

CALL TO ORDER

PUBLIC HEARING REGARDING ZONING

- CZ-1-2010:** Application of Brent Gupton from AG to C-5
- CZ-3-2010:** Application of Mary E. Nelson from AG to R-1A
- CZ-4-2010:** Application of Donna Albright from AG/R-1 to E-1

RESOLUTIONS

- 10-3-1:** Resolution to Repeal Tennessee Code Annotated (T.C.A.) Section 37-2-205(F)
- 10-3-2:** Resolution Opposing Unfunded Local Government Mandates and Additions to Local Government Maintenance of Effort Requirements
- 10-3-3:** Resolution to Accept a Federal Emergency Management and the Department of Homeland Security FY2009 Assistance to Firefighters Grant in the County General Fund
- 10-3-4:** Resolution Establishing the Airport Authority Liaison Committee
- 10-3-5:** Resolution of the Montgomery County Board of Commissioners Creating a Position for a Parks and Recreation Director
- 10-3-6:** Resolution Appropriating Funds for the Purchase of Property for RichEllen Park
- 10-3-7:** Resolution of the Montgomery County Board of Commissioners to Amend Animal Control Regulations
- 10-3-8:** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2009-10 School Budget
- 10-3-9:** Resolution to Amend the Budgets of Various Funds for Fiscal Year 2010 in Certain Areas of Revenues and Expenditures
- 10-3-10:** Resolution in Support of Fiscal Year 2010 THDA Home Grant Application

REPORTS

- 1.** Ginger Miles, Chairman, Nominating Committee
- 2.** Carolyn Bowers, County Mayor Nominations and Appointments

REPORTS FILED

1. Minutes from February 8, 2010
2. Conservation Board 2009 Annual Report

CITIZENS TO ADDRESS THE COMMISSION

1. Carmen Hunter; Animal Control Chaining Resolution
2. Courtney Berlyak; Animal Control Chaining Resolution
3. Stacey Hopwood – Humane Society; Animal Control Regulations
4. Eddie Ferrell; Animal Control “Chaining of Dogs”
5. Charlsie Hand Lankford – Humane Society; Dog Chaining
6. Shellene Kent; Dog Chaining
7. Ingrid Thompson; Confined Dogs
8. Jennifer Lowe Ellis; Resolution to amend animal control regulations
9. Elaine Weil; Chaining Resolution

ANNOUNCEMENTS

ADJOURN

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
BRENT GUPTON**

WHEREAS, an application for a zone change from AG Agricultural District to C-5 Highway & Arterial Commercial District has been submitted by Brent Gupton and

WHEREAS, said property is identified as County Tax Map 126, parcel 057.15 (portion), containing 2.0 acres, situated in Civil District 13, located Property located at the Northeast corner of the intersection of Ashland City Road & Oak Plains Road. ; and

WHEREAS, said property is described as follows:

Beginning at an Iron Rod Set with Cap at the Northeastern Right of Way intersection of State Route 12 and Oak Plains Road being 60' from the centerline of State Route 12, thence leaving Oak Plains Road and with State Route 12 a curve turning to the left with an arc length of 264.13 feet with a radius of 2109.18 feet with a chord bearing of N 30°42'30" W, with a chord length of 263.96 feet, to an Iron Rod Set with Cap being 60' from the centerline and corner to the remaining lands of Brent Pardue Clemmons (D.B.V. 804, Page 1513); thence leaving State Route 12 and with the remaining lands of Brent Pardue Clemmons on new lines. N 68°28'05" E a distance of 320.00 feet to an Iron Rod Set with Cap; thence S 15°01'42" E a distance of 360.00' to an Iron Rod Set with Cap in the Northerly Right of Way line of Oak Plains Road being 25 feet from the centerline; thence with Oak Plains Road N 74°21'36" W a distance of 6.69feet to a Point; thence with a curve turning to the left with an arc length of 215.96 feet, with a radius of 325.00 feet with a chord bearing of S 86°36'14" W, with a chord length of 212.01 feet, to an Iron Rod Set with Cap; thence with a curve turning to the right with an arc length of 44.67 feet, with a radius of 30.00 feet, with a chord bearing of N 69°46'35" W, with a chord length of 40.66 feet, to the point of beginning having an area of 84,555.4 square feet or 1.94 acres more or less.

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 8th day of March, 2010, that the zone classification of the property of Brent Gupton from AG to C-5 is hereby approved.

Duly passed and approved this 8th day of March, 2010.

Sponsor David A. Rogers
Commissioner _____
Approved _____

Attested: _____
County Clerk

County Mayor

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
MARY E. NELSON**

WHEREAS, an application for a zone change from AG Agricultural District to R-IA Single Family Residential District has been submitted by Mary E. Nelson and

WHEREAS, said property is identified as County Tax Map 082, parcel 087.00, containing 27.2 acres, situated in Civil District 13, located Property beginning 1275+/- feet west of the intersection of Sango Rd. & S. Woodson Rd. and continuing west on the South frontage of Sango Road a distance of 345+/- feet.; and

WHEREAS, said property is described as follows:

Beginning at an old iron pin in the south margin of Sango Road, said iron being the northeast corner of the Winters' property and the northwest corner of the herein conveyed property and 2,640.00 feet east of the intersection of part of Sango Road that runs north and south as measured along the south margin of that part of Sango Road that runs east and west; thence with said margin, S 78° 16' 40" E, 154.96 feet to an iron pin; thence continuing with said margin, S 81° 45' 00" E, 386.04 feet to an iron pin; thence with a fence S 5° 50' 59" W, 1,277.93 feet to an iron pin; thence continuing with a fence, N 84° 49' 00" W, 289.01 feet to an iron pin; thence continuing with a fence, S 6° 06' 37" W, 906.64 feet to an iron pin; thence continuing with a fence, S 2° 31' 26" E, 51.91 feet to an iron pin; thence continuing with a fence, N 83° 33' 52" W, 410.99 feet to an iron pin; thence with the fence N 6° 14' 52" E, 1,317.55 feet to an iron pin; thence continuing with the fence, N 85° 43' 10" W, 34.42 feet to an iron pin; thence continuing with a fence, N 7° 36' 48" E, 713.53 feet to an iron pin; thence with the fence, S 82° 45' 03" E, 135.60 feet to an iron pin; thence with the fence N 11° 38' 17" E, 241.89 feet to the point of beginning.

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 8th day of March, 2010, that the zone classification of the property of Mary E. Nelson from AG to R-IA is hereby approved.

Duly passed and approved this 8th day of March, 2010.

Sponsor David A. Riggins
Commissioner _____
Approved _____

Attested: _____
County Clerk

County Mayor

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
DONNA ALBRIGHT**

WHEREAS, an application for a zone change from AG Agricultural District / R-1 Single Family Residential District to E-1 Single Family Estate District has been submitted by Donna Albright and

WHEREAS, said property is identified as County Tax Map 058, parcel 012.03, containing 53.54 acres, situated in Civil District 13, located Parcel fronting on the west terminus of Winsome Lane and a portion of the adjoining parcel to the north; and

WHEREAS, said property is described as follows:

'EXHIBIT A'

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 8th day of March, 2010, that the zone classification of the property of Donna Albright from AG / R-1 to E-1 is hereby approved.

Duly passed and approved this 8th day of March, 2010.

Sponsor David A. Riggs
Commissioner _____
Approved _____

Attested: _____
County Clerk

County Mayor

"EXHIBIT A"

Beginning at a point in the southwest corner of the Sherry Winn Property as recorded in ORV 546, Page 661 ROMCT, said point being North 25 degrees 27 minutes 37 seconds West for a distance of 364.44 feet from the intersection of Winsome Lane and Countrywood Drive, said point also being the southeast corner of tract herein described, said point also lying in the north property line of the Gunn Road Partners property as recorded in ORV 1309, Page 352 ROMCT; Thence leaving said Winn property along the north property line of said Gunn Road property and along the north boundary line of the following: Ray property, as recorded in ORV 1217, Page 964 ROMCT, Brooks property, as recorded in ORV 838, Page 1617 ROMCT, Lazowski property, as recorded in ORV 1154, Page 2462 ROMCT, Ponder property, as recorded in ORV 1125, Page 2336 ROMCT, Wood property, as recorded in ORV 546, Page 1144 ROMCT, North 82 degrees 34 minutes 22 seconds West for a distance of 1637.69 feet to an iron pin in a Hackberry tree, said point being the southwest corner of tract herein described; Thence continuing along the east boundary line of said Wood property passing over a new set iron pin as a witness pin at a distance of 160.30 feet, North 09 degrees 51 minutes 08 seconds East for a total distance of 404.39 feet to a point, said point lying in the high water mark of Red River; Thence along the high water mark of Red River for the next 5 calls: North 63 degrees 29 minutes 54 seconds East for a distance of 222.88 feet to a point, North 53 degrees 02 minutes 40 seconds East for a distance of 171.67 feet to a point; North 43 degrees 53 minutes 51 seconds East for a distance of 362.71 feet to a point; North 29 degrees 05 minutes 17 seconds East for a distance of 398.51 feet to a point; North 13 degrees 06 minutes 33 seconds East for a distance of 389.92 feet to a point, said point also being the southwest corner of the Leon Kendrick property, as recorded in ORV 896, Page 1831 ROMCT; Thence leaving said Red River and along the south property line of said Kendrick property, South 81 degrees 50 minutes 38 seconds East for a distance of 363.39 feet to a 20" Hickory Tree; Thence continuing with said Kendrick property, North 52 degrees 07 minutes 15 seconds East for a distance of 165.87 feet to a 40" Hackberry Tree; Thence continuing with said south property line of said Kendrick property, South 87 degrees 40 minutes 13 seconds East for a distance of 251.05 feet to a new iron pin, said pin being the southeast corner of said Kendrick property; Thence on a new severance line, South 72 degrees 02 minutes 35 seconds East for a distance of 142.84 feet to a new iron pin, said point lying in the west property line of said Sherry Winn property and a fence line; Thence with said Winn west line, South 10 degrees 19 minutes 03 seconds West for a distance of 74.39 feet to a tree; Thence continuing with said Winn west line, South 05 degrees 56 minutes 36 seconds West for a distance of 1734.34 feet to the point of beginning. Said tract-containing 48.71 acres more or less. Beginning at a point in the south right of way of said Winsome Lane, said point being South 88 degrees 30 minutes 30 seconds West for a distance of 151.57 feet from the intersection of Winsome Lane and Countrywood Drive, said point also lying in the north property line of the Larry Hoff property as recorded in ORV 1150, Page 2204 ROMCT; Thence along said Winsome Lane south right of way on a curve to the right having a radius of 300.00 feet to a point, an arc length of 186.60 feet, a delta of 35 degrees 38 minutes 19 seconds, a tangent of 96.43 feet, a chord bearing of North 64 degrees 41 minutes 56 seconds West for a distance of 183.61 feet to a point, said point lying in the northwest corner of said Hoff property; Thence along Hoff west property line, South 07 degrees 49 minutes 23 seconds West for a distance of 83.59 to a point, said point being the northeast corner of the Alain Giroux property as recorded in ORV 1250, Page 37 ROMCT; Thence leaving said Hoff west property line along the north property line of said Giroux property, North 82 degrees 36 minutes 56 seconds West for a distance of 498.15 feet to a point, said point lying in the east property line of the Charmist Fields property as recorded in ORV 549, Page 2013, also being the west property line of said Giroux property; Thence leaving said Giroux property, along the east boundary line of the Kenneth Davis property, as recorded in ORV 533, Page 2273 ROMCT, North 07 degrees 32 minutes 11 seconds East for a distance of 357.12 feet to a point, said point lying in the northeast corner of the E & E Ray property as recorded in ORV 1217, Page 964 ROMCT, said point also lying in the south property line of the Donna Albright property as recorded in WB 30, Page 178 ROMCT; Thence leaving said Ray property along the

