

INFORMAL COMMISSION MEETING AGENDA

MAY 1, 2023

CITIZENS TO ADDRESS THE COMMISSION

CALL TO ORDER – Mayor Golden

PRESENTATIONS

1. EDC Introduction & Overview – Buck Dellinger & Shea Hopkins

PUBLIC HEARING ZONING RESOLUTIONS

1. CZ-2-2023 Application of Reda Home Builders, Inc. from AG to R-1

CLOSE PUBLIC HEARING

RESOLUTIONS

- 23-5-1*** Resolution Appropriating Funds from the American Rescue Plan Act (ARPA) for the Purpose of Building Out a Redundant Project 25 Interoperable 700 and 800 MHZ Land Mobile Radio Communication Systems
- 23-5-2*** Resolution to Amend Certain Capital Projects and Capital Outlay Budgets for the Purpose of Implementing a Weapons Detection Project in Local Schools
- 23-5-3*** Resolution to Accept and Appropriate Funds from the Tennessee Office of Criminal Justice Programs Violent Crime Intervention Fund Formula Grant
- 23-5-4*** Resolution to Request Unclaimed Balance of Accounts Remitted to State Treasurer Under Unclaimed Property Act
- 23-5-5*** Resolution Authorizing the Issuance of General Obligation Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount of Not to Exceed \$51,000,000, in One or More Series; Making Provision for the Issuance, Sale and Payment of Said Bonds, Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, If Any, and Interest on the Bonds

*** CONSENT AGENDA CONSIDERATION**

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

DISCUSSION

REPORTS FOR APPROVAL

1. *Commission Minutes dated April 10, 2023
2. *County Clerk's Report and Notary List
3. *County Mayor Appointments

VERBAL REPORTS

1. School Board Liaison – Commissioner John Gannon
2. Highway Commission Liaison – Commissioner Michael Lankford
3. Airport Liaison – Commissioner David Shelton

REPORTS FILED

1. Airport Authority Quarterly Report
2. Building & Codes Monthly Reports
3. Driver Safety Monthly Report
4. Highway County Road List 1/1/23-3/31/23
5. Capital Projects Quarterly Construction Update Report

ANNOUNCEMENTS

1. Downtown at Sundown Concert Series starts back up on Friday, May 5th through October 20th, 2023. Schedule can be found on the DTC website
<https://downtowncommons.org/sundown/>
2. The Veterans Service Organization is hosting a Memorial Day Ceremony on Monday, May 29th, 2023 at 10 a.m. at Civic Hall.

ADJOURN

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
REDA HOME BUILDERS, INC.**

WHEREAS, an application for a zone change from AG Agricultural District to R-1 Single-Family Residential District has been submitted by Reda Home Builders, Inc. and

WHEREAS, said property is identified as County Tax Map 068 , parcel 097.03, containing 11.01 +/- acres, situated in Civil District 13, located A tract without road frontage located east of Reda Dr., north of Morning Star Dr. & west of Dotsonville Rd. ; and

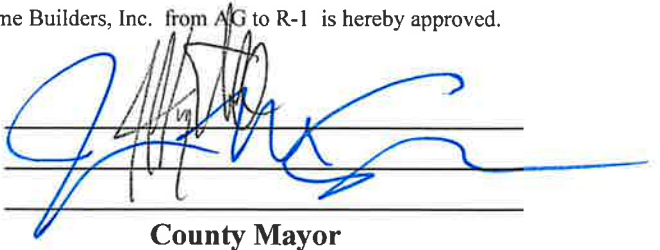
WHEREAS, said property is described as follows:

Beginning at an existing iron pin at the northeast corner of Lot 30, Morningwood (Plat Book J, Page 338); thence along the north margin of said lot North 64 Degrees 18 Minutes 44 Seconds West 250.44 feet to an existing iron pin; thence leaving said subdivision along an existing zone line North 16 Degrees 15 Minutes 38 Seconds West 1023.63 feet to a point; thence South 82 Degrees 46 Minutes 53 Seconds East 666.35 feet to an existing iron pin, said iron pin being the northeast corner of the Reda Homebuilders Inc. Property (Volume 1440, Page 985); thence South 08 Degrees 23 Minutes 56 Seconds West 1018.43 feet to the point of beginning and containing an area of 9.98 acres.

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 8th day of May, 2023 that the zone classification of the property of Reda Home Builders, Inc. from AG to R-1 is hereby approved. Duly passed and approved this 8th day of May, 2023.

Sponsor
Commissioner
Approved



County Mayor

Attested: _____
County Clerk

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 8, 2023**. The public hearing will be held on: **Monday, May 1, 2023**.

CASE NUMBER: CZ-2-2023

Applicant: Reda Home Builders, Inc.

Location: A tract without road frontage located east of Reda Dr., north of Morning Star Dr. & west of Dotsonville Rd.

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

County Commission District: 7

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 04/25/2023

CASE NUMBER: CZ - 2 - 2023

NAME OF APPLICANT:Reda Home Builders.

AGENT:

GENERAL INFORMATION

TAX PLAT: 068

PARCEL(S): 097.03

ACREAGE TO BE REZONED: 11.01 +/-

PRESENT ZONING: AG

PROPOSED ZONING: R-1

EXTENSION OF ZONING

CLASSIFICATION: YES

PROPERTY LOCATION: A tract without road frontage located east of Reda Dr., north of Morning Star Dr. & west of Dotsonville Rd.

CITY COUNCIL WARD:

COUNTY COMMISSION DISTRICT: 7

CIVIL DISTRICT: 8

DESCRIPTION OF PROPERTY: A triangular shaped wooded tract of land without road frontage. (The adjoining property is owned by the same individual and does have road frontage.)

APPLICANT'S STATEMENT FOR PROPOSED USE: To match surrounding zoning.

GROWTH PLAN AREA:

PGA

PLANNING AREA: Woodlawn

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

CZ 2 2023

- ☐ FIRE DEPARTMENT
- ☒ EMERGENCY MANAGEMENT
- ☒ SHERIFFS DEPT.
- ☒ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ COMMON DESIGN REVIEW BOARD
- ☐ GAS & WATER DEPT. (DIGITAL ONLY)
- ☐ CUMBERLAND HTS U/D (DIGITAL ONLY)
- ☐ CUNNINGHAM U/D (DIGITAL ONLY)
- ☐ EAST MONT. U/D (DIGITAL ONLY)

- ☒ WOODLAWN U/D (DIGITAL ONLY)
- ☐ CITY STREET DEPT. (DIGITAL ONLY)
- ☒ COUNTY HWY. DEPT. (DIGITAL ONLY)
- ☒ CEMC (DIGITAL ONLY)
- ☐ CDE (DIGITAL ONLY)
- ☐ ATT (DIGITAL ONLY)
- ☐ POLICE DEPT. (DIGITAL ONLY)
- ☐ CITY BLDG DEPT. (DIGITAL ONLY)
- ☒ COUNTY BLDG DEPT. (DIGITAL ONLY)
- ☒ SCHOOL SYSTEM OPS. (DIGITAL ONLY)

- ☐ FT. CAMPBELL (DIGITAL ONLY)
- ☐ IND. DEV. BD. (DIGITAL ONLY)
- ☐ CHARTER (DIGITAL ONLY)

☒ OTHER

1. CITY ENGINEER/UTILITY DISTRICT:

WUD is putting on hold developments until we can do a study on our infrastructure. Study should be finished by June.

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

No comment.

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

No Comment(s) Received

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

Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY:
MIDDLE SCHOOL:
HIGH SCHOOL:

Woodlawn Elementary is at 97% capacity with 1 portable classroom. New Providence Middle is at 87% capacity and currently has 1 portable classroom and Northwest High is at 90% capacity. This development could add additional students and require additional infrastructure, funding and rezoning to achieve optimal capacity utilization throughout the District.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

Property is located with the future State Route 374 Highway Corridor.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

CZ 2 2023

IMPACT OF PROPOSED USE ON Increased Single Family Residential Density.
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: WOODLAWN

SEWER SOURCE: SEPTIC

STREET/ROAD ACCESSIBILITY:

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

10

POPULATION:

27

APPLICABLE LAND USE PLAN

Woodlawn Planning Area- The planning area has access to the "Back Gate" of Ft. Campbell and thus is a favorite off-post venue for military personnel, given its convenient proximity. It is thought that this area has its future more tightly tied to the military reservation than most. U.S. 79 known locally as Dover Road is the major east-west axis in this planning area

STAFF RECOMMENDATION: **DISAPPROVAL**

- 1. The proposed zoning request is inconsistent with the adopted Land Use Plan.**
- 2. This zoning request lies within the State Route (SR) 374 right-of-way as shown by the Tennessee Department of Transportation (TDOT) and the approved and adopted Clarksville Metropolitan Planning Area / 2045 Metropolitan Transportation Plan**
- 3. A Transportation Goal of the adopted Land Use Plan is to enhance & maintain an efficient and safe highway & street network.**
- 4. It would be inappropriate to encourage additional density or more intense uses within a known future State Route ROW corridor.**
- 5. Woodlawn Utility District has stated that they have put a hold on developments (within their service boundaries) until they have completed a study on their infrastructure.**



CZ-02-2023

APPLICANT:

REDA HOME BUILDERS,
INC

REQUEST:

