whereupon the terminating party shall be relieved of any further obligations hereunder, or (ii) seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder, the parties hereto hereby recognizing that the duties and obligations hereunder are such that money damages are an insufficient and incalculable remedy.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

13. Entire Agreement. This Agreement contains the entire understanding among the parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any agreements made by the County in connection with the issuance of the Bonds, the terms of said documents or agreements shall control.

14. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

15. Authorized Representatives. Any action required of or permitted to be taken by any of the parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

MONTGOMERY COUNTY, TENNESSEE

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

ATTEST:

By: \_\_\_\_\_  
Kellie Jackson  
County Clerk

APPROVED AS TO AVAILABILITY  
OF FUNDS BY:

\_\_\_\_\_  
Jeff Taylor  
Director of Accounts and Budgets

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Tim Harvey  
County Attorney

THE MONTGOMERY COUNTY  
SPORTS AUTHORITY

By: \_\_\_\_\_  
[ Chairman ]

6627525.5

**RESOLUTION TO AMEND VARIOUS BUDGETS WITHIN  
THE SHERIFF'S OFFICE TO MAKE CERTAIN OPERATIONAL AND  
CAPITAL OUTLAY PURCHASES FOR FISCAL YEAR 2022**

**WHEREAS**, the Sheriff's Office has identified various operational and capital outlay items for the Sheriff's Office, Special Patrols, and the Jail, that fall within the object code expenditures for law enforcement supplies, miscellaneous supplies, law enforcement equipment, motor vehicles, building improvements, food service equipment, and other equipment; and

**WHEREAS**, there are unspent salary and benefit appropriations due to vacant position that are suitable for one-time expenditures in the Sheriff's Office, Special Patrols, and Jail budgets for categories listed above.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on the 9<sup>th</sup> day of May 2022, authorize the transfer of funds in the amounts listed below; and that the Director of Accounts and Budgets amend the following accounts accordingly:

DEPUTIES	101-54110-00000-54-51060	(260,000)
INVESTIGATORS	101-54110-00000-54-51080	(50,000)
SOCIAL SECURITY	101-54110-00000-54-52010	(15,000)
STATE RETIREMENT	101-54110-00000-54-52040	(40,000)
MEDICAL INSURANCE	101-54110-00000-54-52070	(50,000)
DEPUTIES	101-54120-00000-54-51060-00076	(100,000)
STATE RETIREMENT	101-54120-00000-54-52040-00076	(15,000)
MEDICAL INSURANCE	101-54120-00000-54-52070-00076	(30,000)
DEPUTIES	101-54210-00000-54-51060	(140,000)
SOCIAL SECURITY	101-54210-00000-54-52010	(30,000)
MEDICAL INSURANCE	101-54210-00000-54-52070	(300,000)
		<u>(1,030,000)</u>
LAW ENF SUPPLIES	101-54110-00000-54-54310	180,000
LAW ENF EQUIPMENT	101-54110-00000-54-57160	235,000
MOTOR VEHICLES	101-54110-00000-54-57180	145,000
OTHR SUPPLIES AND MAT	101-54210-00000-54-54990	16,000
BLDG IMPROVEMENTS	101-54210-00000-54-57070	94,000
FOOD SERVICE EQUIP	101-54210-00000-54-57100	190,000
OTHER EQUIPMENT	101-54210-00000-54-57900	170,000
		<u>1,030,000</u>

**Duly passed the 9th day of May 2022.**

Sponsor

*Sherriff John S. Fox*

Commissioner

*Joe / Auck*

Approved

*[Signature]*

County Mayor

Attested \_\_\_\_\_

County Clerk



COUNTY COMMISSION MINUTES FOR

APRIL 11, 2022

SUBMITTED FOR APPROVAL MAY 9, 2022

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, April 11, 2022, at 6:00 P.M. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Kyle Johnson, Chief of Staff, Teresa Cottrell, Chief Deputy Clerk, John Fuson, Sheriff, Rebecca Garman, 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	Garland Johnson	Larry Rocconi
Loretta J. Bryant	Charles Keene	Robert Sigler
Brandon Butts	Rashidah A. Leverett	Joe Smith
Carmelle Chandler	James R. Lewis	Tangi C. Smith
Joe L. Creek	Lisa L. Prichard	Walker R. Woodruff

PRESENT: 21

ABSENT: None

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

**Mayor Durrett presented a Proclamation to Ethan Morrow, recipient of the Governor's Volunteer Stars Award, for his commitment to outdoor activity and early childhood literacy.**

**Mayor Durrett presented a Proclamation to Curtis Driver, recipient of the Governor's Volunteer Stars Award, for his commitment to our military veterans and making Montgomery County a better place to live.**