south property line of said Albright property, South 82 degrees 34 minutes 22 seconds East for a distance of 624.65 feet passing the southeast corner of said Albright property for a total distance of 725.57 to a point, said point lying in the south property line of the Sherry Winn Property as recorded in ORV 546, Page 661 ROMCT, also being the north corner of the Deborah Dalvit property as recorded in ORV 731, Page 997 ROMCT; Thence leaving said Winn south property line along the west property line of said Dalvit property, South 55 degrees 27 minutes 11 seconds West for a distance of 308.53 feet to a point, said point being the southwest corner of the said Dalvit property; Thence along the south property line of said Dalvit property, on a curve to the left having a radius of 250.00 feet to a point, an arc length of 196.27 feet, a delta of 44 degrees 58 minutes 54 seconds, a tangent of 103.51 feet, a chord bearing of South 60 degrees 01 minutes 38 seconds East for a distance of 191.27 feet to a point, said point lying in the north right of way of said Winsome Lane; Thence leaving said right of way, South 07 degrees 28 minutes 54 seconds West for a distance of 50.00 feet to the point of beginning. Said tract-containing 4.83 acres more or less.

**RESOLUTION TO REPEAL TENNESSEE CODE ANNOTATED
(T.C.A.) SECTION 37-2-205(F)**

WHEREAS, during its 2009 session, the Tennessee Legislature adopted Public Chapter No. 531, Section 30, known as the “Over-Commitment Law” which amended T.C.A. Section 37-2-205 by adding a new subsection (f); and

WHEREAS, this law provides that if a county exceeds a certain limit on the number of children committed to the custody of the Tennessee Department of Children’s Services, the county shall be billed for the cost to the state of providing care for the children during the children’s stay in state custody; and

WHEREAS, the cost of providing care for children in state custody was previously paid by the state, and the state had sole control of the custody and expenditures regarding said children; and

WHEREAS, there should be no distinction between the assessments of the cost of adults in the custody of the state, as borne by the state, and children in the custody of the state;

WHEREAS, a reassessment of this cost to the counties is unduly burdensome to the counties, impairs the judiciary in making decisions which address children’s best interests, and is supported only by the state’s desire to lessen its own budgetary concerns, which is contrary to the welfare of the children affected by this measure.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners that a copy of this resolution be mailed to the Tennessee’s State Senator and State Representatives and that they be urged to seek and support the repeal of T.C.A. Section 37-2-205(f).

Duly passed and approved this the 8th day of March, 2010.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION OPPOSING UNFUNDED LOCAL GOVERNMENT
MANDATES AND ADDITIONS TO LOCAL GOVERNMENT
MAINTENANCE OF EFFORT REQUIREMENTS**

WHEREAS, counties have been hard hit by the economic downturn and are struggling to fund their budgets in the face of drastically diminishing revenue collections, just as the state is doing; and

WHEREAS, county governments in Tennessee are fundamental political subdivisions of our State and already are the primary providers of numerous essential government services including, but not limited to, public K-12 education, jails and law enforcement, road building and maintenance, election administration and voter registration, property assessment, solid waste disposal, record keeping and administration for the various state courts, and the many services provided by the offices of County Clerk, Circuit Court Clerk, Clerk and Master, Register of Deeds, Property Assessor, Elections Administrator, Trustee, Sheriff, and Highway Superintendent; and

WHEREAS, counties are required under existing laws to maintain certain levels of funding for numerous services they provide, including but not limited to education, law enforcement, highways and roads, and libraries; and

WHEREAS, county governments have limited taxing powers under state law and have limited sources of revenue available to them to fund the services they provide; and

WHEREAS, property values and income levels are declining, and increases in property taxes will be especially difficult in the current economic environment; and

WHEREAS, even before the current economic downturn, counties were struggling to find sufficient revenue sources to meet the growing demands of their citizens for services which are vital to the health, welfare, and safety of the people of this state, to provide improvements to infrastructure required by population and economic growth, and to meet constitutional responsibilities and state legislative mandates such as those required by the state's Basic Education Program; and

WHEREAS, the Tennessee Constitution, in Article II, Section 24, provides that no law of general application shall impose increased expenditure requirements on cities or counties unless

the General Assembly shall provide that the state share in the costs; and

WHEREAS, in dealing with the State's budget crisis it must be remembered that county governments are facing the same budget crisis coupled with an inability to secure alternate sources of revenue; and

WHEREAS, in balancing the state's budget, the General Assembly should not cut state funding to programs and pass the cost of funding those programs to counties.

NOW THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in Regular Session on this the 8th day of March, 2010, that:

1. The Tennessee General Assembly is strongly urged to pass no new laws imposing increased expenditure requirements on counties unless the General Assembly provides additional funding to cover the increased expenditures; and

2. The Tennessee General Assembly is strongly urged either to eliminate programs or continue to fund them at the state level, rather than passing these responsibilities to county governments; and

3. The Tennessee General Assembly is strongly urged to pass no laws that would increase above current levels any maintenance of local funding requirements ("maintenance of effort"), including but not limited to education funding.

BE IT FURTHER RESOLVED, that the county clerk shall mail certified copies of this resolution to the Governor, the Speaker of the House and the Lieutenant Governor, and the members of the Tennessee General Assembly representing the people of Montgomery County.

Duly passed and approved this 8th day of March, 2010.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION TO ACCEPT A FEDERAL EMERGENCY MANAGEMENT AND
THE DEPARTMENT OF HOMELAND SECURITY FY2009 ASSISTANCE TO
FIREFIGHTERS GRANT IN THE COUNTY GENERAL FUND**

WHEREAS, Steve Jones, Chief of the County Volunteer Fire Service, has applied for a grant through the Federal Emergency Management Agency and the Department of Homeland Security FY2009 Assistance to Firefighters Grant for equipment; and

WHEREAS, on February 5, 2010, Chief Jones was notified that his grant application had been approved in the amount of \$45,000.00, federal share is 90% or \$40,500.00 of the approved amount, and the County's share is 10% or \$4,500.00; and

WHEREAS, the proceeds from the grant will be used to purchase five (5) thermal imaging cameras with extra batteries and vehicle mounts; and

WHEREAS, the matching portion of this grant was included in the original budget that was approved on August 3, 2009 in account 101-54310; and

WHEREAS, the grant period begins January 29, 2010 and expires January 28, 2011 and the grant will not require any continued funding after the expiration.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 8th day of March 2010 that the following appropriation be approved.

County General Fund

**Revenue
Homeland Security Grants**

101-54310-00000-54-47235

40,500.00

Expenditure
FY2009 Assistance to Firefighters Grant

101-54310-00000-54-57900 Other Equipment 40,500.00

Duly passed and approved this 8th day of March 2010.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____
County Clerk

**RESOLUTION ESTABLISHING THE
AIRPORT AUTHORITY LIAISON COMMITTEE**

WHEREAS, the Rules Committee is charged with the responsibility of analyzing the structure, organization and functions of the boards and committees of Montgomery County Government; and

WHEREAS, at a meeting held January 25, 2010, the Rules Committee recommended the establishment of an Airport Authority Liaison Committee; and

WHEREAS, the purpose of such Committee is to act as a liaison between the Montgomery County Board of Commissioners and the Airport Authority; to attend meetings of the Airport Authority and to keep the Board of Commissioners informed as to the operating progress, problems and/or needs of the Airport Authority; and

WHEREAS, the membership of said Committee shall consist of three members of the County Commission nominated by the County Mayor and approved by the Board of Commissioners; and

WHEREAS, the terms of the members shall be two (2) years commencing on March 1 of each year. No member shall serve for more than two full two-year terms in succession; and

WHEREAS, the Committee shall be represented at all regular and special meetings of the Airport Authority; and

WHEREAS, the compensation for the Committee members shall be as specified in Section I of the manual on committees.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 8th day of March, 2010, that the Airport Authority Liaison Committee is hereby established as set forth herein.