AG

TO

R-1

MAP & PARCEL

068

09703

ACRES +/-
11.01

Scale: 1:10,000



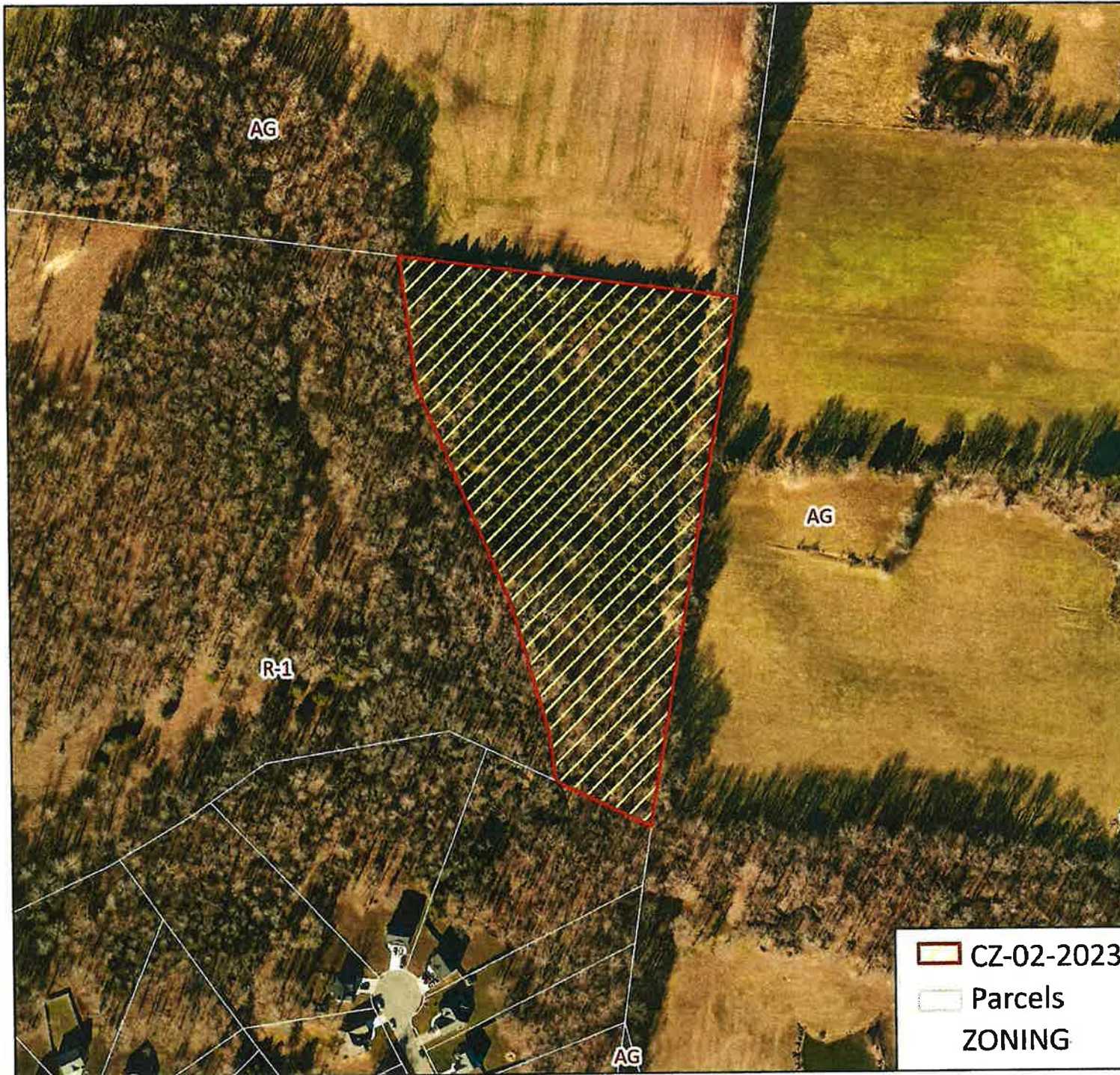
0 500 1,000
Feet

CZ-02-2023

Parcels

ZONING

4/25/2023



CZ-02-2023

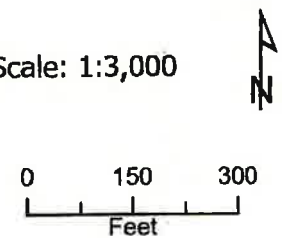
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REQUEST:
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TO
R-1
MAP & PARCEL
068
09703

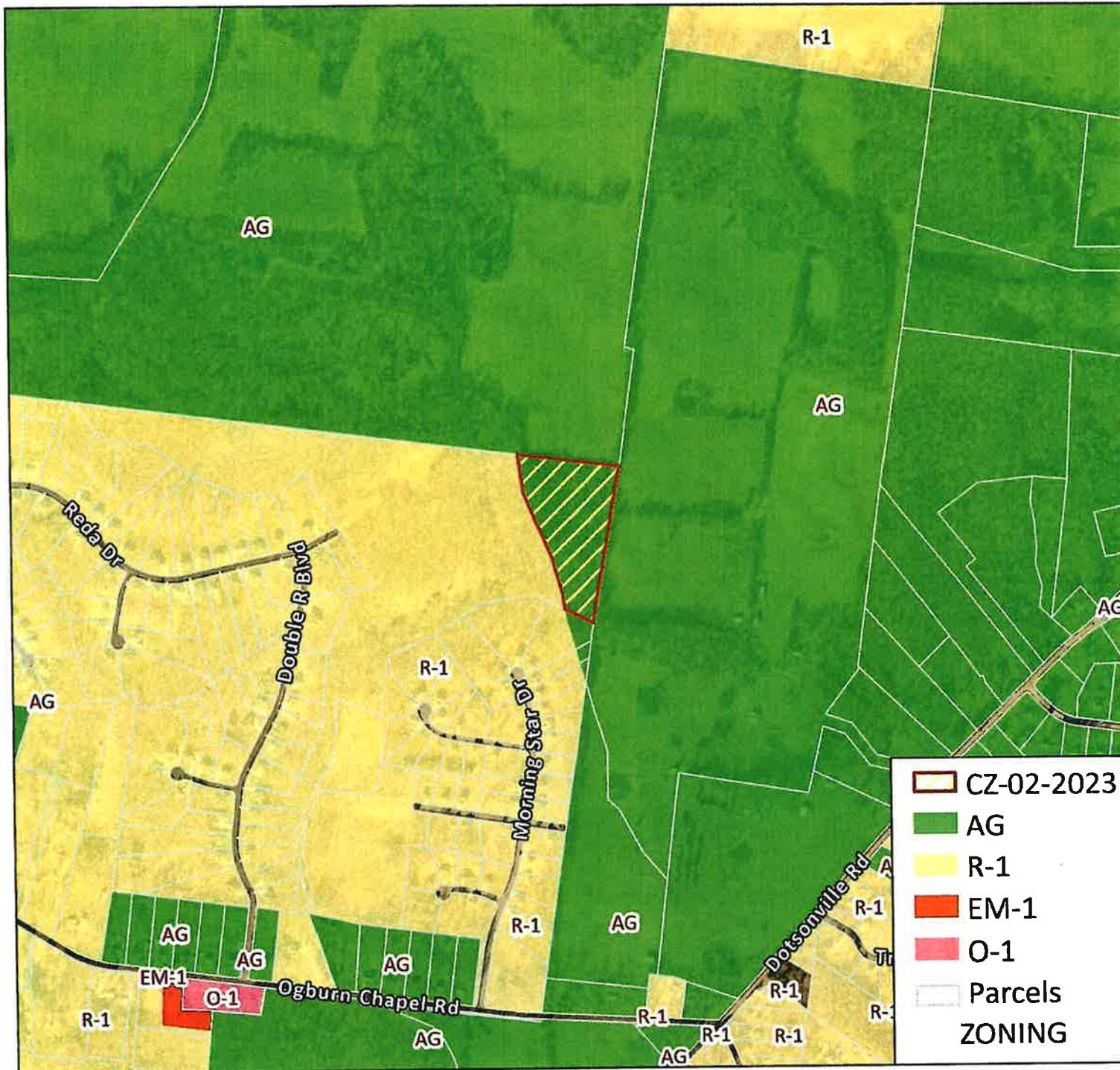
ACRES +/-
11.01

 CZ-02-2023
 Parcels
ZONING

Scale: 1:3,000



4/25/2023



CZ-02-2023

APPLICANT:
REDA HOME BUILDERS,
INC

REQUEST:

AG

TO

R-1

MAP & PARCEL

068

09703

ACRES +/-
11.01

CZ-02-2023

AG

R-1

EM-1

O-1

Parcels

ZONING

Scale: 1:10,000

0 500 1,000
Feet

4/25/2023

CASE NUMBER: CZ 2 2023 **MEETING DATE** 04/25/2023

APPLICANT: Reda Home Builders, Inc.

PRESENT ZONING AG

PROPOSED ZONING R-1

TAX PLAT # 068

PARCEL 097.03

GEN. LOCATION A tract without road frontage located east of Reda Dr., north of Morning Star Dr. & west of Dotsonville Rd.

PUBLIC COMMENTS

None received as of 4:30 P.M. on 4/24/2023 (A.L.)

**RESOLUTION APPROPRIATING FUNDS FROM THE AMERICAN
RESCUE PLAN ACT (ARPA) FOR THE PURPOSE OF BUILDING OUT A
REDUNDANT PROJECT 25 INTEROPERABLE 700 AND 800 MHZ LAND
MOBILE RADIO COMMUNICATIONS SYSTEM**

WHEREAS, the Montgomery County Sheriff's Office, Emergency Medical Services, Emergency Management Agency, County Fire Service, and the Clarksville-Montgomery County School System utilize an Ultra High Frequency (UHF) radio system for the daily conduct of operations; and

WHEREAS, the current system has reached end of life, lacks redundancy capabilities for continuity of operations, building penetration characteristics, and most critically, interoperability with the City of Clarksville Police Department and Fire Rescue, as well as other State of Tennessee First Responders; and

WHEREAS, the State of Tennessee has developed and is in the process of implementing the Tennessee Advanced Communication Network (TACN) which is a statewide radio system that provides communication connectivity infrastructure for local, state, and federal first responders, of which the City of Clarksville is a partner; and

WHEREAS, Montgomery County desires to create a partnership with the State of Tennessee and the City of Clarksville by building out additional radio communication connectivity infrastructure to provide interoperability with those entities; enhancing radio coverage, capacity and redundancy to all Montgomery County Public Safety Agencies and the School System; and

WHEREAS, 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds final rule dated April 1, 2022 on page 61 stipulate 'emergency response radio systems' as an approved capital expenditure.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session this 8th day of May 2023, that Montgomery County appropriate ARPA funds in the amount of \$10,000,000 for the purpose of entering a partnership with the State of Tennessee and the City of Clarksville to construct the necessary communication connectivity infrastructure to join the Tennessee Advanced Communication Network.

BE IT FURTHER RESOLVED, that in order for Montgomery County to execute the necessary agreement with the State of Tennessee and the City of Clarksville, that the County Mayor may execute certain documents for the same, in substantially the form submitted with such completions, omissions, insertions and changes as may be approved by the officer executing it, his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes. The Mayor is hereby authorized and directed to execute and deliver the contract(s).

127-58831-00000-58-57990

OTHER CAPITAL OUTLAY

\$10,000,000.00

Duly passed and approved this 8th day of May 2023.

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**RESOLUTION TO AMEND CERTAIN CAPITAL PROJECTS AND
CAPITAL OUTLAY BUDGETS FOR THE PURPOSE OF IMPLEMENTING
A WEAPONS DETECTION PROJECT IN LOCAL SCHOOLS**

WHEREAS, the County Commission appropriated funds to expand local communication capabilities for Montgomery County public safety agencies; and

WHEREAS, there are sufficient funds unspent on the project available to purchase a weapons detection system suitable for local schools to be spread over a four-year contract in the amount of \$230,000.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County legislative body assembled in regular business session on this 8th day of May 2023, authorize the transfer of funds from the Public Health and Welfare Capital Project fund to the School Resource Officer Capital Outlay budget in the amount of \$230,000 over a four-year contract, and that the Director of Accounts and Budgets amend the following accounts accordingly.

BE IT FURTHER RESOLVED, the County Mayor may execute certain documents for the same, in substantially the form submitted with such completions, omissions, insertions and changes as may be approved by the officer executing it, his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes. The Mayor is hereby authorized and directed to execute and deliver the contract.

Operating Transfer	171-99100-02020-99-55900-TR800	\$230,000
Public Health and Welfare Capital Project	171-91140-02020-91-57990-TR800	(\$230,000)
School Resource Officer Capital Outlay	101-54120-00000-54-57990	\$230,000
Operating Transfer	101-00000-00000-00-49800	(\$230,000)

Duly passed this 8th day of May 2023.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____
County Clerk

**RESOLUTION TO ACCEPT AND APPROPRIATE FUNDS
FROM THE TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS
VIOLENT CRIME INTERVENTION FUND FORMULA GRANT**

WHEREAS, the Montgomery County Sheriff's Office applied for grant funding through the Tennessee Office of Criminal Justice Programs for the procurement of an armored rescue vehicle and was awarded the maximum formulated amount of \$242,321.00; and

WHEREAS, the cost of the armored rescue vehicle is projected at \$261,759.00 and the Sheriff's Office request reallocation of an existing funds in the amount of \$20,000.00 from the Sheriff's Office Budget.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session on this 8th day of May 2023, that the funds be accepted and appropriated in addition to necessary budget amendment as described below; and

BE IT FURTHER RESOLVED, the County Mayor may execute certain documents for the same, in substantially the form submitted with such completions, omissions, insertions and changes as may be approved by the officer executing it, his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes. The Mayor is hereby authorized and directed to execute and deliver the contract.

171-91130-00000-91-46980-G2305	Other State Grants	(\$242,321.00)
171-00000-00000-00-49800-G2305	Operating Transfer	(\$20,000.00)
171-91130-00000-91-57160-G2305	Law Enforcement Equipment	\$262,321.00
101-99100-00000-91-55900	Operating Transfer	\$20,000.00
101-54110-00000-54-54310	Law Enforcement Supplies	(\$20,000.00)

Duly passed and approved this the 8th day of May 2023.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**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 insure 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 the 8th day of May 2023, 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 8th day of May 2023.