**Mayor Durrett presented a Proclamation and Certificates to the Clarksville Christian School Lady Centurions, in recognition of their two basketball championships in 2022.**

**Mayor Durrett presented Certificates to the Individual State Wrestling Champions.**

**Mayor Durrett presented a Proclamation and Certificates to the Rossview Lady Hawks, the 2022 Girls State Dual Wrestling Champions.**

**Mayor Durrett presented a Proclamation and Certificates to the Clarksville High Lady Cats, the 2022 Girls State Individual Wrestling Champions.**

**The following Zoning Resolution was Adopted:**

**AB-1-2022**     Resolution Approving the Vacation of a Portion of Jackson Ridge Road (formerly Fishermans Alley)

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

- 22-4-1**            Resolution to Accept and Appropriate Joint Grant Funds from the Bureau of Justice Assistance of the United States Department of Justice
- 22-4-2**            Resolution to Amend the Sheriff's Office Motor Vehicle Budget for Fiscal Year 2022
- 22-4-3**            Resolution to Amend Resolution 21-6-11 Authorizing the Industrial Development Board to Apply for a Grant from the Tennessee Valley Authority Through InvestPrep Grant Program
- 22-4-4**            Resolution Authorizing Montgomery County to Enter into a Lease Agreement for the Purpose of Farming Certain Portions of County Owned Property Known as the Kirkwood Property and Leasing Certain Portions of the Same Property to Bi-County Solid Waste by Interlocal Agreement



**22-4-5**

**Resolution Authorizing Montgomery County to Sale and Convey Property  
Acquired by Tax Sale Pursuant to T.C.A. 67-5-2507**

- Commission Minutes dated March 14, 2022
- County Clerk's Report and Notary List
- Nominating Committee Nominations
- County Mayor Nominations and Appointments

**Reports Filed:**

1. Letter from Tennessee Comptroller of Treasury – Report Extension Approval
2. Building & Codes Monthly Reports
3. Accounts & Budgets Monthly Reports
4. Trustee's Monthly Reports

**The Board was adjourned at 6:29 P.M.**

Submitted by:

Kellie A. Jackson, Clerk  
Kellie A. Jackson

County Clerk

By: Jereca Cottrell, C.D.



**County Clerk's Report**  
**May 9, 2022**

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of April 2022.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Sheriff's Deputies and Deputy County Officials are approved as taken.

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

This the 9<sup>th</sup> day of May 2022.

  
County Clerk





## OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Kyle Byrd	Sheriff Deputy	04/26/2022
Dylan Cato	Sheriff Deputy	04/26/2022
Kaitlyn Murry	Sheriff Deputy	04/26/2022
Grant Stoebner	Sheriff Deputy	04/26/2022
Jennifer White	Sheriff Deputy	04/26/2022

## OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Yavona Murray	Deputy Circuit Court Clerk	04/05/2022
Julia Rhone	Deputy Circuit Court Clerk	04/12/2022
April L. Marshall	Deputy Assessor	04/08/2022
Kelly Skinner	Deputy Assessor	04/08/2022

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 May 09,2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. SANTOS RICARDO AQUINO	550 WINDING BLUFF WAY CLARKSVILLE TN 37040 931-220-4635	
2. MICHELLE ASHBY	476 TURNER LOOP FORT CAMPBELL KY 42223 931 624 3644	2601 INDIANA AVE FORT CAMPBELL KY 42223 931 257 8459
3. RONA AYALA	1001 FILLMORE CT CLARKSVILLE TN 37042 931 249 1119	
4. KAYA BAKER	90 SCARBOROUGH HOLLOW RD STEWART TN 37175 931 627 5740	212 MADISON ST CLARKSVILLE TN 37040 931 647 5959
5. SHELBI BASS	3760 KENDRA CT N CLARKSVILLE TN 37040 254 423 3960	
6. ALOWETTA J BELL	1048 GLENHURST WAY CLARKSVILLE TN 37040 386 279 1508	
7. AMANDA A BLOUNT	1000 EDWARDS LANE CLARKSVILLE TN 37043 931-216-6754	N/A
8. MELISSA BOSWORTH	312 PINSON CT CLARKSVILLE TN 37040 916-276-1659	2 MILLENNIUM PLAZA CLARKSVILLE TN 37040 9316485700
9. CAROLINE BRINK	1489 WILD FERN LN CLARKSVILLE TN 37042 615-663-5664	121 SOUTH THIRD ST CLARKSVILLE TN 37040 9316471501
10. SHEENA L. BURNEY	234 BURCH RD CLARKSVILLE TN 37042 931 449 0181	435 METROPLEX DR NASHVILLE TN 37211 615 762 2137
11. ERICA CARNEY	3677 S JOT DR CLARKSVILLE TN 37040 615 788 8567	
12. KAILYNN M CASTRO	2934 DUNLOP LN APT 135 CLARKSVILLE TN 37043 931-220-9877	2595 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-645-8900