Duly passed and approved this 8th day of March, 2010.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

AIRPORT AUTHORITY LIAISON COMMITTEE

Authority: Resolution 10-3-3 of the Montgomery County Board of Commissioners as recommended by the Rules Committee.

Purpose: To act as liaison between the Montgomery County Board of Commissioners and the Airport Authority; to attend meetings of the Airport Authority and to keep the Montgomery County Board of Commissioners informed as to the operating progress, problems and/or needs of the authority.

Membership: Three (3) members of the Montgomery County Board of Commissioners, nominated by the County Mayor and approved by the Board of Commissioners.

Terms: Two (2) years. The terms of the members shall expire each March. No member shall serve for more than two full two-year terms in succession.

Meetings: The committee shall be represented at all regular and special meetings of the Airport Authority.

Compensation: As specified in Section I.

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS CREATING
A POSITION FOR A PARKS AND RECREATION DIRECTOR**

WHEREAS, the growth of Montgomery County has made it necessary for departments to handle the everyday business of their own offices; and

WHEREAS, there are various tasks such as providing direction and administration of park facilities to include rentals, volunteer events and other special events; and developing grant applications for parks; and coordinating the county recreation program; and, planning activities for Park development and maintenance programs to meet the needs of the community that is time and labor consuming and require an enormous amount of time and energy; and

WHEREAS, the projected mid-point salary range of the Parks and Recreation Director is anticipated to be approximately \$44,750 annually and current fringe benefits are approximately 40% of total salary, which brings the total annual compensation budget to \$62,650; and

WHEREAS, the position is expected to be filled the last quarter (April-June) of fiscal year 2010 for a total budget of \$15,662.50; and

WHEREAS, the funding for the position can be offset by savings realized in the budgeted funds of the Courts Complex director, which will exceed \$40,000 in fiscal year 2010; and

WHEREAS, there is a need for Montgomery County to hire a Director of Parks and Recreation on a full-time basis to serve in a capacity to fulfil the aforementioned responsibilities and serve as a central point of contact.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 8th day of March, 2010, that a Parks and Recreation Director be hired to perform the duties as described in the attached job description and to perform all other job relative tasks as otherwise prescribed.

Duly passed and approved this 8th day of March, 2010.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk



Montgomery County Government

Parks and Recreation Director

Listing Date: Friday, February 12, 9999

Position: Parks and Recreation Director

Location: Montgomery County Parks and Recreation

Qualifications Bachelor's degree in Parks and Recreation or a related field with 2 years of experience or significant experience (4 to 5 years) providing leadership and management within a Parks and Recreation Department. Must be certified as a Parks and Recreation Professional.

Wage: \$34,415 - \$44,741

Duties: Responsible for leadership, general oversight and direction of all functions and programs of the Parks and Recreation Department including parks, trails, government buildings and recreation program. Acts as a liaison between public and county government, searches for grant awards and develops grant applications, coordinates the county recreation program which would include meeting on a regular basis with users of parks to ensure public support. Planning and research activities for park development. Oversee financial operations including budget preparation. Develop marketing tools and strategies. Manage 3-15 employees of the Parks and Recreation Department.

Closing Date: Upon Being Filled

**RESOLUTION APPROPRIATING FUNDS FOR THE PURCHASE
OF PROPERTY FOR “RICH ELLEN PARK”**

WHEREAS, certain real estate located in Montgomery County, Tennessee, more particularly described as being 50.876 acres described as Official Map & Parcel #99-13.02 by the Tax Assessor’s Office for Montgomery County, Tennessee, is desirable for a county park; and

WHEREAS, the Montgomery County Conservation Board voted unanimously on February 9, 2010, to purchase said property for the purpose of dedicating said land as a county public park upon the following terms: \$150,000 paid down at closing with the remaining \$250,000 of purchase price to be financed by the seller over five years with annual payments of \$50,000 plus interest at 4% per annum; and

WHEREAS, a copy of the contract of purchase for said land is attached hereto being further described as Exhibit “A;” and

WHEREAS, the Montgomery County Board of Commissioners deem the purchase and acquisition of said real estate for the purpose of establishing “RichEllen Park” to be in the best interest of the citizens of Montgomery County.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 8th day of March, 2010, that the sum of \$400,000 be appropriated from the Capital Projects Fund for the purchase of the above described property on the terms and conditions as set out herein.

Duly passed and approved this 8th day of March, 2010.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

EXHIBIT "A"

File No.: 20040649

Box

This instrument was prepared by **Joel D. Ragland** of the law firm of Rudolph, Ross, Fendley & Hogan, 107 North Third Street, Post Office Box 925, Clarksville, Tennessee 37041-0925.

MAIL TAX STATEMENTS TO:

OWNER AND PROPERTY ADDRESS:

Charles W. Tinnin, Jr.
114 Timberline Drive
Hendersonville, TN 37075-3924

Charles W. Tinnin, Jr.
Highway 149
Palmyra, TN 37142

LENA ANNE WARREN, ET AL

TO: DEED OF CORRECTION

**CHARLES W. TINNIN, JR. AND WIFE,
ANNETTE H. TINNIN**

THIS DEED OF CORRECTION is entered into on this 6 day of July, 2004, by **LENA ANNE WARREN AND FRANCES CHARLENE WARREN EDWARDS AND CHARLES MADISON WARREN III AND LENA ANNE WARREN, TRUSTEE**, as Grantor and in this deed called the "Grantor", and **CHARLES W. TINNIN, JR. AND WIFE, ANNETTE H. TINNIN**, as Grantee and in this deed called the "Grantee".

WITNESSETH:

WHEREAS, by deed of record in ORBV 978, Page 958, Register's Office for Montgomery County Tennessee, Grantor did convey Grantee the real estate as therein described (the "Deed");

WHEREAS, it has been discovered that an error exists in the Deed in that an error in the legal description exists; and,

WHEREAS, Grantor and Grantee desire for the error in the Deed to be corrected.

NOW, THEREFORE, in order to correct the deficiency which exists in the Deed, Grantor has this day bargained and sold and does transfer and convey unto Grantee, as tenants by the entirety, Grantee's heirs and assigns forever, the following described real estate, together with any and all improvements located on the real estate, situated in the 18th Civil District of Montgomery County, Tennessee, to-wit:

BEGINNING at an iron pin located in the southeastern right of way margin of State Hwy 149, said iron pin being located 0.32 miles, more or less, northeast of the centerline of Hemite Road, said iron pin also being located 109.60 feet southeast of the centerline of said highway; thence with the southeastern right of way margin of State Hwy 149, North 37 degrees 41 minutes 36 seconds East, 1,052.65 feet to an iron pin; thence continuing with said right of way margin North 28 degrees 14 minutes 20 seconds East, 603.45 feet to a concrete monument which is located 83.30 feet southeast of the centerline of said Highway; thence continuing with said right of way margin North 44 degrees 40 minutes 54 seconds East, 100.54 feet to a concrete monument; thence continuing with said right of way, North 38 degrees 10 minutes 27 seconds East, 306.38 feet to a concrete monument; thence continuing with said right of way, North 28 degrees 11 minutes 36 seconds East, 198.50 feet to a concrete monument, which is located 99.20 feet southeast of the centerline of said Highway; thence continuing with said right of way margin, North 35 degrees 13 minutes 23 seconds East, 67.92 feet to an iron pin; thence leaving said right of way margin and in the southern line of the Aaron A. Hutcheson property (ORBV 126, Page 135 ROMCT) as follows: South 88 degrees 16 minutes 37 seconds East, 157.96 feet to an iron pin; thence South 80 degrees 53 minutes 48 seconds East, 135.86 feet to an iron pin; thence South 66 degrees 57 minutes 44 seconds East, 245.74 feet to an iron pin; thence South 51 degrees 44 minutes 47 seconds East, 117.61 feet to an iron pin; thence with the western line of the Robert Koch, et ux property (ORBV 417, Page 2497 ROMCT), South 1 degree 36 minutes 48 seconds West, 314.47 feet to an iron pin; thence South 23 degrees 41 minutes 48 seconds East, 54.54 feet to an iron pin; thence with the western line of the Joseph Anthony Gannon

property (ORBV 361, Page 1949 ROMCT), South 3 degrees 6 minutes 44 seconds East, 263.23 feet to an iron pin; thence with the western line of the Charles E. Powers, et ux property (ORBV 765, Page 1754 ROMCT); South 0 degrees 55 minutes 12 seconds East, 923.63 feet to an iron pin; thence with Powers' north line, South 86 degrees 18 minutes 15 seconds West, 740.33 feet to an iron pin; thence with the Northern line of the John A. Wyatt property (ORBV 292, Page 1023 ROMCT), South 84 degrees 44 minutes 28 seconds West, 1241.31 feet to the point of beginning, and containing 50.876 acres, more or less, according to a survey prepared by David B. Smith, TRLS#1409, DBS & Associates Engineering, 330 North 2nd Street, P.O. Box 949, Clarksville, TN 37041-0949, dated 6/16/04.