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, 2023

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.

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF MONTGOMERY COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$51,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

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

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

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$51,000,000 in aggregate principal amount of general obligation school bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

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

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

(a) “Bonds” means the not to exceed \$51,000,000 general obligation school bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds, in whole or in part, to (a) finance the (i) cost of the Projects and (ii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (b) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$51,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Bonds”, shall be dated their date of issuance, and shall

have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2023. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2026 through 2044, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof. Notwithstanding anything herein to the contrary and as permitted pursuant to Section 8 hereof, the Bonds authorized herein may be issued in one or more series with principal and interest of each such series payable on such dates and in such amounts and subject to earlier redemption all upon the terms provided herein.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on June 1, 2033 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

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

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

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

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

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

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the

presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof

for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

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

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

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

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

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

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

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

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

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MONTGOMERY
GENERAL OBLIGATION BOND, SERIES [2023A]

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

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Montgomery County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [December 1, 2023], and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting

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

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on June 1, 2033 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

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

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

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

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

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

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

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

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the

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

This Bond is one of a total authorized issue aggregating [\$ _____] and issued by the County for the purpose of providing funds to (a) finance, in whole or in part, the (i) acquisition of land for and the acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of schools and school facilities; (ii) acquisition of all property, real and personal, related to any or all of the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (b) pay costs incident to the issuance and sale of such bonds authorized, pursuant to Sections 49-3-1001 *et seq.* and Sections 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on May 8, 2023 (the "Resolution").

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

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

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

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

MONTGOMERY COUNTY, TENNESSEE

By: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

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

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time

when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

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

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

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

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

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

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2023, provided that such date is not later than twelve months from the dated date of such series of Bonds;

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

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

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

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

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

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

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

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

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

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of each series of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in one or more special funds known as the Montgomery County 2023A School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law. Any funds remaining in the Construction Fund following completion of the Projects shall be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

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

heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

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

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

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

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

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

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

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

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

holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

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

Section 12. Federal Tax Matters Related to the Bonds.

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

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

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

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing

agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

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

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

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

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

Duly passed and approved this 8th day of May 2023.

Sponsor _____
Commissioner _____
Approved _____
County Mayor

Attested _____
County Clerk

STATE OF TENNESSEE)

COUNTY OF MONTGOMERY)

I, Teresa Cottrell, certify that I am the duly qualified and acting County Clerk of Montgomery County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on May 8, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's not to exceed \$51,000,000 general obligation bonds.

WITNESS my official signature and seal of said County on May 8, 2023.

County Clerk

(SEAL)

EXHIBIT A

Bond Counsel Engagement Letter

BASS, BERRY & SIMS PLC

May 8, 2023

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

Re: Issuance of Not to Exceed \$51,000,000 in Aggregate Principal Amount of General Obligation Bonds.

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Montgomery County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects as further described in a resolution authorizing the Bonds adopted on May 8, 2023 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

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

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

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

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

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

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

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

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

ATTORNEY-CLIENT RELATIONSHIP

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

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

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

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our total fee will be \$56,500. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances

require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. Except for any newspaper publication fees, the bond counsel fee quoted above will include all ordinary out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

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

RECORDS

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

OTHER MATTERS

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

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

CONCLUSION

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

COUNTY COMMISSION MINUTES FOR

APRIL 10, 2023

SUBMITTED FOR APPROVAL MAY 8, 2023

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, April 10, 2023, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Fuson, Sheriff, Rebecca Garman, Attorney, Jeff Taylor, Accounts and Budgets, and the following Commissioners:

Joshua Beal
Nathan Burkholder
Carmelle Chandler
Joe Creek
Billy Frye
Ryan Gallant
John Gannon

David Harper
Jason Knight
Michael Lankford
Rashidah Leverett
Jorge Padro
Lisa Prichard
Chris Rasnic

Rickey Ray
David Shelton
Autumn Simmons
Joe Smith
Tangi Smith
Jeremiah Walker
Walker Woodruff

PRESENT: 21

ABSENT: None

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

Mayor Golden presented a Proclamation to Teresa Cottrell, County Clerk, proclaiming April 14, 2023 as “Donate Life Blue & Green Day 2023”.

The following Zoning Resolutions were Adopted:

- CZ-4-2023** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Real Life Church
- CZ-5-2023** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Masonic Lodge Burning Bush #224

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

- 23-4-1** Resolution Authorizing the Montgomery County Emergency Management Agency to Sign an Interlocal Agreement Regarding the Transfer of Warning Sirens from the City of Clarksville to the Montgomery County Emergency Management Agency
- 23-4-2** Resolution to Accept Funds from the American Kennel Association and United States Police Canine Association
- 23-4-3** Resolution to Amend the Budget to Accept Grant Funds from the Tennessee Department of Transportation Litter and Trash Collection Program
- 23-4-4** Resolution to Amend the Budgets of Various Funds for Fiscal Year 2023 in Certain Areas of Revenues and Expenditures
- 23-4-5** Resolution Authorizing Montgomery County to Join the State of Tennessee and Other Local Governments in Amending the Tennessee State – Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreements
- 23-4-6** Resolution Updating Employee Benefits in Order to Provide Employee Assistance Program (EAP) Services to Part-Time Emergency Safety Personnel which will include Volunteer Firefighters
- 23-4-7** Resolution Authorizing Placement of Historical Marker at the Montgomery County Historic Courthouse
- 23-4-8** Resolution to Appropriate Public Art Funds in an Amount Not to Exceed Two Hundred Thousand Dollars (\$200,000) for the Purpose of Creation and Installation of Artwork to be Installed in the Southwest Corner of the F&M Bank Arena
- 23-4-9** Resolution Authorizing the Industrial Development Board to Apply Site 32 A/B Sale Proceeds to Local Grant Match

- Commission Minutes dated March 13, 2023
- County Clerk's Report and Notary List
- Nominating Committee Nominations
- County Mayor Nominations & Appointments

Reports Filed:

1. Trustee's Revised February Monthly Report
2. Trustee's Monthly Report
3. Building & Codes Monthly Reports
4. Accounts & Budgets Monthly Reports

The Board was adjourned at 6:21 P.M.

Submitted by:

Teresa Cottrell

Teresa Cottrell
County Clerk



County Clerk's Report
May 8, 2023

Comes Teresa Cottrell, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of April 2023.

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 8th day of May 2023.


County Clerk



OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Tristan Bates	Deputy Sheriff	04/21/2023
Dorian Brown	Deputy Sheriff	04/21/2023
Dakota Chamberlin	Deputy Sheriff	04/21/2023
Michael Courtney	Deputy Sheriff	04/21/2023
Justin Elledge	Deputy Sheriff	04/21/2023
Taylor James	Deputy Sheriff	04/21/2023
Asia Jordan	Deputy Sheriff	04/21/2023
Kieaunta Morris	Deputy Sheriff	04/21/2023
Andrew Odland	Deputy Sheriff	04/21/2023
William Prescott	Deputy Sheriff	04/21/2023
Mary Schultz	Deputy Sheriff	04/21/2023
Joyselle Swango	Deputy Sheriff	04/21/2023
Michael Trowbridge	Deputy Sheriff	04/21/2023
Daniel Vallely	Deputy Sheriff	04/21/2023
Christopher Viale	Deputy Sheriff	04/21/2023
Jacob Winters	Deputy Sheriff	04/21/2023
Cody Young	Deputy Sheriff	04/21/2023
Casey Burns	Deputy Sheriff	04/25/2023

OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Gabriela Ku-Gross	Deputy County Clerk	04/03/2023
Dorcas J. Kapkiai	Deputy Trustee	04/20/2023
Chelsea Cooper	Deputy Assessor	04/26/2023

MONTGOMERY COUNTY CLERK
TERESA COTTRELL COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected May 08,2023

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. MADISON BEARDEN	1074 BLACK RD CUNNINGHAM TN 37052 931 245 0153 413 LACY LANE	502 MADISON STREET CLARKSVILLE TN 37040 931 245 0153 601 COLLEGE ST
2. MARY E BIGGERS	CLARKSVILLE TN 37043 931 624 4173 306 WINTER TERRACE LN	CLARKSVILLE TN 37043 9312217971 2502 WILMA RUDOLPH BLVD
3. APRIL BLACKWELL	CLARKSVILLE TN 37040 901 233 7488 1341 WINTERSET DR	CLARKSVILLE TN 37040 931 553 2270 121 HATCHER LN STEA
4. KAWONNA S BOWMAN	CLARKSVILLE TN 37040 318 578 2517 510 NEEDMORE RD	CLARKSVILLE TN 37043 931 242 4116 651 DUNLOP LN
5. WENDY A BUMPUS	CLARKSVILLE TN 37040 931-624-3383 2905 CORE DR	CLARKSVILLE TN 37040 N/A
6. KENNETH E CALLENDER	CLARKSVILLE TN 37040 931-591-8494 1027 BLUE JAY LANE	
7. BRYAN A CHENEY	ADAMS TN 37010 931 801 1212 1027 BLUE JAY LN	555 MARRIOTT DR STE 315 NASHVILLE TN 37201 6154846219
8. JAMIE CHENEY	ADAMS TN 37010 615-484-6219 1301 LAFAYETTE RD	522 DOVER RD CLARKSVILLE TN 37042 931 647 1885
9. H HUGH CROCKARELL	CLARKSVILLE TN 37042 931 216 1759 286 GOLDEN POND AVE	1 PUBLIC SQUARE CLARKSVILLE TN 37040 931 221 4320
10. KAYLA EVANS	OAK GROVE KY 42262 606 694 3124 940 ROEDEER DR	
11. CALEB DAUBAR	CLARKSVILLE TN 37042 615-496-8594 1150 CUMBERLAND HTS RD	502 MADISON ST CLARKSVILLE TN 37040 931 245 3415
12. ANGELA L GARDNER	CLARKSVILLE TN 37040 931 320 0567 1941 PATTON RD	
13. TARRI GARNER	CLARKSVILLE TN 37042 801-602-1843	

MONTGOMERY COUNTY CLERK
TERESA COTTRELL COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected May 08,2023

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
14. RICHARD GARRETT	1488 COLLINS VIEW WAY CLARKSVILLE TN 37043 931-378-0500	1725 WILMA RUDOLPH BLVD SUITE CLARKSVILLE TN 37040 9317160330
15. ELIZABETH GHIST	1383 LITTLE BARTONS CREEK CUMBERLAND FURNACE TN 37051 615 906 5401	2 MILLENNIUM PLAZA CLARKSVILLE TN 37040 931 648 5700
16. SALATHIEL GILBERT	1059 FORREST DR CLARKSVILLE TN 37040 931-444-4859	132 STRAWBERRY ALY CLARKSVILLE TN 37040 9314444859
17. KIONNA HARVEL	1697 PUTNUM DR CLARKSVILLE TN 37042 931 263 2847	
18. LEXY HEATHCOCK	3193 FORT CAMPBELL BLVD APT 22 CLARKSVILLE TN 37042 931 237 6604	1148 COLLEGE ST CLARKSVILLE TN 37040
19. ASHLEY HENDERSON	641 CHESTERFIELD CIR CLARKSVILLE TN 37043 616-308-4746	
20. WENDY JACKSON	101 CORNELIE COURT CLARKSVILLE TN 37040 615-506-8041	2033 A FT CAMPBELL BLVD CLARKSVILLE TN 37042 6155068041
21. STEPHANIE JENKINS	625 GRANGER LN CLARKSVILLE TN 37040 931-206-9851	ONE PUBLIC SQUARE CLARKSVILLE TN 37040 9316486107
22. RYLAN KEAN	2269 DEWITT DR CLARKSVILLE TN 37043 931-237-1760	126 MAIN ST STE A CLARKSVILLE TN 37040 9315386049
23. TRACI KELLY	1787 W ELMWOOD RD CLARKSVILLE TN 37040 931 216 4738	1719 A WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 436 9244
24. DANNY LOPEZ	101 CORNELIA COURT CLARKSVILLE TN 37042 931-378-9758	2033A FT CAMPBELL BLVD CLARKSVILLE TN 37042 9313789758
25. AUSTIN WILLIAMS MANESS	1905 B 15TH AVE N NASHVILLE TN 37115 931 217 0015	233 A DUNBAR CAVE RD CLARKSVILLE TN 37043 931 552 6000