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Notaries to be elected May 09,2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. PATRICIA CHEEK COURTS	164 CLDE CT CLARKSVILLE TN 37042 615 568 8998	
14. KIMBERLY CHINQUEE	3758 TRADEWINDS TERRACE CLARKSVILLE TN 37040 205-886-8210	
15. OLIVIA CROUCH	2821 SUMMERTREE LANE CLARKSVILLE TN 37040 912-400-1864	125 EDINBURGH S. DR. STE 310 CARY NC 27511
16. BIANCHA T DARDEN	2403 RAMBLEWOOD DR APT B19 CLARKSVILLE TN 37040 931-220-5155	280B INDUSTRIAL DR CLARKSVILLE TN 37040 9312205155
17. DEONDRA EASLEY	1016 FOXMORE DR CLARKSVILLE TN 37042 615 267 9655	
18. LAKESHIA GOODSON	2100 RINGGOLD CT APT 2 CLARKSVILLE TN 37042 615 513 1129	PO BOX 1891 FUQUA VARINA NC 27526 931 255 5911
19. CHARLSEY LEIGH GREENE	982 CUMBERLAND HGTS RD CLARKSVILLE TN 37040 931-217-0508	160 HWY 13 CUNNINGHAM TN 37052
20. GAIL H GRIMES	2121 KAREN CT CLARKSVILLE TN 37043 931-648-0970	50 FRANKLIN ST CLARKSVILLE TN 37043 931 906 0013
21. JOHANNA GUADALUPE	1825 ABRAMS RD CLARKSVILLE TN 37042 616-706-5249	2629 KNIGHT RD NASHVILLE TN 37204 615-610-4703
22. JONATHAN HAWLEY	1776 BROADRIPPLE DR CLARKSVILLE TN 37042 916.475.3088	1776 BROADRIPPLE DR CLARKSVILLE TN 37040 9164753088
23. SANDRA M HETLAND	1770 RIVERHAVEN DR ADAMS TN 37010 931 358 0072	141 HATCHER LANE CLARKSVILLE TN 37043 931.362.5101
24. FREDDIE HOARD	621 BASSETT LANE CLARKSVILLE TN 37043 931-561-1647	1899 ASHLAND CITY RD STE 1 CLARKSVILLE TN 37043 9316482275

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Notaries to be elected May 09,2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. SANDRA L HOLVA	2782 UNION HALL RD CLARKSVILLE TN 37040 931 552 0025	731 WINDERMERE DR CLARKSVILLE TN 37043 931 358 3010
26. KENNE-JEAN IRBY	537 MARTIN RD CLARKSVILLE TN 37042 931 206 8408	2503 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 503 8000
27. JANIE LOU JACKSON	920 GRAVEL LN ADAMS TN 37010 931-801-2118	2 MILLENNIUM PLAZA SUITE 115 CLARKSVILLE TN 37040 9316485700
28. ALETHA D JEFFERSON	2220 KILLINGTON DR CLARKSVILLE TN 37040 931 472 6359	320 6TH AVE N 2ND FLOOR NASHVILLE TN 37243 615 253 8005
29. LATASHA JOHNSON	105 WYNWOOD DR UNIT D CLARKSVILLE TN 37042 615-946-8000	
30. DEBRA JOINER	1305 MAGNUM DR CLARKSVILLE TN 37040 931-237-0945	2595 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-645-8900
31. RHONDA K KAY	701 INVER LN CLARKSVILLE TN 37042 931 206 0868	200 COMMERCE ST STE A CLARKSVILLE TN 37042 931-648-5574
32. K KIEPKE	1620 WONDERBOY CT CLARKSVILLE TN 37042 931 933 0283	
33. MARIA J LEWIS	3124 TROUGH SPRINGS RD CLARKSVILLE TN 37043 931-206-9142	
34. TREVIA T LIGGINS	367 SAM HOUSTON CIRCLE CLARKSVILLE TN 37040 615 482 1295	440 HARDING PIKE NASHVILLE TN 37205 6152988331
35. ROBIN LITTLE	315 KELSEY DR 37042 931 249 8318	
36. AMANDA E MARKIN	682 RENEE COURT CLARKSVILLE TN 37043 931-358-6130	2232 WILMA RUDOLPH BLVD. CLARKSVILLE TN 37040 931-648-0395
37. MARY B MCCOOLEY	2569 LYLEWOOD RD WOODLAWN TN 37191 931 206 0074	2503 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 206 0074