This being the same real estate conveyed to Charles M. Warren, Jr., Frances H. Warren, C. Madison Warren, III, Frances Charlene Warren and Lena Anne Warren, as equal tenants in common, by deed of record in ORBV 370, Page 2327, ROMCT. Frances H. Warren a/k/a Frances Hayes Warren died testate, on June 11, 1993, and pursuant to Article Three of her Will, which is of record in Will Book 16, Page 366 in the Clerk & Master's Office for Montgomery County, Tennessee, she devised her interest in the above referenced realty to her husband, Charles Madison Warren, Jr. Charles Madison Warren, Jr., died testate, May 14, 2003, and pursuant to Item Four (D) of his Will of record in File # MC-CH-CV-PB-03-107, in the Clerk & Master's Office for Montgomery County, Tennessee, he devised his interest in the subject realty, to his children, Lena Anne Warren, Frances Charlene Warren Edwards, Charles Madison Warren, III, and to Lena Anne Warren, as Trustee for Victor Thomas Warren. Item Nine (A) incorporated by reference the fiduciary powers contained in Section 35-50-110 of the Tennessee Code Annotated, thus empowering Lena Anne Warren, as Trustee, to sell the above-referenced property, and execute a deed, on behalf of the Ward, Victor Thomas Warren. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Montgomery County, Tennessee is 99-13.02.

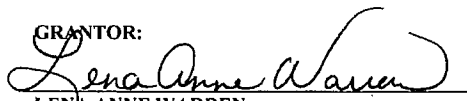
TO HAVE AND TO HOLD said real estate together with any and all improvements thereon unto **Grantee**, as tenants by the entirety, **Grantee's** heirs and assigns forever.

SUBJECT to the matters as disclosed in the **Deed**, **GRANTOR REAFFIRMS** the covenants of general warranty made to **Grantee** in the **Deed** and **GRANTOR COVENANTS** that **Grantor** has taken no action or omitted to take action since **Grantor's** execution of the **Deed** the consequences of which would cause a breach of the covenants of general warranty contained in the **Deed** and reaffirmed by this instrument.

OTHER PROVISIONS of the **Deed** not addressed by this instrument are to remain unchanged and undisturbed by this instrument.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have executed this instrument of correction on the day and date as indicated above.

GRANTOR:


LENA ANNE WARREN

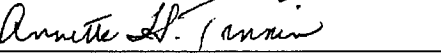

FRANCES CHARLENE WARREN EDWARDS


CHARLES MADISON WARREN, III


LENA ANNE WARREN AS TRUSTEE FOR
VICTOR THOMAS WARREN

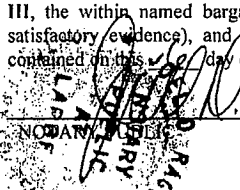
GRANTEE:


CHARLES W. TINNIN, JR.


ANNETTE H. TINNIN

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

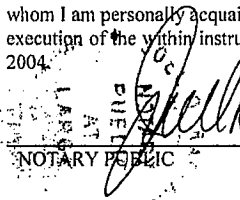
Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, LENA ANNE WARREN, FRANCES CHARLENE WARREN EDWARDS AND CHARLES MADISON WARREN III, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 10 day of July, 2004.

 L. J. EDWARDS
NOTARY PUBLIC
SEAL

My Commission Expires: 8/14/2006

STATE OF TENNESSEE
COUNTY OF MONTGOMERY


Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, LENA ANNE WARREN AS TRUSTEE FOR VICTOR THOMAS WARREN, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 6 day of July, 2004.

 L. J. EDWARDS
NOTARY PUBLIC
SEAL

My Commission Expires: 8/14/2006

STATE OF TENNESSEE
COUNTY OF Sumner

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, CHARLES W. TINNIN JR. AND ANNETTE H. TINNIN, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 23 day of July, 2004.

 JOYCE B. SAWYER
NOTARY PUBLIC
AT
LARGE
SUMNER COUNTY, TN
SEAL

My Commission Expires: 4-29-08

Joyce B. Sawyer, Register
Montgomery County Tennessee
Rec #: 84520
Rec'd: 15.00 Instrument #: 625692
State: 0.00 Recorded
Clerk: 0.00 7/28/2004 at 3:15 pm
EDP: 2.00 in Volume
Total: 17.00 983
Pgs 1924-1926

CONTRACT FOR SALE OF REAL ESTATE

1. PARTIES. The parties to this contract are Charles W. Tinnin Jr. and wife, Annette H. Tinnin (herein collectively the "Seller"), and Montgomery County, a political subdivision of the State of Tennessee (herein collectively the "Buyer").

2. AGREEMENT. In consideration of this said Contract, the Seller hereby will sell and the Buyer hereby will buy, subject to the terms of this contract, the following described Real Property (the "Property") in Montgomery County, Tennessee, 50.876 acres, more or less, State Highway 149, Clarksville, TN 37040, reference is made to Exhibit "A" attached hereto and incorporated herein by reference.

3. PURCHASE PRICE. The purchase price shall be \$400,000.00 (Four Hundred Thousand and no cents).

4. LOAN CONTINGENCY. This contract is contingent upon the Seller holding a Note in the amount of \$250,000.00 at 4.0% interest over a period of 5 years with annual payments being due and payable to Seller.

5. PROPERTY TAXES AND ADJUSTMENTS. The current year's property taxes will be paid by Buyer. Taxes for the prior year and roll back taxes, if any, will be paid by Seller (this provision shall survive the closing of the sale). Any special tax, supplemental assessments, or other assessments including or prior to the date of this contract shall be paid by the Seller (this provision shall also survive the closing of the sale). There are no existing leases or rents.

6. EXPIRATION DATE, CLOSING DATE AND POSSESSION DATE. The sale will be closed on or before _____, 20____. A party's unreasonable refusal to agree to a reasonable time and place for closing shall be breach of that party's duty under this contract. Possession will be given on delivery of deed.

7. DEED. Seller will convey the property to Buyer or Buyer's designee by good and valid general warranty deed. This conveyance is subject to existing building restrictions, covenants, zoning ordinances, and easements of record.

8. PERSONAL PROPERTY. Property is unimproved.

9. CLOSING COSTS; PREPAID TAXES; INSURANCE AND INTEREST.

(a) Closing costs: Buyer to pay closing costs.

(b) Seller to pay any and all back taxes and/or rollback taxes.

10. RISK OF LOSS. The risk of hazard or casualty loss or damage to the property shall be borne by Seller until transfer of title.

11. EFFECT OF CLOSING. The provisions of this Contract shall be deemed to be merged into the deed at the time of closing, except as otherwise set forth herein. Except as to matter which are occasioned by clerical errors or omissions, the approval of the closing documents by the parties shall constitute their approval of any differences between this contract and the closing. The parties acknowledge that they will adjust on request of any party, any errors on the settlement statement which are the result of clerical error or omission or the result of erroneous clerical or accounting information.

12. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties and no additions, deletions or modifications hereto shall be effective unless reduced to writing and signed by both parties. There are no oral or other collateral conditions, agreements, or representations, all such having been incorporated or resolved into this contract. Buyer has not relied on any other oral or written representations, and except as otherwise specified herein, this property is purchased "AS IS" and Seller does not make or imply any warranties as to condition of the premises, except as provided herein.

13. MISCELLANEOUS. Further conditions/terms of said Contract are:

- (a) Property is being purchased by Buyer for a community park which shall be named "RichEllen Park".
- (b) Access road to the "park" shall be named " Tinnin Road".
- (c) A tree that was planted in honor of a foreign exchange student shall never be disturbed.

14. ADDENDUM(S). This contract included the following attached exhibit(s) and/or addendum(s) which are made legally binding part of this contract: Exhibit A – Legal Description.

15. DISCLAIMER. Seller and Buyer acknowledge that they have not relied upon the advice or representation, if any, of an Real Estate Broker (or Broker's associate salespersons) relative to: the legal and tax consequences of this contract or the sale of the Property; the purchase and ownership of the Property; square footage or acreage; the availability or connection of utilities or related services to the Property; environmental hazards such as flooding or storm run-off pathways, noise levels, high-voltage electricity, radon gas, asbestos, lead-based paint, or hazardous wastes; requirements as to flood insurance; covenants, restrictions or zoning ordinances, or the value of, investment potential or resale value of the Property. Both parties acknowledge that is such matters have been of concern to them, they have sought and obtained independent advice relative thereto.

16. TERMINATION OF OFFER. This offer may be withdrawn at any time before Buyer has received notice of written acceptance.

17. SIGNATURES. I CERTIFY THAT I HAVE FULLY READ, UNDERSTAND AND ACCEPT ALL OF THE PROVISIONS OF THIS CONTRACT. WITNESS or signatures on the dates below written:

Seller Date
Charles W. Tinnin Jr.

Buyer Date
Montgomery County, a political subdivision
of the State of Tennessee

Seller Date
Annette H. Tinnin

Buyer Date

The effective date of this contract (that is, the date and time of final contract by all parties) is _____ at _____ a.m. p.m.

Effective date entered by _____ (Signature)

**RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS TO AMEND
ANIMAL CONTROL REGULATIONS**

WHEREAS, Montgomery County Animal Control Regulations were passed by the Montgomery County Board of Commissioners on March 14, 2005 pursuant to TCA § 6-2-201 (22) (23) and TCA § 5-1-118, 120 and Resolution 05-3-6; and

WHEREAS, the Board of Commissioners for Montgomery County, Tennessee, have determined that it would be beneficial to the inhabitants of Montgomery County, Tennessee to adopt more responsible animal care regulations; and

WHEREAS, the Animal Control and Adoption Committee recommends that the current *Montgomery County Animal Control Regulations* which were adopted March 14, 2005 and incorporate the amendments adopted September 10, 2007, and March 9, 2009, a copy of which is attached hereto, be amended to add the following paragraph on page 5 under the heading **Restraint and Confinement-Generally**:

(e) It shall be unlawful for any animal to be confined or restrained to any stationary object for more than one (1) hour. Puppies under six (6) months of age may not be, confined or restrained, unattended at any time. Dogs six (6) months or older, as determined by veterinary records or breeder certificates, may be restrained by means of a trolley system attached to a pulley on a cable run. *Exception:* An in ground fixed point cable system may be used if the system allows 360 degree movement and if the following conditions are met:

- (1) Only one dog may be confined or restrained to each cable system.
- (2) Choke collars and pinch collars are prohibited for purposes of confining or restraining.
- (3) There must be a swivel on at least one end of the restraint to minimize tangling.