MONTGOMERY COUNTY CLERK
TERESA COTTRELL COUNTY CLERK
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Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected May 08,2023

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
26. JILLIANNE MAY	3195 GRAY HAWK CT CLARKSVILLE TN 37042 951 258 7460	1488 TINYTOWN RD STE B2 CLARKSVILLE TN 37042 888 842 6328
27. DANIEL S MCCASLIN	6104 OLD HWY 48 CUNNINGHAM TN 37052 931-801-3801	502 MADISON ST CLARKSVILLE TN 37040 9312450153
28. JANELY E MEJIA	5275 SANGO RD CLARKSVILLE TN 37043 386-801-81243	
29. ALISHA MOORE	954 KIRKPATRICK CT ADAMS TN 37010 254-319-3902	802 MAIN ST CLARKSVILLE TN 37042 9316457459
30. SHERRY A NICHOLSON	1881 BRADBURY RD ADAMS TN 37010 270 836 2651	1255 PARADISE HILL RD CLARKSVILLE TN 37040
31. ANALEIGH OLACK	3441 MERGANSER DR CLARKSVILLE TN 37042 931-802-4350	2700 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040
32. LESLIE PAVY	288 BELLSHIRE DR CLARKSVILLE TN 37043 931 801 594	2287 RALEIGH CT STE C CLARKSVILLE TN 37043 931 543 9940
33. BONNIE PORTER	3742 TRADEWINDS TERR CLARKSVILLE TN 37040 402-213-3307	2400 MARKET ST #237 PHILADELPHIA PA 19103
34. KELVIN L SAMUEL	349 WOODTRACE DR CLARKSVILLE TN 37042 931 378 2724	312 ROSA L PARKS AVE NASHVILLE TN 37243 615 532 2203
35. CARLA SELL	1209 RIDGE MEADOW DR CLARKSVILLE TN 37042 931-217-3320	802 MAIN ST CLARKSVILLE TN 37040 9316457456
36. BRANDI L SMITH	3949 WEST RD SPRINGFIELD TN 37172 615 306 8090	121 SOUTH THRID ST CLARKSVILLE TN 37040 931 647 1501
37. SHANNON SPRAGUE	3508 DRAKE RD ADAMS TN 37010 716-512-9310	2684 TOWNSEND COURT STE A CLARKSVILLE TN 37040 9316470244

MONTGOMERY COUNTY CLERK
TERESA COTTRELL COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected May 08,2023

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. TIRZAH L TUCKER	673 GREEN LANE CUMBERLAND FURNACE TN 37051 931 237 0285	502 MADISON ST CLARKSVILLE TN 37040 931 245 3424
39. SCOTT VINCENTI	619 IDLEWOOD DR CLARKSVILLE TN 37043 424-327-3223	2015 MANHATTAN BEACH BLVD REDONDO BEACH CA 90278
40. CODY WALKER	200 HOLLAND DR APT 701 CLARKSVILLE TN 37043 731-217-4674	3965 LAMAR DR CLARKSVILLE TN 37040 9312451444
41. OLIVIA G WALL	2869 SUMMER LAWN DR CLARKSVILLE TN 37043 931-801-1109	3050 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040
42. KENDALL ANN WELSH	129 HICKORY GROVE BLVD CLARKSVILLE TN 37040 931-237-3298	2 MILLENIUM PLAZA SUITE 115 CLARKSVILLE TN 37040 9316485700
43. NICOLE KAY WEST	581 CORY DR CLARKSVILLE TN 37040 931-216-6167	2631 FT CAMPBELL BLVD CLARKSVILLE TN 37042 931-431-6096
44. MIKE E WHEELER	2994 PRINCE DR CLARKSVILLE TN 37043 931 436 0139	2701 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 648 5225
45. LISA A WHITE	343 BROADMORE DR CLARKSVILLE TN 37042 931 216 5374	2050 LOWES DR CLARKSVILLE TN 37040 931 431 2174
46. AIESHA WILLIS	814 SYCAMORE WAY CLARKSVILLE TN 37040 931-302-2451	516 LAFAYETTE RD CLARKSVILLE TN 37042 931-802-2030

COUNTY MAYOR APPOINTMENTS

May 8, 2023

PERSONNEL ADVISORY COMMITTEE

Commissioner David Shelton appointed to replace Commissioner Joshua Beal for a two-year term with term to expire May 2025.



Clarksville Regional Airport

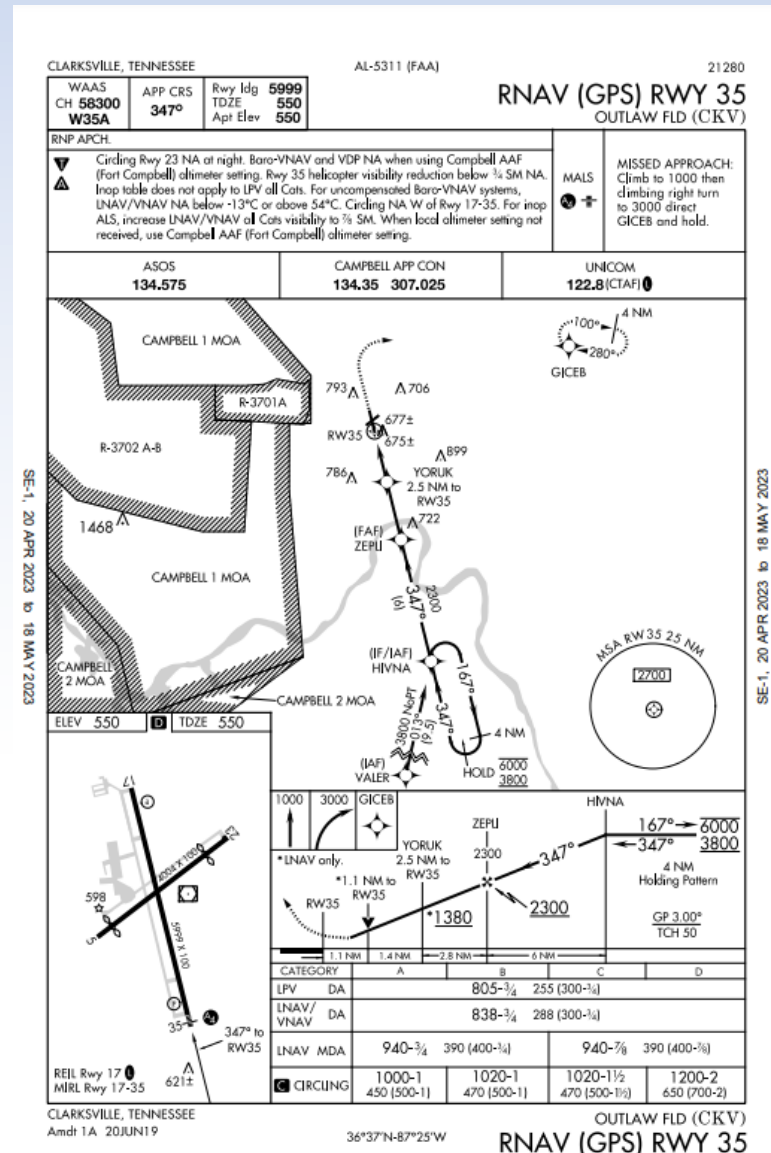
Montgomery County, Tennessee

Connecting People

Airport Quarterly Report 3rd Quarter FY 2023

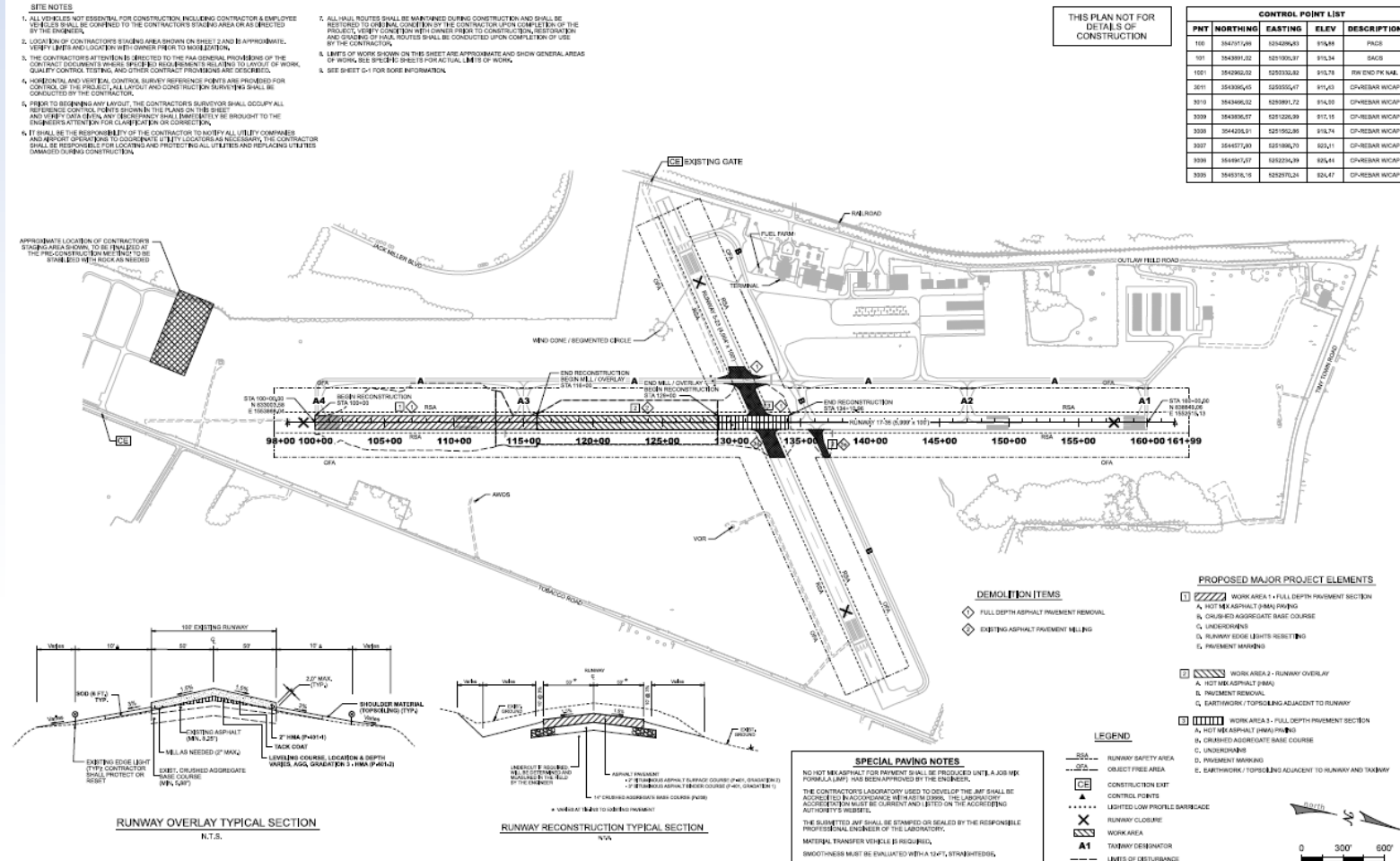
Airport Classification C-2 to B-2 (C-2 Ultimate)

- The categories are as follows: Category A: less than 169 km/h (91 kt) indicated airspeed (IAS)
Category B: 169 km/h (91 kt) or more but less than 224 km/h (121 kt) IAS.
Category C: 224 km/h (121 kt) or more but less than 261 km/h (141 kt) IAS.