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Notaries to be elected May 09,2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. SYDNEY MCDONALD	100 BROOKSIDE DR APT7B CLARKSVILLE TN 37042 931.249.4259	2050 LOWES DR CLARKSVILLE TTN 37042 931.431.6800
39. LAUREN SAFLEY MEADOWS	5582 WARTRACE CEMETERY RD SPRINGFIELD TN 37172 1361 WINTERSET DR CLARKSVILLE TN 37040 704 605 1793	121 SOUTH THIRD STREET CLARKSVILLE TN 37040 931-647-1501 651 DUNLOP LN CLARKSVILLE TN 37040 931 502 1000
40. JENNIFER MEDINA	2690 HWY 48 APT D CLARKSVILLE TN 37040 931-278-1317	1025 MADISON ST CLARKVILLE TN 37040 931-552-9231
42. RHONDA M MILLIKEN	1300 ABBY LOU DR CLARKSVILLE TN 37040 731 336 0755	
43. RHONDA MITCHELL	1489 HOLLIS RIDGE CLARK TN 37043 281-726-1808	1957 MADION ST CLARKSVILLE TN 37040 9312747520
44. PAM J MITCHELL	1301 UPLAND TERRACE CLARKSVILLE TN 37043 931 561 3140	511 EIGHTH STREET CLARKSVILLE TN 37040 931 920 7200
45. KRYSTAL SHAVON MONTGOMERY	580-606 HERITAGE POINTE DR CLARKSVILLE TN 37042 973-277-6109	777 WINNERS WAY OAK GROVE KY 42262
46. B LYNN MORTON	141 MAYHEW RD CLARKSVILLE TN 37043 931 320 2484	109 SOUTH THIRD ST CLARKSVILLE TN 37040 931.320.2484
47. DARLA J MURPHY	1740 NORTH SOULES CHAPEL RD CUMBERLAND FURNACE TN 37051 615 219 2754	350 PAGEANT LN STE 101-C CLARKSVILLE TN 37040 9316485709
48. TAMI NEWBERRY	760 W ACCIPITER CIR CLARKSVILLE TN 37043 256-919-5699	760 W ACCIPITER CIR CLARKSVILLE TN 37043 9313780590
49. JESSICA O'NEAL	2780 TROUGH SPRINGS RD CLARKSVILLE TN 37043 931 801 9153	894 TN 76 SUITE 113 CLARKSVILLE TN 37043 931 801 9153

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Notaries to be elected May 09,2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
50. JACKIE H PETERSON	1601 GHOLSON RD CLARKSVILLE TN 37043 931-801-1646	2225 LOWES DR STE C CLARKSVILLE TN 37040 931-538-6500
51. CEDRIC JOSE PUENTES TORRES	1751 ASHLAND CITY RD APT J72 CLARKSVILLE TN 37043 931-220-9187	590 FIRE STATION RD STE A CLARKSVILLE TN 37043
52. MYRA L REID	3749 SILVER FOX CT CLARKSVILLE TN 37040 931 378 2054	
53. MICHELLE RENE RHOADES	871 TERRACIDE CIR CLARKSVILLE TN 37040 931 346 9318	
54. JENNIFER L RICHARDS	1753 GATEWAY LANE CLARKSVILLE TN 37043 931 436 7931	401 TINY TOWN RD SUITE A CLARKSVILLE TN 37042 931 546 8500
55. T. RITCHIE	126 HICKORY GROVE BLVD CLARKSVILLE TN 37040 931-249-9349	PO BOX 3524 CLARKSVILLE TN 37043 9314361461
56. M. ELIZABETH SHEARON	1955 MEMORIAL DR #D33 CLARKSVILLE TN 37043 931-801-5651	1955 MEMORIAL DR CLARKSVILLE TN 37043 931-552-2731
57. KARLA SHELTON	410 WOODALE DR CLARKSVILLE TN 37042 931 338 8839	200 COMMERCE ST STE A CLARKSVILLE TN 37040 931 648 5574
58. TINA SHINN	327 ELLINGTON DR CLARKSVILLE TN 37043 270.350.1945	2155 LOWES DR CLARKSVILLE TN 37040
59. TERRY SWIFT	517 RINGGOLD CLARKSVILLE TN 37042 931-257-0848	2856 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-552-7991
60. MAGGIE S. TITUS	2154 N MEADOW DR CLARKSVILLE TN 37043 812 604 8591	
61. DAWN ULRICH	8256 JACKMAN RD JOELTON TN 37080 931 980 1645	2698 MADISON ST CLARKSVILLE TN 37043 931 553 2028