(4) The cable run must be at least twenty (20) feet in length and mounted at least four (4) feet and no more than seven (7) feet above ground level with a swivel on at least one end to minimize entanglement.

(5) The length of the restraint to the dog's collar should allow access to the maximum available exercise area and should allow continuous access to clean water and adequate shelter. The trolley system must be of appropriate configuration to confine the dog to the owner's property, to prevent the restraint from extending over an object or edge that could result in injury or strangulation of the dog, and to prevent the restraint from becoming entangled with other objects or animals.

(6) Any dog confined or restrained 24 hours a day 7 days a week must have at least 30 minutes of time spent actively with proper exercise off restraint (by means of leash walking, active play in an enclosed secured area conducive to the dog's size and age) within each 24 hour period.

(a) Any dog confined within a fenced yard or kennel type enclosure must have adequate space for exercise based on a dimension of at least one hundred (100) square feet. Such enclosure shall be constructed of chain link or similar type material with all four sides enclosed. The enclosure shall be of sufficient height to prevent the dog from leaving the owners property. The top of the enclosure shall be covered with material that provides the dog adequate shade and the dog shall have access to adequate shelter.

(b) Any dog shall not be considered properly contained when and if the dog can pass through, under or over the enclosure or if the gate does not securely latch.

(7) No dog shall be confined or restrained in an area where bare earth is present and no steps have been taken to prevent the area from becoming wet and muddy from precipitation.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 8th day of March, 2010, that this amendment to the *Montgomery County Animal Control Regulations* is hereby adopted.

Duly passed and approved this 8th day of March, 2010.

Sponsor _____

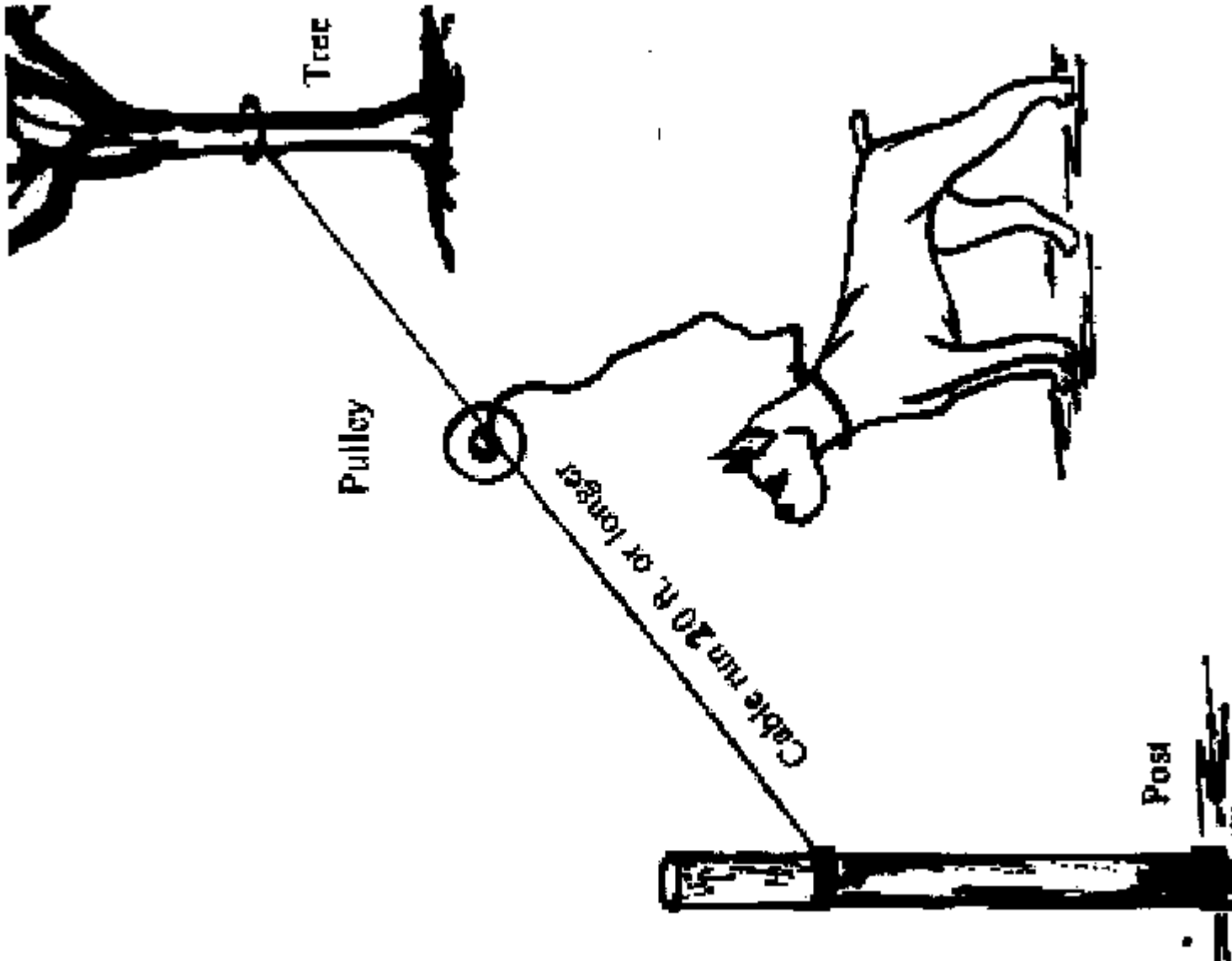
Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk



MONTGOMERY COUNTY
ANIMAL CONTROL REGULATIONS

1. The purpose of these Regulations are to promote the public health, safety and general welfare for the citizens of Montgomery County, Tennessee in its unincorporated areas and to ensure the humane treatment of animals by regulating the care and control of animals within Montgomery County, Tennessee in its unincorporated areas.

2. When used in these Regulations, the following words, terms, and phrases, and their derivations shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning:

Definitions:

(a) *Animal* means any live creature, both domestic and wild, except humans. “Animal” includes fowl, fish and reptiles.

(b) *Animal control officer* means an employee or agent of the County, designated by the County Mayor to administer and enforce the licensing, inspection and enforcement requirements contained within these Regulations.

(c) *Animal hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of animal diseases and injuries.

(d) *Animal nuisance* means any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

(e) *Animal shelter* means any facility operated by the County or humane society for the temporary care, confinement and detention of animals and for the humane killing and other disposition of animals. The term shall also include any private facility authorized by the County Mayor or his/her designee to impound, confine, detain, care for or destroy any animal.

(f) *At heel* means a dog is directly behind or next to a person and obedient to that person’s command.

(g) *At large* means that an animal is off the premises of the owner, and not on a leash or otherwise under the immediate control of a person physically capable of restraining the animal.

(h) *Cruelty* means any act or omission whereby unjustifiable physical pain, suffering or death of an animal is caused or permitted, including failure to provide proper drink, air, space, shelter or protection from the elements, a sanitary and safe living environment, veterinary care or nutritious food in sufficient quantity. In the case of activities where physical pain is necessarily caused, such as medical and scientific research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and animal training and hunting, “cruelty” shall mean a failure to employ the most humane method reasonably available.

(i) *Disposition* means adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an animal. “Disposition” includes placement or sale of an animal to the general public, or removal of an animal from any pet shop to any other location.

(j) *Domestic animal* includes dogs, cats, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, turkeys, confined domestic hares and rabbits, pheasants, and other birds and animals raised and/or maintained in confinement.

(k) *Enclosures* for dogs and puppies shall be a fence or structure of sufficient height and construction to prevent the animal from leaving the owner’s property. The fence or structure must be in good repair and fit to ground level or a fabricated structure that prevents the animal from digging out. Gates and doors must fit properly and must be locked or secured by a latch that prevents the animal from opening the gate or door. The enclosure must contain adequate shelter from the weather.

(i) Property enclosed by a buried wire which produces a signal received by a device attached to a collar worn by the dog or puppy which prevents the animal from leaving the property of the owner will be considered a proper enclosure, provided the device and signal are working and the animal does not leave the property unrestrained. The enclosure must contain adequate shelter from the weather. This type of enclosure is not acceptable for a female in heat. An unrestrained dog(s) that attacks a dog restrained by this method may be charged with being a POTENTIALLY and/or DANGEROUS DOG as defined by this resolution.

(ii) Enclosures for POTENTIALLY AND DANGEROUS DOGS shall be a secure confinement indoors or secure confinement in a locked pen, fenced yard, or structure measuring at least 6 feet in width, 10 feet in length, and 6 feet in height, capped if there is a dog house inside or if dog can climb fence, with secure sides, which provides proper protection from the elements for the dog, is suitable to prevent the entry of young children, and is designed to prevent the animal from escaping while on the owner's property. A “**DANGEROUS DOG**” sign prescribed by Montgomery County Animal Control must be posted at the entry to the property.

(l) *Exotic animal* means any live monkey, alligator, crocodile, cayman, raccoon, skunk, fox, bear, sea mammal, poisonous snake, member of the feline species other than domestic cat (*felis domesticus*), member of the canine species other than domestic dog (*canis familiaris*) or any other animal that would require a standard of care and control greater than that required for customary household pets sold by commercial pet shops or domestic farm animals.