Industrial Access to NW Property

Maintaining Taxiway B after closing RWY 5/23

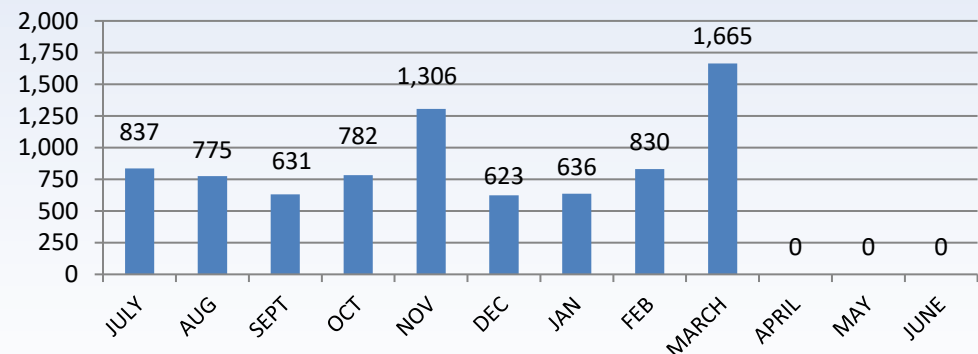


Operating Report (Traffic)

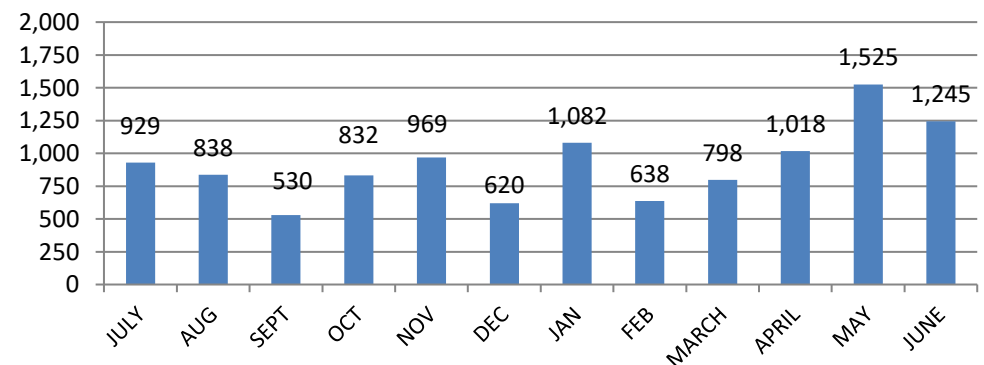
Quarter: 15 % 
YTD: 12 % 

	Jet	Military	Piston	TOTAL
JULY	60	32	745	837
AUG	34	2	739	775
SEPT	33	0	598	631
OCT	76	23	683	782
NOV	91	44	1171	1306
DEC	57	1	565	623
JAN	52	10	574	636
FEB	73	25	732	830
MARCH	76	106	1,483	1,665
APRIL				0
MAY				0
JUNE				0
Total	552	243	7,290	8,085

Total Aircraft FY 23



Total Aircraft FY 22



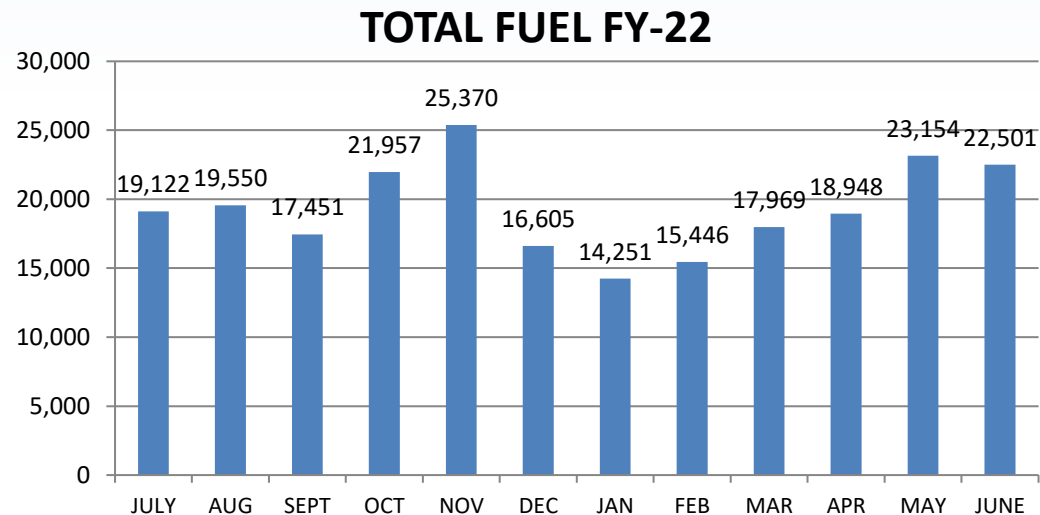
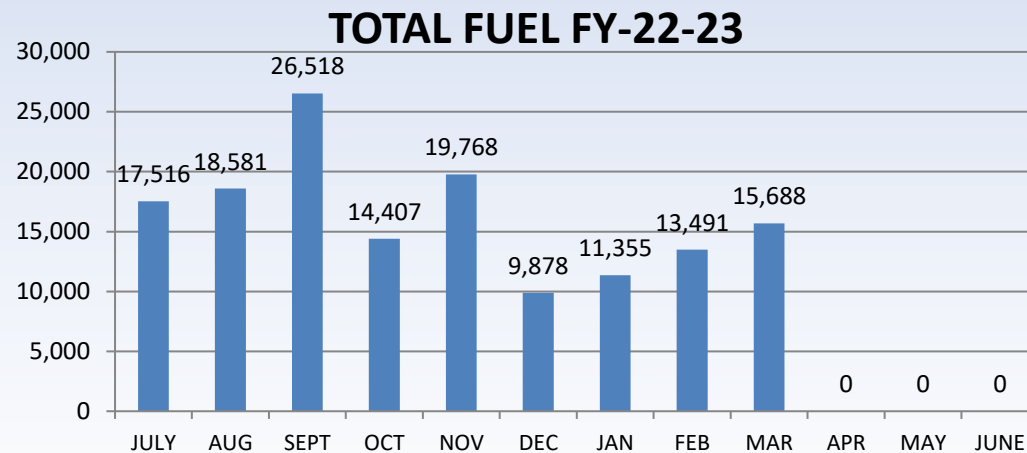
Quarter: -8%



YTD: -12%



MONTH	JET A	AVGAS	TOTAL
JULY	11,579	5,937	17,516
AUG	10,890	7,691	18,581
SEPT	17,141	9,377	26,518
OCT	6,879	7,528	14,407
NOV	6,616	13,152	19,768
DEC	3,948	6,300	10,248
JAN	7,719	3,636	11,355
FEB	7,306	6,185	13,491
MAR	8,349	7,339	15,688
APR			0
MAY			0
JUNE			0
Total	89,964	57,238	147,202



- Historical Data
 - Estimated Annual Fuel sales by quarterly performance average
 - Forecast by Quarter FY23
 - 250,460 Gallons 1st QTR
 - 214,076 Gallons 2nd QTR
 - 196,269 Gallons 3rd QTR
 - Forecast by Quarter FY22
 - 224,492 Gallons 1st QTR
 - 240,110 Gallons 2nd QTR
 - 223,628 Gallons 3rd QTR
 - 232,324 Gallons EOY Actual

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
F/Y 21-22	232,324

- Hangar Waiting List (Future Demand)
 - Private / 110 (+8)
 - Corporate / 2
 - Total Aircraft /112 (+8)



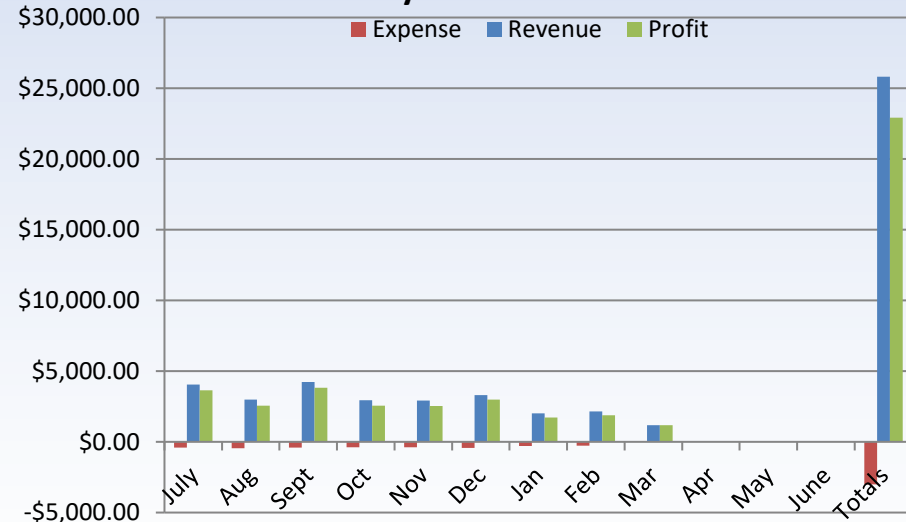
Facility Revenue Report

Quarter: 41 % 

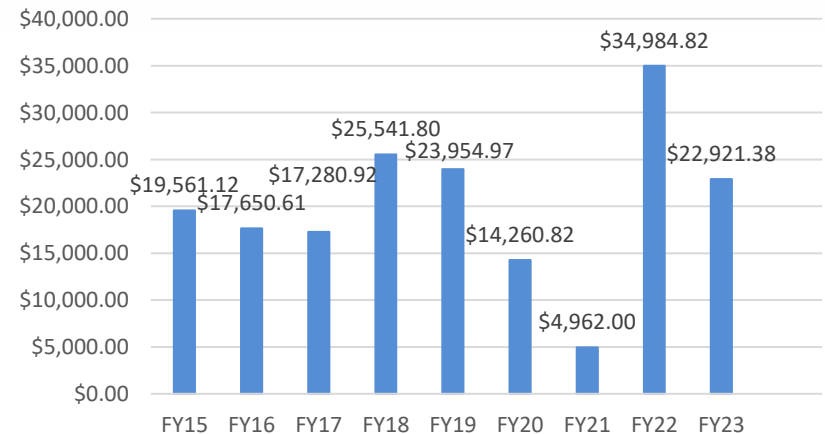
YTD: 108 % 

Month	Revenue	Expense	Profit
July	\$4,050	-\$412.46	\$3,637.54
August	\$3,000	-\$439	\$2,561
Sept	\$4,240	-\$405.50	\$3,834.50
Oct	\$2,950	-\$386.18	\$2,563.82
Nov	\$2,920	-\$383.90	\$2,536.10
Dec	\$3,305	-\$426.04	\$2,998.96
January	\$2,020	-\$289	\$1,731
Feb	\$2,145	-\$266.54	\$1,878.46
March	\$1,180	\$0	\$1,180
April			
May			
June			
Totals	\$25,810	-\$3,008.62	\$22,921.38