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Notaries to be elected May 09,2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
62. LAURA VELAZQUEZ	2217 PENDLETON DR CLARKSVILLE TN 37042 615-739-8046	1650 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-919-2535
63. MANDY WILLIAMS	736 CAVALIER DR CLARKSVILLE TN 37040 931-624-8000	502 MADISON ST CLARKSVILLE TN 37040 931-503-3038
64. AMANDA WILSON	2016 WINDROE DR CLARKSVILLE TN 37042 303-905-5079	719 E COLLEGE ST DICKSON TN 37055 9312230197
65. DANIEL C WILSON JR	1316 BLACK OAK CIR CLARKSVILLE TN 37042 931-624-8100	2425 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931-648-4300
66. LESLIE WISDOM	330 RYE DR CLARKSVILLE TN 37043 931-320-0801	570 FIRESTATION RD CLARKSVILLE TN 37043 931-358-3994

## **NOMINATING COMMITTEE NOMINATIONS**

May 9, 2022

### **COMMUNITY HEALTH FOUNDATION**

\_\_\_\_\_ nominated to replace Dr. David Denton for a three-year term to expire February 2025.

### **BOARD OF EQUALIZATION**

\_\_\_\_\_ nominated to fill the unexpired term of Scott Little, as an alternate, with term to expire April 2023.



## MONTGOMERY COUNTY DRIVER SAFETY PROGRAM

### QUARTERLY REPORT: REVENUE AND ATTENDEES

#### JANUARY - MARCH 2022

##### \*Adult Driver Improvement Program

<b><u>Rev Rec:</u></b> January 2022.....\$ 1,731.37	<b><u>Attendees:</u></b> January 2022.....22
February 2022.....\$ 1,859.62	February 2022.....29
March 2022.....\$ 1,218.37	March 2022.....21
Total.....\$ 4,809.36	Total.....72

##### \*ADIP Book Fees

<b><u>Rev Rec:</u></b> January 2022.....\$ 89.77
February 2022.....\$ 96.42
March 2022.....\$ 63.17
Total.....\$ 249.36

##### \*JUVENILE COURT DDC 4

<b><u>Rev Rec:</u></b> January 2022.....\$ 14.25	<b><u>Attendees:</u></b> January 2022.....n/a
February 2022.....\$ 14.25	February 2022 .....n/a
March 2022.....\$ 4.75	March 2022.....n/a
Total.....\$ 33.25	Total.....n/a

**\*Reality**

<b><u>Rev Rec:</u></b> January 2022.....\$ 85.50	<b><u>Attendees:</u></b> January 2022....n/a
February 2022.....\$ 85.50	February 2022.n/a
March 2022.....\$ 57.00	March 2022.....9
Total.....\$ 228.00	Total.....9

**\*TEEN DRIVER IMPROVEMENT PROGRAM**

<b><u>Rev Rec:</u></b> January 2022.....\$ 266.00	<b><u>Attendees:</u></b> January 2022...n/a
February 2022.....\$ 456.00	February 2022...11
March 2022.....\$ 608.00	March 2022.....n/a
Total.....\$ 1,330.00	Total.....11





**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:** May 2, 2022  
**SUBJ:** April 2022 ADEQUATE FACILITIES TAX REPORT

---

The total number of receipts issued in April 2022 is as follows: City 186 and County 37 for a total of 223.

There were 181 receipts issued on single-family dwellings, 6 receipts issued on multi-family dwellings with a total of 24 units, 10 receipts issued on condominiums with a total of 10 units, 0 receipts issued on townhouses. There was 1 exemption receipt issued.

The total taxes received for April 2022 was \$116,000.00

The total refunds issued for April 2022 was \$0.00.

Total Adequate Facilities Tax Revenue for April 2022 was \$116,000.00

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

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	2540
	County:	941
	Total:	3481
TOTAL REFUNDS:		\$6,060.00
TOTAL TAXES RECEIVED:		\$1,800,500.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	1	64	65
SINGLE-FAMILY DWELLINGS:	1060	549	1609
MULTI-FAMILY DWELLINGS (188 Receipts):	1324	311	1635
CONDOMINIUMS: (103 Receipts)	97	6	103
TOWNHOUSES:	43	0	43
EXEMPTIONS: (26 Receipts)	15	11	26
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  
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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:** May 2, 2022

**SUBJ:** April 2022 PERMIT REVENUE REPORT

---

The number of permits issued in April 2022 is as follows: Building Permits 103, Grading Permits 1, Mechanical Permits 68, and Plumbing Permits 16 for a total of 188 permits.