(m) *Guard or attack dog* means a dog trained to attack on command or to protect persons or property, and who will cease to attack upon command.

(n) *Impoundment* means the taking into custody of an animal by any police officer, animal control officer, or any authorized representative thereof.

(o) *Kennel* means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for fee, or selling dogs or cats.

(p) *Muzzle* means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

(q) *Owner* means any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, any animal covered by these Regulations. An animal shall be deemed to be harbored if it is fed or sheltered for three (3) or more consecutive days.

(r) *Public nuisance animal* means any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term “public nuisance animal” shall include, but not be limited to:

(i) Any animal that is repeatedly found running at large;

(ii) Any dog or cat in any section of a park or public recreation area unless the dog or cat is controlled by a leash or similar physical restraint or otherwise under the owner’s control;

(iii) Any animal that damages, soils, defiles or defecates on any property other than that of its owner;

(iv) Any animal that makes disturbing noises, including but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;

(v) Any animal in heat that is not confined so as to prevent attraction or contact with other animals;

(vi) Any animal, whether or not on the property of its owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;

(vii) Any animal that chases motor vehicles in a public right-of-way;

(viii) Any animal that attacks domestic animals;

(ix) Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;

(x) Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

(s) *Restraint* for all domesticated animals shall mean on the premises of the owner, or if off the premises of the owner, under restraint by means of a lead or leash and under the control of a responsible person.

(i) Any tethering system employed shall not allow the dog or puppy to leave the owners property.

(ii) No chain or tether shall weigh more than 1/8 of the dog or puppy's body weight.

(iii) Any chain or tether shall be at least twenty (20) feet in length.

(iv) Any chain or tether must be attached to a properly fitting collar or harness worn by the animal.

(v) Or under an effective, responsive voice command

(t) *Sanitary* means a condition of good order and cleanliness to minimize the possibility of disease transmission.

(u) *Under restraint* means that an animal is secured by a leash, lead under the control of a person physically capable of restraining the animal and obedient to that person's commands, or securely enclosed within the real property limits of the owner's premises.

(v) *Vicious or dangerous animal* means any animal that attacks, bites, or physically injures human beings, domestic animals, or livestock without adequate provocation, or which, because of temperament or training, has a known propensity to attack, bite, or physically injure human beings, domestic animals, or livestock. Any wild animal or any animal that without provocation has bitten or attacked a human being or other animal shall be *prima facie* presumed vicious or dangerous.

(w) *Wild animal* means any live monkey, nonhuman primate, raccoon, skunk, fox, leopard, panther, tiger, lion, lynx or any other warm-blooded animal that can normally be found in the wild state. The term "wild animal" does not include: domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, rodents, and any hybrid animal that is part wild and captive-bred species of common cage birds.

Nuisances:

It shall be unlawful for any person to keep any animal on any property located within the unincorporated areas of Montgomery County, Tennessee when the keeping of such animal constitutes a public nuisance or menace to public health or safety.

Caring for Animals:

(a) It shall be unlawful for the owner or custodian of any animal to refuse or fail to provide such animal with sufficient wholesome and nutritious food, potable water, veterinary care when needed to prevent suffering, humane care and treatment, or to unnecessarily and unreasonably expose any such animal in hot, stormy, cold or inclement weather.

(b) No owner or custodian of any animal shall willfully abandon such animal on any street, road, highway or public place, or on private property when not in the care of another person.

(c) No person shall offer any live animal, as a prize or reward in connection with any raffle, protest, demonstration, promotion or as an incentive to participate in any game, promotion or otherwise.

(d) No person shall sell, adopt or otherwise give away animals from any location other than their personal residence or business or any location licensed by Montgomery County for such purpose.

(e) Section (d) shall not apply to licensed non-profit pet adoption organizations.

Cruelty to Animals:

(a) It shall be unlawful for any person to willfully or maliciously strike, beat, abuse or intentionally run down with a vehicle any animal, or otherwise engage in any act to cause or inflict unnecessary pain, injury, suffering or death to such animal; except that reasonable force may be used to drive away or defend against vicious or trespassing animals.

(b) No person shall administer poison to any animal, or knowingly leave any poisonous substance of any kind or ground glass in any place with the intent to injure any animal. The provisions of this Section are not applicable to licensed exterminators using poisons as part of a pest control program or the use of commercial insecticides and rodent baits used to control insects and wild rodents.

(c) It shall be unlawful to transport or confine an animal in a cruel manner. This shall include transportation of an animal in the bed of a truck that to a reasonable person would be determined a health hazard for the animal.

Restraint and Confinement – Generally:

(a) It shall be unlawful for the owner of any animal to fail to keep such animal under restraint or to permit such animal to run at large upon the streets and public ways of the County.

(b) Any dog, while on a street, sidewalk, public way or in any park, Public Square, or other public space, or upon any private property without the consent of the owner, shall be secured by a leash or chain of sufficient tensile strength to restrain the particular dog, or shall be at heel and securely muzzled.

(c) No owner or custodian of any animal shall fail to exercise proper care and control of such animal to prevent the same from becoming a public nuisance.

(d) Every female dog or cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

Restraint of Guard Dogs:

(a) Every owner of a guard or attack dog shall keep such dog confined in a building, compartment or other enclosure.

(b) The areas of confinement shall have all gates and entrances thereto securely closed and locked, and all fences properly maintained and escape proof.

(c) The provisions of this section shall not apply to dogs owned or controlled by government law enforcement agencies.

Dangerous Dog Determination (07-9-10)

1. Definitions

For purposes of this section, the term:

(a) "Dangerous dog" means any dog that:

(1) Causes a serious injury to a person or domestic animal; or

(2) Has been designated as a potentially dangerous dog and engages in behavior that poses a threat to public safety as described in paragraph (f) of this section.

(b) "Serious injury" means any physical injury that result in medical attention being rendered by licensed/certified medical personnel.

(c) "Proper enclosure" means secure confinement indoors or secure confinement in a locked pen, fenced yard, or structure measuring at least 6 feet in width, 10 feet in length, and 6 feet in height, capped if there is a dog house inside or if dog can climb fence, with secure sides, which provides proper protection from the elements for the dog, is suitable to prevent the entry of young children, and is designed to prevent the animal from escaping while on the owner's property.

(d) "Owner" means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of a dog.

(e) "Impound" means taken into the custody of the Animal Control Authority or the organization authorized to enforce the dangerous dog law of this jurisdiction.

(f) "Potentially dangerous dog" means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

(1) Causing an injury to a person or domestic animal that is less severe than a serious injury;

(2) Without provocation, chasing or menacing a person or domestic animal in an aggressive manner;

(3) Running at large and impounded or owners cited by the Animal Control Authority one (1) or more times within any 12-month period.

(4) Acts in a highly aggressively manner within a fenced yard/enclosure and appears to a reasonable person able to jump over or escape.

(g) "Responsible person" means a person at least 18 years old who is familiar with the dog and has the size and experience to be able to keep the dog under complete control at all times.

2. Determination of a potentially dangerous dog

(a) After an investigation, which must be initiated within three (3) days after the situation becomes known to the Animal Control Authority, the Animal Control Director is authorized to make a determination whether a dog is potentially dangerous based on the factors listed in § 1(f) and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status within five (5) days after the completion of the investigation.

(b) Following notice to the owner, the owner may appeal the determination to a committee comprised of members of the Montgomery County Animal Control Committee appointed by the mayor by giving written notice of appeal within five (5) days to the Animal Control Director. If there is probable cause to believe that the dog is a potentially dangerous dog and may pose a threat to public safety, the Animal Control Director may obtain a search warrant pursuant to this jurisdiction's Rules of Civil/Criminal Procedure and impound the dog pending disposition of the case or until the dog owner has fulfilled the requirements of § 6. The owner of the dog may be liable to this jurisdiction for the costs and expenses of keeping the dog. The dog will be considered potentially dangerous pending the appeal.

3. Determination of a dangerous dog

(a) After an investigation, which must be initiated within three (3) days after the situation becomes known to the Animal Control Authority, the Animal Control Director is authorized to make a determination whether a dog is dangerous based on the factors listed in § 1(a) and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status within five (5) days after completing the investigation.

(b) Following notice to the owner, the owner may appeal the determination to a committee comprised of members of the Montgomery County Animal Control Committee appointed by the mayor by giving written notice of appeal within five (5) days to the Animal Control Director. If there is probable cause to believe the dog to be a dangerous dog and that the animal poses an imminent threat to public safety, the Animal Control Director may obtain a search warrant pursuant to this jurisdiction's Rules of Civil/Criminal Procedure and impound the dog pending disposition of the case or until the dog owner has fulfilled the requirements of § 6. The owner of the dog shall be liable to this jurisdiction for the costs and expenses of keeping the dog if the dog is determined to be a dangerous dog. The dog will be considered dangerous pending the appeal. If the Montgomery County Animal Control Committee overturns the designation of a dangerous dog, the owner will be refunded the difference in cost between the \$100.00 Dangerous Dog Redemption Fee and the Normal Redemption Fee..

(c) A decision by the committee overturning the Animal Control Director determination shall not affect the Animal Control Director right to later declare a dog to be a dangerous dog or to determine that the dog poses a threat to public safety, for the dog's subsequent behavior.

4. Exceptions

No dog shall be declared a dangerous or potentially dangerous dog if:

(a) The dog was used by a law enforcement official for legitimate law enforcement purposes;

(b) The threat, injury, or damage was sustained by a person:

(1) Who was committing, at the time, a willful trespass or other tort upon the premises lawfully occupied by the owner of the dog;

(2) Who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or

(3) Who was committing or attempting to commit a crime; or

(c) The dog was:

(1) Responding to pain or injury, or was protecting itself, its offspring; or

(2) Protecting or defending a human being within the immediate vicinity of the dog from an attack or assault.