Profit By Month FY 2023



Profit By Fiscal Year

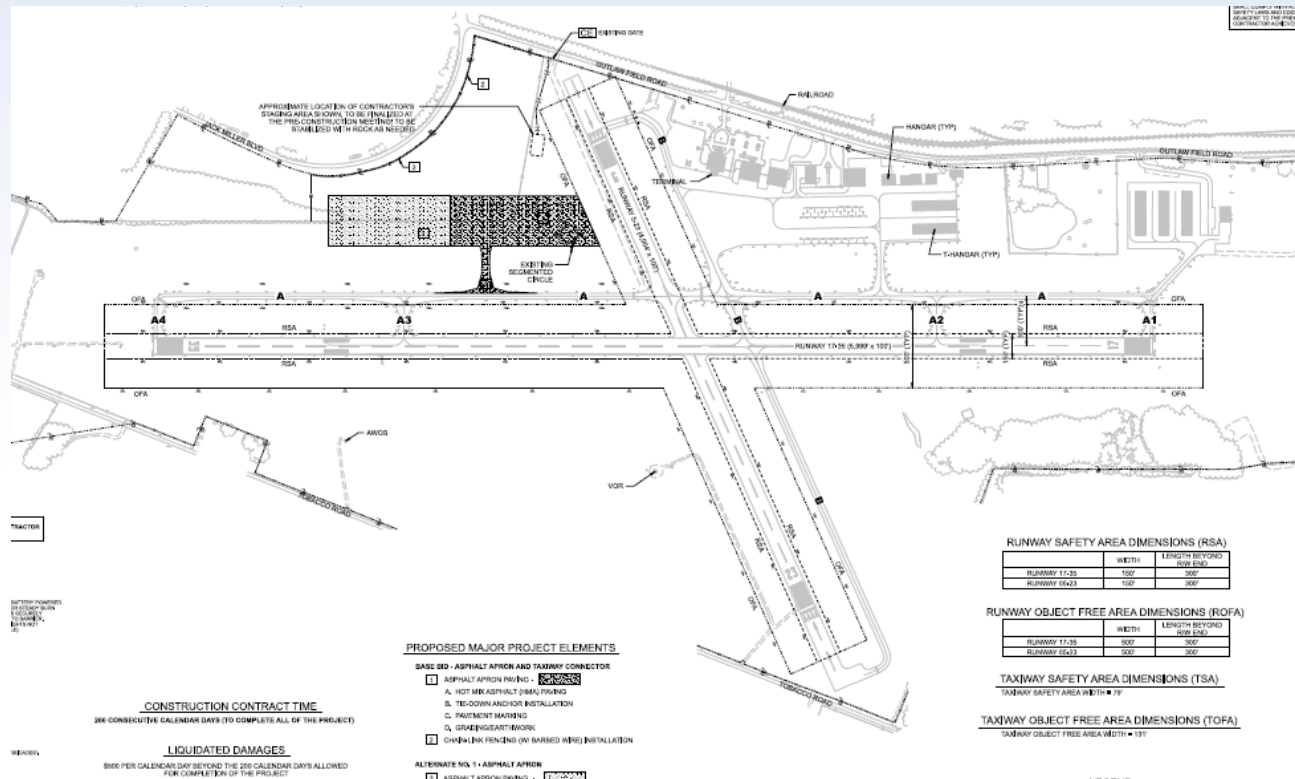


Project Update

- Hangar Development Project
 - T Hangars – 3 buildings delivered, 2 erected, still waiting on asphalt, 3rd to start when weather allows.
 - Midfield: 80% complete, Occupancy May 2023
 - North Hangar: 20% complete, Occupancy July 2023
- ALP (Airport Layout Plan)
 - 60% Progress
- Surface Failure Repair RWY 35
 - Preliminary Design Phase – 100%
 - Final Design and Bid – 50%
 - Pending review TDOT – Aeronautics

– South Apron

- 60% Design
- CATEX Submitted TDOT – Aeronautics



- EDB – Promotional Video
 - Marketing Southwest property
 - Marketing Northeast property
- CTAF – Frequency Change 122.725
 - TDOT – Aeronautics – No Objections
 - FCC – Applications

New Business

- Consulting Contract RFQ
 - Notice: 4/22/2023
 - Proposals Due 5/22/2023
- Review
- Interviews 6/1/2023
- Award 6/12/2023

New Business

- FY24 Budget Proposed *Vote*
- Operating \$1,047,729
 - \$523,864.50 County/City
- Capital
 - Apron \$3,037,954 additional funding
 - \$1,518,677ea County/City
 - RWY 35 \$3,700,000
 - Grant \$3,515,000
 - Local \$185,000 (\$92,500ea)

Thank you for your continued support!





Montgomery County Government

Building and Codes Department

Phone
931-648-5718

350 Pageant Lane Suite 309
Clarksville, TN 37040

Fax
931-553-5121

Memorandum

TO: Wes Golden, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: April 28, 2023
SUBJ: April 2023 PERMIT REVENUE REPORT

The number of permits issued in April 2023 is as follows: Building Permits 101, Grading Permits 1, Mechanical Permits 57, and Plumbing Permits 55 for a total of 214 permits.

The total cost of construction was \$17,386,537.00. The revenue is as follows: Building Permits \$152,985.15, Grading Permits \$213.50, Plumbing Permits \$5,500.00, Mechanical Permits: \$7,400.00 Plans Review \$2,953, BZA \$250.00, Re-Inspections \$750.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in April 2023 was \$169,851.65.

FISCAL YEAR 2022/2023 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	345
COST OF CONSTRUCTION:	\$322,407,451.00
NUMBER OF BUILDING PERMITS:	971
NUMBER OF PLUMBING PERMITS:	322
NUMBER OF MECHANICAL PERMITS:	510
NUMBER OF GRADING PERMITS:	12
BUILDING PERMITS REVENUE:	\$1,719,766.13
PLUMBING PERMIT REVENUE:	\$34,400.00
MECHANICAL PERMIT REVENUE:	\$55,020.00
GRADING PERMIT REVENUE:	\$6,451.50
RENEWAL FEES:	\$2,300.00
PLANS REVIEW FEES:	\$174,908.25
BZA FEES:	\$3,250.00
RE-INSPECTION FEES:	\$5,650.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$100.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$2,451.75
SWBA	\$0.00
TOTAL REVENUE:	\$2,001,797.63

RS/bf

cc: Wes Golden, County Mayor
Jeff Taylor, Accounts and Budgets
Teresa Cottrell, County Clerk



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: Wes Golden, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: April 28, 2023
SUBJ: April 2023 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in April 2023 is as follows: City 191 and County 60 for a total of 251.

There were 141 receipts issued on single-family dwellings, 9 receipts issued on multi-family dwellings with a total of 54 units, 48 receipts issued on condominiums with a total of 48 units, 0 receipts issued on townhouses. There were 0 exemption receipt issued.

The total taxes received for April 2023 was \$149,500.00

The total refunds issued for April 2023 was \$0.00.

Total Adequate Facilities Tax Revenue for April 2023 was \$149,500.00

FISCAL YEAR 2022/2023 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	2268
	County:	508
	Total:	2776
TOTAL REFUNDS:		\$1,500.00
TOTAL TAXES RECEIVED:		\$1,471,000.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	57	57
SINGLE-FAMILY DWELLINGS:	507	345	852
MULTI-FAMILY DWELLINGS (208 Receipts):	1574	91	1665
CONDOMINIUMS: (92 Receipts)	86	6	44
TOWNHOUSES:	92	0	92
EXEMPTIONS: (18 Receipts)	9	9	18
REFUNDS ISSUED: (2 Receipt)	(0)	(2)	(2)

RS/bf

cc: Wes Golden, County Mayor
 Jeff Taylor, Accounts and Budgets
 Teresa Cottrell, County Clerk

MONTGOMERY COUNTY DRIVER SAFETY PROGRAM

QUARTERLY REPORT: REVENUE AND ATTENDEES

JANUARY - MARCH 2023

*Adult Driver Improvement Program

<u>Rev Rec:</u> January 2023.....\$ 2,180.25	<u>Attendees:</u> January 2023.....38
February 2023.....\$ 2,500.87	February 2023.....45
March 2023.....\$ 3,013.87	March 2023.....35
Total.....\$ 7,694.99	Total.....118

*ADIP Book Fees

<u>Rev Rec:</u> January 2023.....\$ 113.05
February 2023.....\$ 129.67
March 2023.....\$ 156.27
Total.....\$ 398.99

*Reality

<u>Rev Rec:</u> January 2023.....\$ 28.50	<u>Attendees:</u> January 2023....n/a
February 2023.....\$ 114.00	February 2023..n/a
March 2023.....\$ 57.00	March 2023.....7
Total.....\$ 199.50	Total.....7

***TEEN DRIVER IMPROVEMENT PROGRAM**

<u>Rev Rec:</u> January 2023.....\$ 304.00	<u>Attendees:</u> January 2023...n/a
February 2023.....\$ 418.00	February 2023..20
March 2023.....\$ 646.00	March 2023.....n/a
Total.....\$1,368.00	Total.....20

MONTGOMERY COUNTY

2023 COUNTY ROAD LIST

Zone 1

JANUARY 1, 2023 THRU MARCH 31, 2023

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
CHERRY ACRES DRIVE	HOT MIX	.11	4/24/2023	NEW ROAD: CHERRY ACRES CLUSTER
HERMAN DRIVE	HOT MIX	.39	4/24/2023	NEW ROAD: CHERRY ACRES CLUSTER
MABLE VIOLA COURT	HOT MIX	.04	4/24/2023	NEW ROAD: CHERRY ACRES CLUSTER

RESPECTFULLY SUBMITTED,


JEFF BRYANT, HIGHWAY SUPERVISOR


ED GROVES, COMMISSIONER


ORVILLE LEWIS, COMMISSIONER

4-24-23
DATE



Capital Projects – May 2023 – Construction Update Report

Capital Projects May 2023 Quarterly Construction Update Report

Report Provided By: Nick Powell, Chief County Engineer



Brigham Park

Aerial Photos By: Clarksville Aerial Photography

Capital Projects – May 2023 – Construction Update Report

Courts Center Annex

Architect/Designer: Montgomery County Engineering
General Contractor: TBD
Project Status: Design Development
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 30,000 (Design)
Current Contract Amount: \$ 9,850 (Mechanical Design), \$ 12,550 (Electrical Design)
Percentage Complete: 65% Design
Comments:

- MCG Engineering has completed Design Development designs for the renovation of the existing building for the proposed relocations of Adult Probation, Veterans Treatment, and Driver's Safety Departments. Construction Plans are underway.
- The current building occupant is planning to move out in June, so the building will be ready for construction as soon as budget funds are approved. This is a high priority funding project for the County this budget cycle.



Capital Projects – May 2023 – Construction Update Report

Courts Center Renovation – Phase 3

Architect/Designer: Rufus Johnson & Associates

General Contractor: TBD

Project Status: Design Development

Contract Date: TBD

Contract Completion Date: TBD

Budget: \$ 410,000 (Design)

Current Contract Amount: \$ 385,000 (Design)

Percentage Complete: 50% Design

Comments:

- After the completion of a 15-year growth plan study, efforts have been moving forward with design plans to build out the remaining 2 courtrooms within this facility. Three Departments are scheduled to be relocated to the newly purchased (but not completed) Courts Center Annex Building.
- Construction within this facility will be contingent on when the departments can be relocated to the Courts Center Annex building. Staff currently work within the space of one of the new courtrooms.
- Design plans have been stationary while awaiting County review to move forward. Other projects have been priorities for scheduling, but this project will move forward with a late 2024 construction schedule.