The total cost of construction was \$17,231,066.00. The revenue is as follows: Building Permits \$49,987.15, Grading Permits \$235.00, Plumbing Permits \$1,600.00, Mechanical Permits: \$9,100.00 Plans Review \$3,997.73, BZA \$250.00, Re-Inspections \$700.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in April 2022 was \$65,869.88.

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

NUMBER OF SINGLE FAMILY PERMITS:	550
COST OF CONSTRUCTION:	\$427,499,386.00
NUMBER OF BUILDING PERMITS:	1184
NUMBER OF PLUMBING PERMITS:	236
NUMBER OF MECHANICAL PERMITS:	745
NUMBER OF GRADING PERMITS:	27
BUILDING PERMITS REVENUE:	\$1,104,019.25
PLUMBING PERMIT REVENUE:	\$26,000.00
MECHANICAL PERMIT REVENUE:	\$76,750.00
GRADING PERMIT REVENUE:	\$25,659.50
RENEWAL FEES:	\$1,050.00
PLANS REVIEW FEES:	\$111,876.58
BZA FEES:	\$3,000.00
RE-INSPECTION FEES:	\$9,900.00
PRE-INSPECTION FEES:	\$50.00
SAFETY INSPECTION FEES:	\$50.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$1,357,305.33

**APRIL 2022 GROUND WATER PROTECTION**

The number of septic applications received for April 2022 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:	 \$1,357,305.33
RS/bf	

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







# **Clarksville Regional Airport**

Montgomery County, Tennessee

*Connecting People*

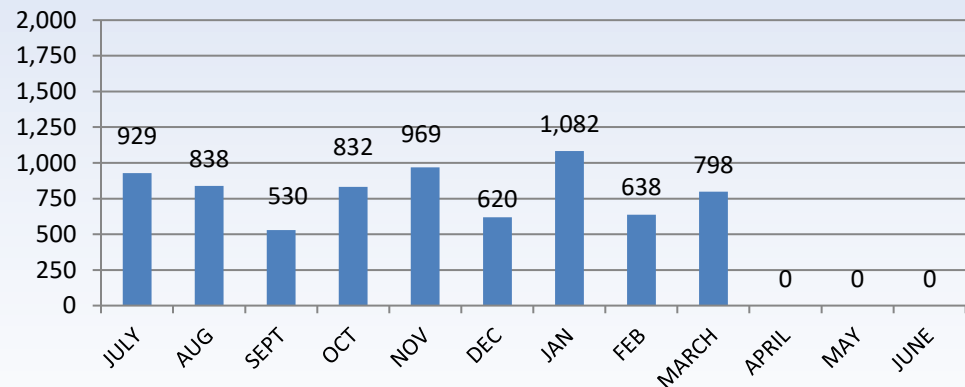
## **Airport Quarterly Report 3<sup>rd</sup> Quarter FY-2022**

# Operating Report (Traffic)

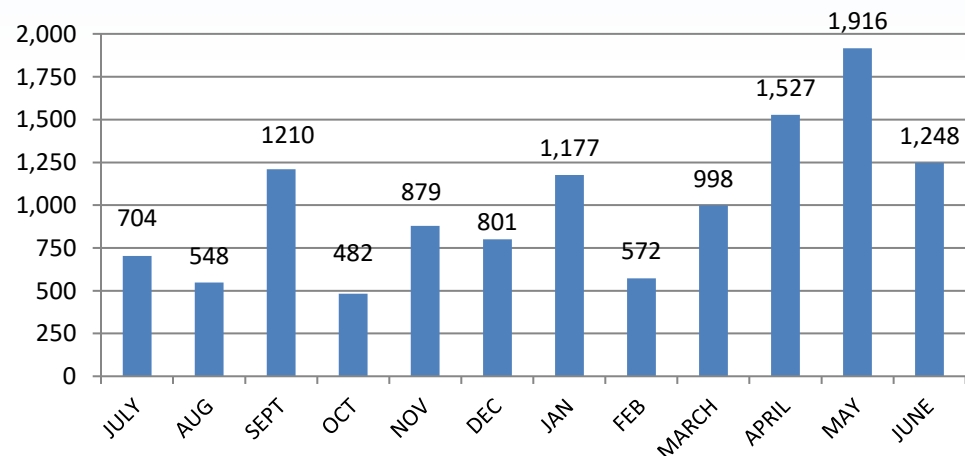
Quarter: 8 %   
YTD: 2 % 

	Jet	Military	Piston	TOTAL
JULY	54	7	868	929
AUG	70	40	728	838
SEPT	35	10	485	530
OCT	57	4	771	832
NOV	76	37	856	969
DEC	58	12	550	620
JAN	55	31	996	1,082
FEB	72	24	542	638
MARCH	71	6	721	798
APRIL				0
MAY				0
JUNE				0
<b>Total</b>	<b>548</b>	<b>171</b>	<b>6,517</b>	<b>7,236</b>