5. Consequences of a dangerous or potentially dangerous dog determination

(a) If the Animal Control Director determines that a dog is a potentially dangerous dog under § 2, the owner shall comply with the provisions of § 5 and 6(a) (d) and any other special security or care requirements the Animal Control Director may establish.

(b) If the Animal Control Director determines that a dog is a dangerous dog under § 3, the owner shall comply with the provisions of § 5 and 6(b) (c) and any other special security or care requirements the Animal Control Director may establish.

(c) The Animal Control Director may require impoundment of the dog until the owner of the dog has satisfied all the requirements of section 1(c). The requirements must be met within thirty (30) days. If, after thirty (30) days, the owner has not satisfied all the requirements of the holding permit, the animal may be humanely euthanized on the thirty-first (31) day.

6. Dangerous dog and potentially dangerous dog confinement and handling requirements

(a) The Animal Control Director shall determine if the owner of a potentially dangerous dog has established to the satisfaction of the Animal Control Authority that:

(1) The owner of the potentially dangerous dog is 18 years of age or older;

(2) The potentially dangerous dog has a current rabies vaccination;

(3) The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said potentially dangerous dog as described in § 1;

(4) The potentially dangerous dog has been spayed or neutered;

(5) The potentially dangerous dog has been implanted with a microchip containing owner identification information. The microchip information must be registered with the animal control authority of the jurisdiction; and

(b) The Animal Control Director shall determine if the owner of a dangerous dog has established to the satisfaction of the Animal Control Authority that:

(1) The owner of the dangerous dog has written permission of the property owner or homeowner's association where the dangerous dog will be kept if applicable;

(2) The owner will maintain the dangerous dog exclusively on the owner's property except for medical treatment or examination; and

(3) The owner of the dangerous dog has posted on the premises a clearly visible written warning sign that there is a dangerous dog on the property with a conspicuous warning symbol that informs children of the presence of a dangerous dog. The sign shall be very visible from the public roadway or 50 feet, whichever is less.

(c) The Animal Control Director may order the immediate impoundment or humane euthanasia of a dangerous dog if the owner fails to abide by the conditions of confinement or handling of a dangerous dog.

(d) If any dog previously determined to be a potentially dangerous dog has not exhibited any of the behaviors specified in § 1(f) within the eighteen (18) months since the date of the potentially dangerous dog determination, that dog is eligible for a review of the determination by the director and/or his/her designee with the potential for lifting the requirements of this section; provided, however, then that same dog may again be declared a dangerous or potentially dangerous dog if it again exhibits any of the specified behaviors.

7. Dangerous or potentially dangerous dog owner responsibility

It shall be unlawful to:

(a) Permit a potentially dangerous dog to be outside a proper enclosure unless the potentially dangerous dog is under the control of a responsible person as defined in § 1, muzzled, and restrained by a lead not exceeding four (4) feet in length; The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;

(b) Fail to maintain a dangerous dog exclusively on the owner's property as required except for medical treatment or examination. When removed from the owner's property for medical treatment or examination, the dangerous dog shall be caged or under the control of a responsible person as defined in § 1, muzzled and restrained with a lead not exceeding four (4) feet in length. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;

(c) Fail to notify the Animal Control Authority immediately upon escape if a dangerous or potentially dangerous dog is on the loose, is unconfined, has attacked another domestic animal, has attacked a human being; within five (5) business days if the dog has died; and within twenty-four (24) hours if the dog has been sold or has been given away. If the dangerous or potentially dangerous dog has been sold or given away, the owner shall also provide the Animal Control Director with the name, address, and telephone number of the new owner of the dangerous or potentially dangerous dog;

(d) Fail to surrender a dangerous or potentially dangerous dog to the Animal Control Director for safe confinement pending a disposition of the case when there is a reason to believe that the dangerous or potentially dangerous dog poses an imminent threat to public safety; or

(e) Fail to comply with any special security or care requirements for a dangerous or potentially dangerous dog the Animal Control Director may have established pursuant to the finding that the dog was potentially dangerous or dangerous.

Property Owners May Impound:

Any person finding an animal at large upon his property may remove the same to any animal shelter that will take possession of the animal. If no such shelter is available, the property owner may hold the animal in his own possession, and as soon as possible, notify the Department of Animal Control. The property owner shall provide a description of the animal and the name of the owner if known. The Department shall dispatch an animal control officer to take possession of the animal.

Disposition of Large Animals:

Any animal control officer or other designated person on call who removes a large animal such as a horse, cow, mule or any other animal not acceptable by any animal hospital or other shelter shall be authorized to call a trucking firm or company which shall convey the animal to a farm or other appropriate facility that has an agreement with the County to accept such animals. The disposition of any animal removed to a facility other than an animal hospital or shelter shall be handled in the same manner as though the animal were confined in an animal hospital or shelter.

Impoundment:

(a) In addition to any other remedies provided in these Regulations, an animal control officer or a law enforcement officer may seize, impound and humanely confine to an animal shelter or hospital any of the following animals:

- (i) Any animal at large;
- (ii) Any animal constituting a public nuisance or considered a danger to the public;
- (iii) Any animal that is in violation of any quarantine or confinement order;
- (iv) Any unattended animal that is ill, injured or otherwise in need of care;
- (v) Any animal that is reasonably believed to have been abused or neglected;
- (vi) Any animal that is reasonably suspected of having rabies;
- (vii) Any animal that is charged with being potentially dangerous, or dangerous where an animal control officer or a law enforcement officer determines that there is a threat to public health and safety;
- (viii) Any animal that a court of competent jurisdiction has ordered impounded or destroyed;

(ix) Any animal that is considered unattended or abandoned, as in situations where the owner is deceased, has been arrested or evicted from his regular place of residence.

(b) An animal control officer or law enforcement officer may also, or in lieu of impoundment, issue to the owner a notice of violation. Such notice shall impose upon the owner a civil monetary penalty of Twenty-Five (\$25.00) Dollars for the first offense and Fifty (\$50.00) Dollars for the second offense. The civil monetary penalties may, at the discretion of the animal owner, be paid to the Animal Control Department within ten (10) days in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period prescribed, the Animal Control Department shall have the right to proceed to collect unpaid civil monetary penalty as provided in the **Violations and Penalties** section of these Regulations. The third and subsequent offenses shall be prosecuted by misdemeanor citation when appropriate under state law.

Fee Schedule

(a) Effective dates. The fee schedule set forth in this section is the schedule of fees which shall be effective on the first day of the month following the month in which this resolution is adopted. The Director of Montgomery County Animal Control, or other unit of government to which Animal Control may be regulated may submit proposed amendments to this schedule at any time. Any new or revised fees will become effective on the first day of the month following the month in which the amended fee schedule is adopted.

(b) Exemption. No license or permit shall be required for any veterinary hospital, which does not advertise boarding services, municipal animal control facility, law enforcement certified dogs and university operated medical research facility or governmental operated zoological garden.

No license or fee is required of any certified physical assistance dog; documentation of the certification shall be supplied upon request.

(c) Animal control and protection fee schedule.

Redemption's

Dogs and cats under six months.....	\$ 25.00
Altered dogs and cats.....	\$ 25.00
Unaltered dogs and cats.....	\$ 50.00
Quarantined dogs and cats.....	\$ 40.00
Dangerous Dog.....	\$ 100.00 plus board
Vaccination Vouchers Rabies .dogs.....	\$11.00 plus \$ 1.00 county registration
cats...	\$11.00 plus \$ 1.00 county registration
Boarding Fees.....dogs....	\$15.00 per day
cats....	\$10.00 per day
Subsequent offenses increase	\$25.00 per offense

Adoption Fees

Puppies, dogs.....	\$ 87.00
Kittens, cats.....	\$ 87.00
As follows:	
Adoption fee.....	\$ 25.00
Spay/Neuter Voucher (included).....	\$ 50.00
Rabies Voucher (registration fee included).....	dogs..... \$ 12.00
	cats..... \$ 12.00

Notice to Owner and Redemption:

(a) Upon impoundment of an animal, the Department of Animal Control shall immediately attempt to notify the owner by telephone or certified mail. Any notice to the owner shall also include the location of the shelter of hospital where the animal is confined, hours during which the animal can be reclaimed, and fees to be charged to the owner. The owner shall also be advised that the failure to claim the animal within a specified period of time may result in the disposition of the animal.

(b) An owner reclaiming an impounded animal shall pay a fee of Twenty-Five (\$25.00) Dollars plus boarding fees in addition to any civil monetary penalty owing. The reclaim fee shall be Fifty (\$50.00) Dollars for animals that have not been spayed or neutered. Rabies fees and County registration fees shall also be collected unless current status can be verified. The daily rate charged for any subsequent impoundment occurring within twelve (12) months shall be double that which was charged for each day of confinement during the first impoundment.

(c) Any animal not wearing a rabies tag and not reclaimed by its owner within three (3) business days shall become the property of the County and shall be placed for adoption in a suitable home or euthanized in a humane manner. If an animal is wearing a rabies tag, the owner shall be notified by a postcard sent to the owner’s last known address to appear within five (5) days and redeem the animal by paying all required fees.