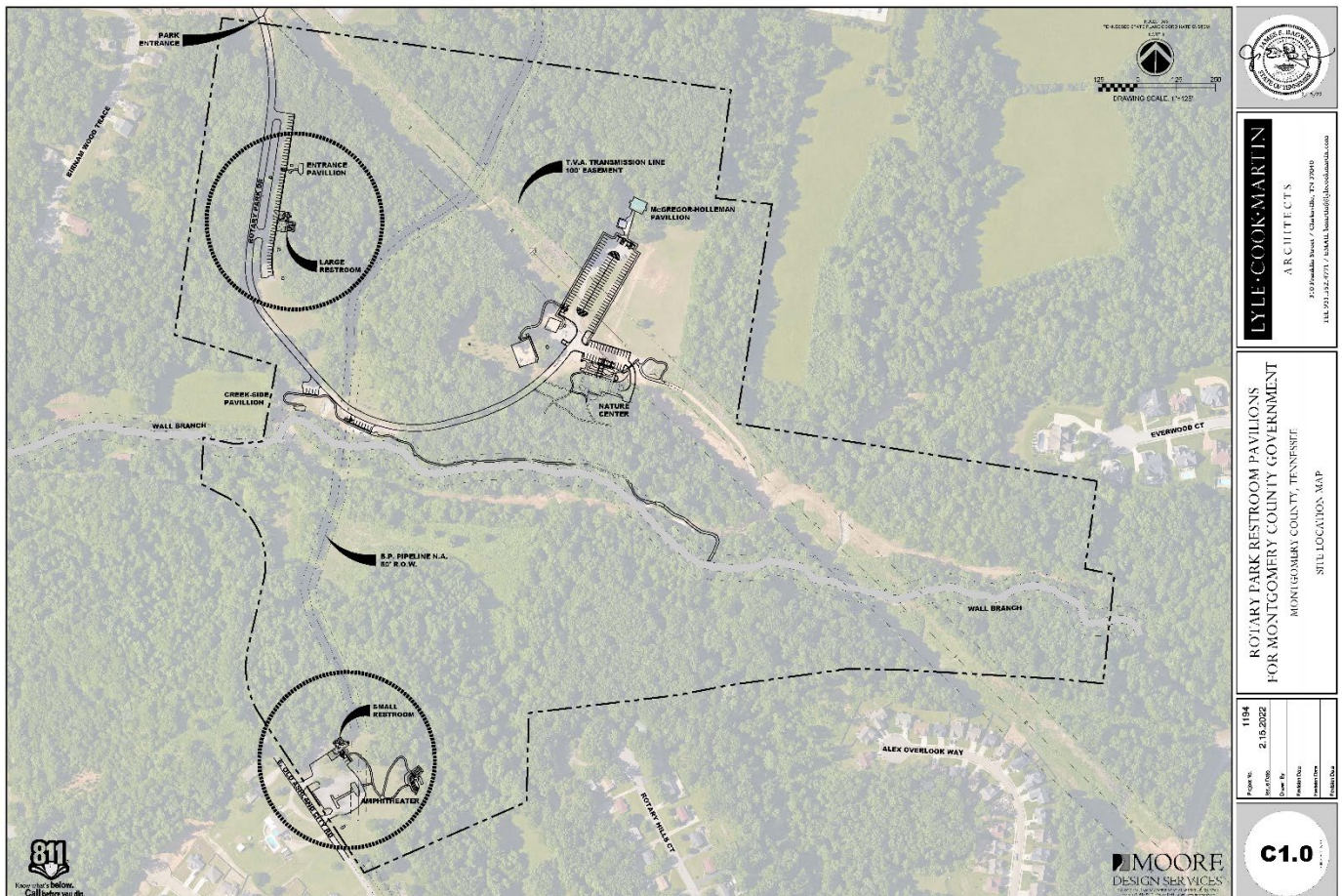


Capital Projects – May 2023 – Construction Update Report

Rotary Park Restrooms

Architect/Designer: Lyle Cook Martin Architects
General Contractor: B.R. Miller & Company
Project Status: Construction
Contract Date: 3/6/2023
Contract Completion Date: TBD
Budget: \$ 94,000 (Design), \$1,725,000 (Construction)
Current Contract Amount: \$ 93,906 (Design), \$1,095,364 (Construction)
Percentage Complete: 5% Construction
Comments:

- Trees have been cut and mulched for the new sewer line alignments. Other parts of construction have been held up for approximately 2 months due to State Grant requirements. Bids were submitted on March 2nd.
- Two new restrooms are included with the scope of work for this project. One is located at the main entrance to the park and the 2nd smaller restroom is located on the back side of the park adjacent to the amphitheater and the disc golf course.



Capital Projects – May 2023 – Construction Update Report

Brigham Park

Architect/Designer: Montgomery County Engineering
General Contractor: C & C Contracting
Project Status: Construction
Contract Date: 12/2/2022
Contract Completion Date: 8/2/2023
Budget: \$ 450,000
Current Contract Amount: \$ 362,450 Construction, \$ 6,158 Geotechnical
Percentage Complete: 65% Construction
Comments:

- Design includes a larger basketball court, a concrete walking trail, pavilion, exercise stations, parking spaces, and open green space.
- The construction phase has been moving quickly. The pavilion is complete, 70% of concrete has been poured. Rough grading is complete. Remaining concrete, topsoil work, sod, and finish work will be ongoing for the next couple of months. Tables, benches, and trash cans will be purchased and installed by the Park's Department after construction is completed. This project is ahead of schedule by a couple of months.



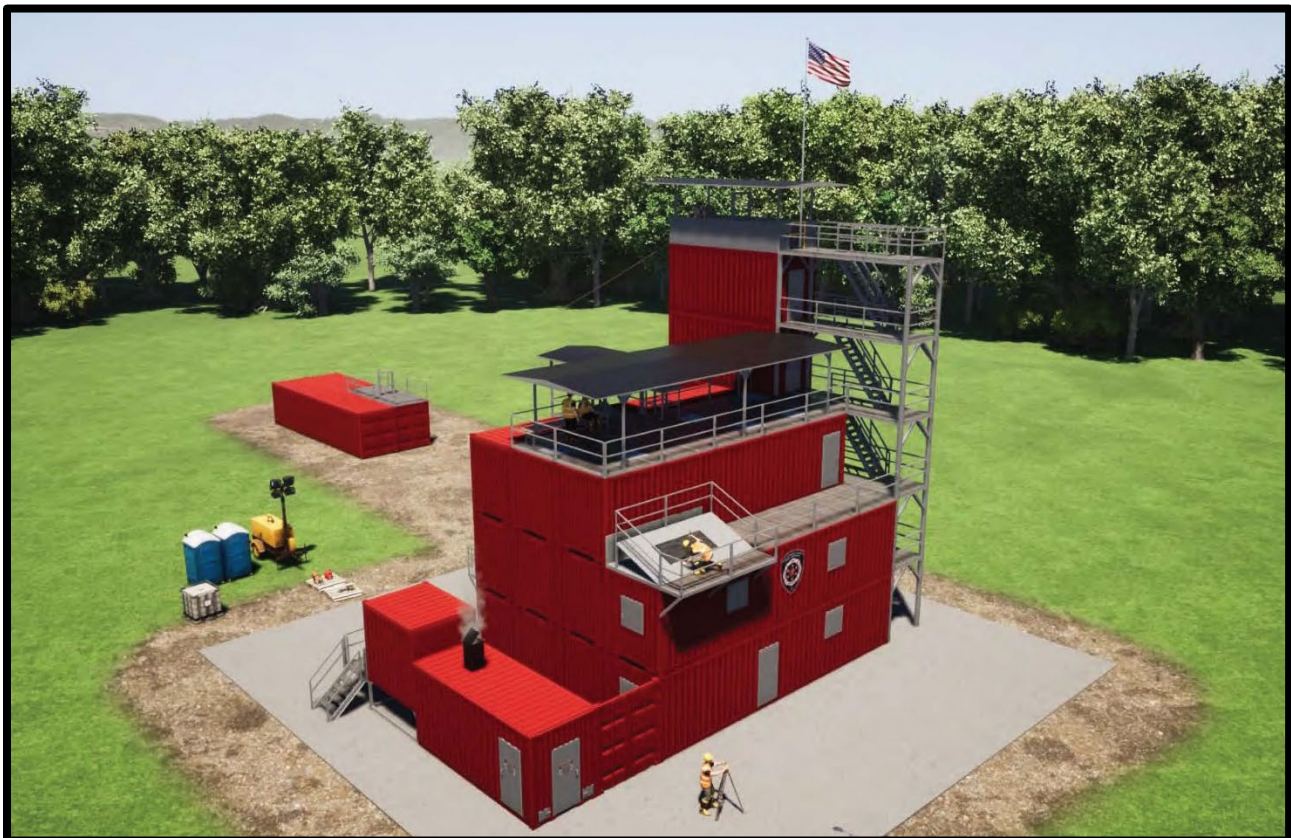
Capital Projects – May 2023 – Construction Update Report

Public Safety Training Complex – Burn Tower

Architect/Designer: Moore Design Services
General Contractor: Triple S. with American Fire Training Systems
Project Status: Design
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 226,125 (Design), \$ 3,700,000 Requested (Construction)
Current Contract Amount: \$ 80,000 (Civil Design), \$6,250 (Geotech), \$ TBD (tower structure design)
Percentage Complete: 70% Site Design; 85% Burn Tower (Design-Build)
Comments:

- Site design for the Burn Tower is well under way and ongoing. The site grading, utilities, and concrete pad will be bid out as a separate project from the tower component. Site grading will begin as soon as funds are approved in this upcoming budget cycle.
- The tower structure has been issued as a design-build component of the project. Proposals have been received and a selection has been made. Contractor is approved to move forward with the design phase, and construction will wait until funds have been approved. This manufacturer is more than a year booked in advance. As soon as budgets are approved, this will be added to the waiting list.

Concept Rendering (Not final layout)



Capital Projects – May 2023 – Construction Update Report

Veterans Plaza Data Room Generator & HVAC

Architect/Designer: Smith Seckman Reid, Inc.

General Contractor: Shepherd & Sons

Project Status: Construction

Contract Date: 1/6/2022

Contract Completion Date: 4/22/2023

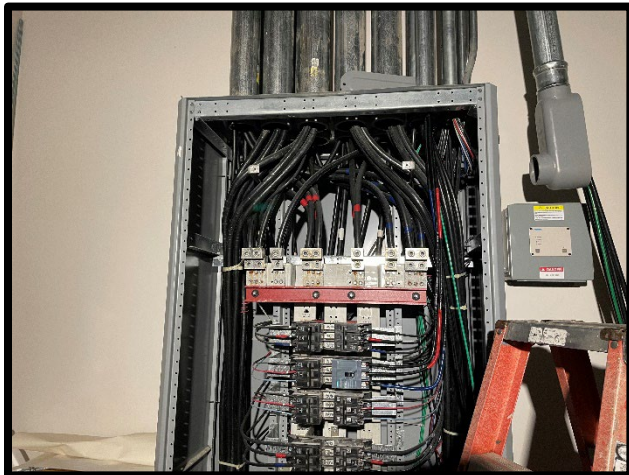
Budget: \$ 160,000

Current Contract Amount: \$ 156,381

Percentage Complete: 99% Construction

Comments:

- The Server Room at the Property Units within Veterans Plaza has long needed to be backed up by a generator and a dedicated HVAC system to keep it cool. This project sets out to accomplish this.
- After a long 16 month wait, the generator has been delivered and installed. Crews will complete all final commissioning of the generator in the coming weeks with the Cummins' team.