**Total Aircraft FY 22**



**Total Aircraft FY 21**

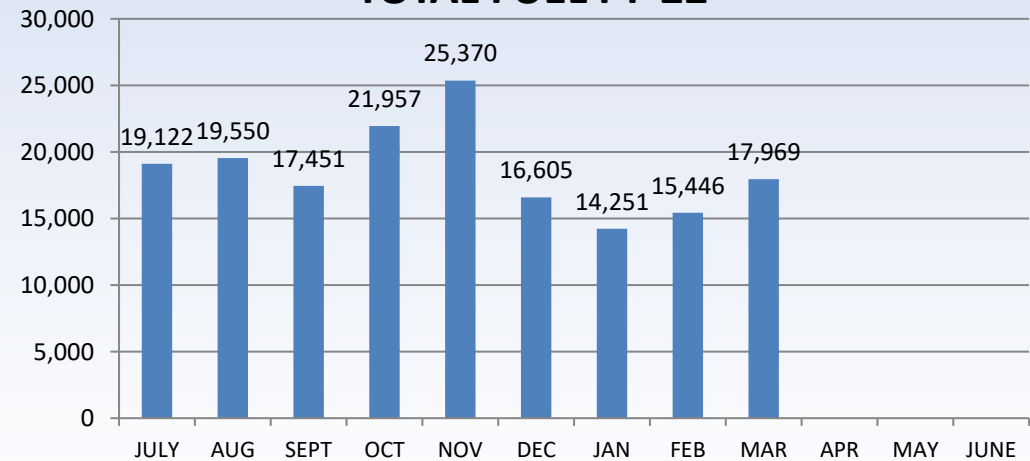




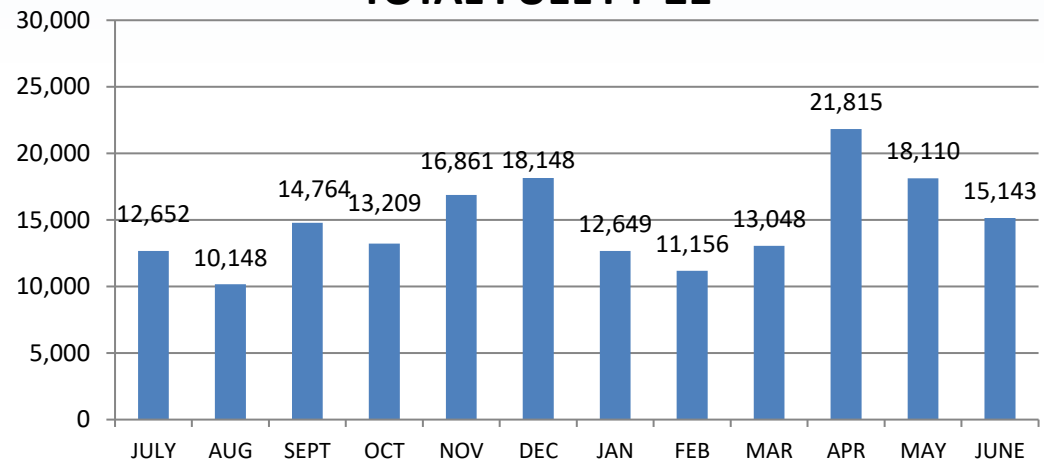
Quarter: 29%   
YTD: 37% 

MONTH	JET A	AVGAS	TOTAL
JULY	9,857	9,265	<b>19,122</b>
AUG	13,118	6,432	<b>19,550</b>
SEPT	11,416	6,035	<b>17,451</b>
OCT	14,902	7,055	<b>21,957</b>
NOV	17,838	7,532	<b>25,370</b>
DEC	12,441	4,164	<b>16,605</b>
JAN	9,881	4,370	<b>14,251</b>
FEB	11,925	3,521	<b>15,446</b>
MAR	10,808	7,161	<b>17,969</b>
APR			
MAY			
JUNE			
<b>Total</b>	<b>112,186</b>	<b>55,535</b>	<b>167,721</b>

**TOTAL FUEL FY-22**



**TOTAL FUEL FY-21**



- **Historical Data**

- Estimated Fuel sales by monthly performance average

- Forecast by Quarter FY22

- 224,492 Gallons 1<sup>st</sup> QTR
    - 240,110 Gallons 2<sup>nd</sup> QTR
    - 223,628 Gallons 3<sup>rd</sup> QTR

## Total Gallons by Fiscal Year

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




# Airport Demand

- Hangar Waiting List (Future Demand)
  - Private / 90 (Steady)
  - Corporate / 1 (Down 1)
  - Total Aircraft /91