Capital Projects – May 2023 – Construction Update Report

County Clerk Renovation

Architect/Designer: Montgomery County Engineering

General Contractor: Triple S Contracting

Project Status: Construction

Contract Date: 10/13/2022

Contract Completion Date: 04/04/2023

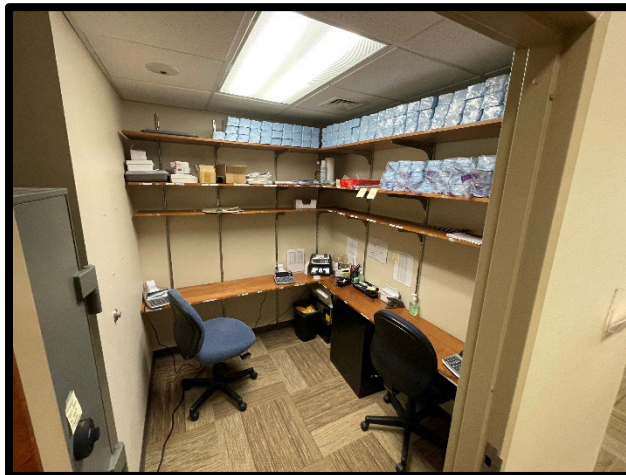
Budget: \$ 110,000 (Construction)

Current Contract Amount: \$ 79,668

Percentage Complete: 100% Construction

Comments:

- MCG Engineering designed this renovated space. Contractor began renovations in early December.
- The project added 5 new workstations in the previous license plate storage room and storage requirements were adjusted to other areas of the department. A new window was cut into the exterior wall to add daylight to the office space.
- The project is completed and will be removed from future reports.



Capital Projects – May 2023 – Construction Update Report

Human Resources/Risk Management – DHS Renovations

Architect/Designer: Montgomery County Engineering

General Contractor: TBD

Project Status: Design

Contract Date: TBD

Contract Completion Date: TBD

Budget: \$ 250,000 (Design)

Current Contract Amount: \$ 15,000 (MPE Design)

Percentage Complete: 65% Design

Comments:

- MCG Engineering is designing a renovation of the previous DHS office space to be transformed into a renovated office area for Human Resources, Risk Management, Sheriff's Patrol office, and a small area for the County Clerk expansion. Plans are moving forward through Construction plans.
- The County has contracted with a Mechanical, Plumbing, and Electrical design firm to supplement the Architectural design being completed in-house.
- This project is scheduled to be ready to bid by Aug/Sept. 2023 when new budgets are approved.
- This is a priority project for funding this budget cycle to alleviate growth needs.

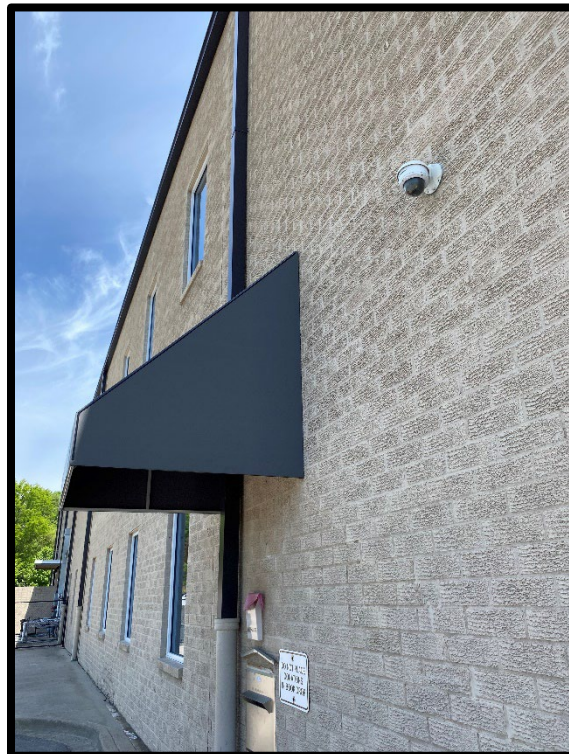


Capital Projects – May 2023 – Construction Update Report

Veterans Plaza Exterior Improvements

Architect/Designer: Montgomery County Engineering/Montgomery County Facilities & Maintenance
General Contractor: Montgomery County Facilities & Maintenance/Clarksville Awnings
Project Status: Construction
Contract Date: N/A
Contract Completion Date: N/A
Budget: Remaining funds from Plaza Roof project
Current Contract Amount: \$ 16,915
Percentage Complete: 100%
Comments:

- Exterior painting at Veterans Plaza was completed in-house by Facilities & Maintenance late last year.
- Broken windows around the plaza have been replaced.
- Fabric canopies have been replaced over doors along the back side of the building.
- This project has been completed and will be removed from future reports.



Capital Projects – May 2023 – Construction Update Report

Library Roof Wind Damage Repair

Architect/Designer: Montgomery County Engineering

General Contractor: Tremco and Eskola Roofing

Project Status: Construction

Contract Date: 03/03/23 (Wind event)

Contract Completion Date: TBD

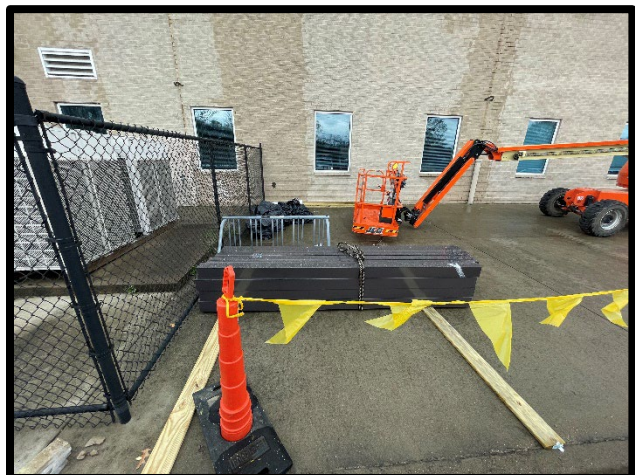
Budget: \$ Insurance Covered

Current Contract Amount: \$ 119,142

Percentage Complete: 75% Construction

Comments:

- On March 3rd, approximately 80 MPH wind gusts came through the Clarksville region via straight-line winds. Approximately 6,000 SF of the existing Library roof was blown off. MCG Engineering & Facilities evaluated the issue and contacted Tremco immediately who has the roof warranty for the entire Plaza. Tremco requested for Eskola roofing to begin making repairs to get the building protected.
- A new membrane has been installed, and crews have ordered the roofing coating material to bring the entire roof back up to the warranty. This was an insurance event, not a warranty coverage with the wind event that took place.



Capital Projects – May 2023 – Construction Update Report

Lafayette Road Widening

Architect/Designer: Gresham, Smith & Partners
General Contractor: TBD
Project Status: Right of Way Acquisition & Utility Coordination
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 2,775,000
Current Contract Amount: TBD
Percentage Complete: 99% ROW/Design

Comments:

- Under the rules, requirements, and unavoidable delays of the State and Federal government, we have been working with TDOT through their evaluation phases trying to secure a Notice to Proceed with construction since June 2022. Federal Funding = Slow progress! FHWA is months behind on approval of Statewide funding. In an effort to bypass the Federal delays, Montgomery Co. has reappropriated \$250k in Hwy Dept. funds to move this forward to a bidding phase, but has been delayed yet again by requirements from Eastern Federal Land to approve the funds that we have allocated.
- This project is ready to bid as soon as TDOT releases. Trees have already been cut within the ROW to avoid further delays from “No-cut” dates due to possible endangered bat habitat.



Capital Projects – May 2023 – Construction Update Report

Rossview Road Widening

Architect/Designer: HDR Engineering
General Contractor: TBD
Project Status: Design Phase
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$3,000,000 (Envir. & Design) \$7,000,000 (ROW), (Utility funding still needed)
Current Contract Amount: \$ 1,817,801 (Design), ROW Design still to be funded
Percentage Complete: 100% NEPA, 100% Preliminary Design, 99% ROW Plans, 0% ROW Acquisition
Comments:

- At the end of each phase of a State project, the Environmental division gets a chance to Re-review what they have already previously reviewed. We are at that step and have been pushing TDOT's environmental department since Dec. of 2022 to get it approved so that we can move into the ROW acquisition phase. At the time of this report, we are still trying to get TDOT to finalize. As soon as the environmental re-eval is complete, ROW appraisals and negotiations will begin. This Acquisition phase will continue for approx. 18 to 20 months, and then TDOT gets another chance to re-eval environmental again with further delays.
- The final public meeting with only the affected property owners will be scheduled following TDOT's approval to move to the ROW acquisition phase.
- Currently 2 homes are slated to be fully purchased due to the existing curves of the roadway and limiting constraints, one of which is a rental house.
- The project is scheduled for completion around early 2027 if TDOT allocates funding at the correct time and the construction phase is not delayed due to funding. Multiple factors will likely extend this longer.





Capital Projects – May 2023 – Construction Update Report

Upcoming/Ongoing Projects

ADA Transition Plan

Architect/Designer:

Montgomery County Engineering

Project Status:

A sign package for various buildings has recently been completed. Handrails were installed at the new Rotary Park playground, and a concrete settlement repair was completed at Downtown Commons. A new set of handrails will be installed soon at Downtown Commons for additional safety measures.

1986 Jail Sewer & HVAC Replacement

Architect/Designer:

MCG Engineering

Project Status:

Currently bidding a sewer replacement project for the lowest floor of the 1986 Jail Facility. This should be completed within a couple of weeks of getting started. The HVAC for the 1986 Jail pods is being evaluated and will be put out for a replacement bid in the future as a bid package can be developed.

Montgomery County Rail Service Authority

Architect/Designer:

Montgomery County Engineering & CSR Engineering

Project Status:

2022 grant dollars have been applied to a bridge repair project. This project underway with JCF Bridge & Concrete, Inc. for \$752,545. This project is scheduled for completion by November 2023. Additional grant applications are in the works currently.

Historic Courthouse Concrete Rejuvenation

Architect/Designer:

Montgomery County Engineering

Project Status:

Previously tested and observed 3 products at an EMS Station parking lot that has been degraded by salt. Met onsite with specialists to discuss other surfacing options. In order to get the right project with the longevity that we are hoping for, additional funding is needed and has been requested in the budget process. Adjusted bid timing or design/build process is anticipated for late summer of 2023 due to additional funding needs.



Capital Projects – May 2023 – Construction Update Report

Loan Oak Community Center

Architect/Designer:

Montgomery County Engineering

Project Status:

Parks and Engineering have been working through existing septic easement issues with the adjacent property owner. Surveying has been completed. Soil testing was scheduled and has been cancelled per request of the property owner. We are unsure how this will proceed, but the Church is currently discussing options with the adjacent property owner for septic easement items. If this property is acquired, this project will receive some small renovations to make it ADA and Code compliant to open to the public for rentable space.

Mid-Cumberland Human Resources Agency

Architect/Designer:

Montgomery County Engineering

Project Status:

Montgomery Co. Engineering and Montgomery Co. Facilities office have been working to restore an existing County owned building at the corner of Pageant Lane and Crossland Ave. for the purpose of relocating MCHRA out of the Plaza. This will be a leased building to MCHRA, and this relocation will open up needed space and access for the departments that will be relocating into Veterans Plaza with the departure of DHS.

Veterans Plaza Renovations

Architect/Designer:

Montgomery County Engineering

Project Status:

Multiple areas of Veterans Plaza are being planned for various levels of renovations. The Register of Deeds has requested wall additions and separation zones from the public. This is being scheduled for design and funding will be requested this budget cycle. The Trustee's office is getting new flooring added to their area over the next few weeks. The Assessor of Property's suite is planned to be redesigned within the DCS suite as they move out in June of 2024. MCG Engineering will be designing this over the next year to be ready for a mid-2024 construction start.