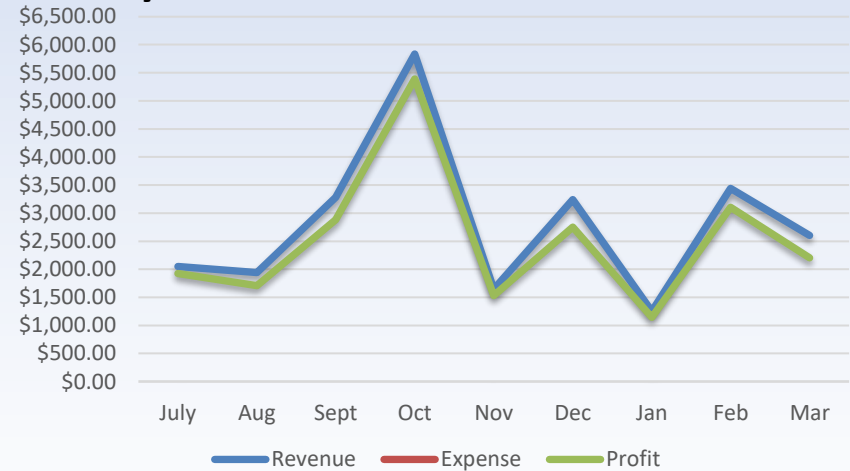
# Facility Revenue Report

Quarter: 33 % 

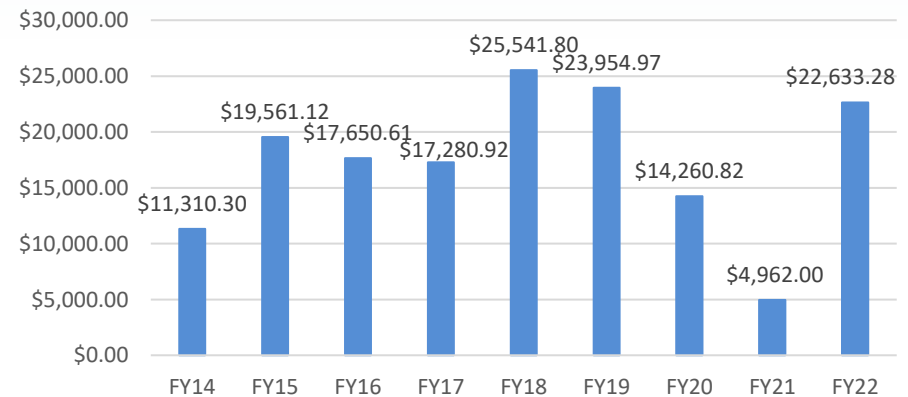
YTD: 100 % 

Month	Revenue	Expense	Profit
July	\$2,050	-\$126	\$1,924
August	\$1,940	-\$234	\$1,706
Sept	\$3,280	-\$396.50	\$2,883.50
Oct	\$5,833	-\$445.32	\$5,387.68
Nov	\$1,647.36	-\$117.36	\$1,530
Dec	\$3,240	-\$448.50	\$2,751.50
January	\$1,252	-\$108	\$1,144
Feb	\$3,438.20	-\$336.16	\$3,102.04
March	\$2,601.96	-\$397.40	\$2,204.56
April			
May			
June			
Totals	\$25,282.52	-\$2,609.24	\$22,633.28

## Profit By Month FY 2022



## Profit By Fiscal Year





- Hangar Development Project
  - Bids Awarded
  - NTP Issued – Awaiting Mobilization
- 5/23 Displaced Thresholds Relocation
  - Application for Displaced Threshold Adjustment
  - 100% State Funded – Design \$30,000
- ALP (Airport Layout Plan)
  - AGIS 100%
  - Forecast Meeting – TDOT - Requested

## – Surface Failure Repair RWY 35

- Design Phase
- Will be a rebuild project

## – Carpet – Terminal Building

- \$59,985.00
  - \$43,000     Local Award
  - \$15,000     Maintenance grant
  - \$1,985      Airport



## – City of Clarksville Safety Complex

- Section 163 Review (Non-Aviation Use)
- Lease Terms and Questions for approval

## – Board Terms

- Two members at 3 years
  - Mr. Sammy Stuard
  - Mr. Rob Salome
- Two Members at 5 years
  - Mr. John Hadley
  - Mr. Charlie Koon
- One Member at 5 Years (Board Appointed)
  - Mr. James Halford

## – Appoint to Positions

- Chairman, Vice Chairman, Secretary



Thank you for your continued support!  
3<sup>rd</sup> Quarter FY 2022