(d) Any owner failing to claim their animal under the provisions of TCA 68-8-107 within the first three business days if they have no rabies tag and within five business days if they have a rabies tag shall be required to adopt said animal under the established policies and procedures of the Animal Control Department. (09-3-1)

Enforcement:

Animal control officers or other designees of the County Mayor shall be the primary enforcement officials for these Regulations. These officials, along with law enforcement officers, shall have the authority to act on behalf of the County in investigating complaints, impounding and destroying animals, issuing citations, and taking other lawful actions as required enforcing the provisions of these Regulations. It shall be a violation of these Regulations to interfere with any animal control officer or other enforcement official in the performance of his duties.

Violations and Penalties:

- (a) It shall be a violation of these Regulations to:
 - (i) Fail to comply with any provision of these Regulations;
 - (ii) Fail to comply with any lawful order of an animal control officer, or law enforcement officer unless such order is lawfully stayed or reversed; or,
- (b) A violation of these Regulations shall result in a civil monetary penalty of Twenty-five (\$25.00) Dollars per violation for the first offense and Fifty (\$50.00) Dollars for the second offense with third and subsequent violations to be handled by misdemeanor citation when appropriate under state law.
- (c) Each day that one or more violations of these Regulations exists or continues to exist shall constitute a separate violation.
- (d) If civil monetary penalties remain unpaid more than ten (10) days after notice of violation, the County Attorney is authorized to take appropriate action through the General Sessions Court pursuant to Tenn. Code Ann. § 5-1-123.

Conflicting Regulations:

All other Regulations of Montgomery County, Tennessee that are in conflict with these Regulations are hereby repealed to the extent of such conflict. Notwithstanding anything in these Regulations to the contrary, nothing contained herein shall be construed to prohibit animal control officers or law enforcement officers of Montgomery County, Tennessee to take action consistent with these Regulations or any similar municipal ordinance or state law within the corporate limits of any incorporated municipality in Montgomery County, Tennessee if requested to do so by an appropriate representative of said municipality. Nor shall anything contained herein be construed as a limitation on the authority of any law enforcement officer to enforce the criminal laws of Tennessee regarding the care, treatment and responsibility for animals.

Severability:

The provisions of these Regulations are declared to be severable. If any section, sentence, clause or phrase of these Regulations shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of these Regulations, but they shall remain in effect; it being the legislative intent that these Regulations shall remain in effect notwithstanding the validity of any part.

These regulations were adopted March 14, 2005 and incorporate the amendments adopted September 10, 2007 and March 9, 2009.

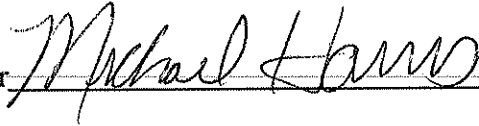
RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS APPROVING
AMENDMENTS TO THE 2009-10
SCHOOL BUDGET

WHEREAS, the proposed amendments to the General Purpose School Fund, Federal Projects Fund, Child Nutrition Fund, Transportation Fund, and Extended School Programs Fund Budgets reflect the most recent estimates of revenues and expenditures, and,

WHEREAS, the Clarksville-Montgomery Board of Education has studied the attached amendments and approved them on February 9, 2010, for recommendation to the Montgomery County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in Regular Business Session on this 8th day of March, 2010, that the 2009-10 School Budget be amended as per the attached schedules.

Sponsor



Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

Clarksville-Montgomery County School System General Purpose School Fund Budget

	2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget
--	------------------------------------	------------------------------------	-------------------

Estimated Revenues

Local Revenues

40110	Current Property Tax	25,081,396	-	25,081,396	
40120	Trustees Collection - Prior Years	765,000	-	765,000	
40140	Interest & Penalties	142,837	-	142,837	
40162	Payments In Lieu of Taxes (Utility)	669,523	-	669,523	
40210	Local Option Sales Tax	32,558,094	500,000	33,058,094	Based on current projected collections
40240	Wheel Tax	3,882,000	-	3,882,000	
40270	Business Tax	450,000	-	450,000	
40320	Bank Excise Tax	95,000	-	95,000	
40350	Interstate Telecommunications Tax	20,400	-	20,400	
43511	Tuition - Regular Day Students	15,000	-	15,000	
43583	Criminal Background Fee	22,000	-	22,000	
44110	Interest Earned	35,000	-	35,000	
44120	Lease/Rentals	35,000	-	35,000	
44130	Sale of Materials & Supplies	25,000	-	25,000	
44145	Sale of Recycled Materials	1,000	-	1,000	
44170	Misc. Refund - Other	148,500	-	148,500	
44530	Sale of Equipment	100,000	-	100,000	
44560	Damages from Individuals	500	-	500	
44570	Contributions & Gifts	40,000	-	40,000	
Total Local Revenues		64,086,250	500,000	64,586,250	

State Revenues

46390	Transition School To Work	45,375	-	45,375	
46511	Basic Education Program	102,225,600	(1,676,500)	100,549,100	Based on current year student growth
46512	Basic Education Program - Stimulus	5,075,400	-	5,075,400	
46515	Early Childhood Education	1,772,695	-	1,772,695	
46590	Other State Education Funds	136,300	(81,835)	54,465	Reallocation by state
46592	Internet Connectivity	-	81,835	81,835	Reallocation by state
46610	Career Ladder Program	925,000	-	925,000	
46612	Career Ladder Extended Contracts	361,974	(361,974)	-	Change in funding method
46820	Income Tax	163,000	-	163,000	
46850	Mixed Drink Tax	205,000	-	205,000	
Total State Revenues		110,910,344	(2,038,474)	108,871,870	

Federal Revenues

47143	Educ. of the Handicapped Act	35,000	(35,000)	-	Based on reimbursement criteria
47630	Public Law 874 (Impact Aid)	4,120,000	-	4,120,000	
47640	JROTC	400,000	-	400,000	
48140	Adult Literacy	29,535	-	29,535	
Total Federal Revenues		4,584,535	(35,000)	4,549,535	

Non-Revenue Sources

49700	Insurance Recovery	50,000	-	50,000	
49800	Operating Transfers	917,000	-	917,000	
Total Non-Revenue Sources		967,000	-	967,000	

Clarksville-Montgomery County School System General Purpose School Fund Budget

	2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget
--	------------------------------------	------------------------------------	-------------------

Total Revenues	180,548,129	(1,573,474)	178,974,655
-----------------------	--------------------	--------------------	--------------------

Beginning Reserves and Fund Balance

Reserve for On-The-Job Injury	1,375,218	-	1,375,218
Reserve for Property & Liability Insurance	1,475,000	-	1,475,000
Reserve for Extended Contract	458,448	-	458,448
Reserve for Career Ladder	33,381	-	33,381

Total Reserves	3,342,047	-	3,342,047
-----------------------	------------------	----------	------------------

Beginning Fund Balance	16,583,712	(418,842)	16,164,870	Audit adjustment
-------------------------------	-------------------	------------------	-------------------	------------------

Total Reserves and Fund Balance	19,925,759	(418,842)	19,506,917
--	-------------------	------------------	-------------------

Total Available Funds	200,473,888	(1,992,316)	198,481,572
------------------------------	--------------------	--------------------	--------------------

Clarksville-Montgomery County School System General Purpose School Fund Budget

	2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget	
Expenditures (Appropriations)				
71100 - Regular Instruction				
Salaries	69,911,491	(1,032,870)	68,878,621	Based on degree/exper./postions used
Employee Benefits	20,752,919	(326,763)	20,426,156	Based on year-to-date expenditures
Contracted Services	2,143,920	(140,100)	2,003,820	Based on substitute requirements
Supplies and Materials	2,850,397	30,000	2,880,397	Additional SpEd textbooks required
Other Charges	375,120	-	375,120	
Equipment	25,000	-	25,000	
Total 71100 - Regular Instruction	96,058,847	(1,469,733)	94,589,114	
71150 - Alternative School				
Salaries	619,601	-	619,601	
Employee Benefits	152,812	-	152,812	
Contracted Services	34,000	(3,000)	31,000	Based on substitute requirements
Supplies and Materials	3,000	-	3,000	
Total 71150 - Alternative School	809,413	(3,000)	806,413	
71200 - Special Education				
Salaries	11,706,309	-	11,706,309	
Employee Benefits	3,858,342	-	3,858,342	
Contracted Services	1,147,679	(6,000)	1,141,679	Based on substitute requirements
Supplies and Materials	119,000	-	119,000	
Equipment	15,000	-	15,000	
Total 71200 - Special Education	16,846,330	(6,000)	16,840,330	
71300 - Vocational Education				
Salaries	3,511,680	5,200	3,516,880	Agricultural Supplement for WCHS
Employee Benefits	1,086,394	733	1,087,127	Based on year-to-date expenditures
Contracted Services	89,200	(2,200)	87,000	Based on substitute requirements
Supplies and Materials	297,300	(7,503)	289,797	Reallocation to equipment
Equipment	10,000	7,503	17,503	Reallocation from supplies
Total 71300 - Vocational Education	4,994,574	3,733	4,998,307	
72110 - Student Services				
Salaries	504,491	-	504,491	
Employee Benefits	152,064	-	152,064	
Contracted Services	6,350	1,000	7,350	Based on year-to-date expenditures
Supplies and Materials	3,860	-	3,860	
Other Charges	10,400	-	10,400	
Total 72110 - Student Services	677,165	1,000	678,165	
72120 - Health Services				
Salaries	751,300	-	751,300	
Employee Benefits	298,604	-	298,604	
Contracted Services	22,000	-	22,000	
Supplies and Materials	17,745	-	17,745	
Equipment	13,000	-	13,000	
Total 72120 - Health Services	1,102,649	-	1,102,649	

Clarksville-Montgomery County School System General Purpose School Fund Budget

	2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget	
72130 - Other Student Support				
Salaries	6,033,964	-	6,033,964	
Employee Benefits	1,563,068	-	1,563,068	
Contracted Services	146,400	(6,400)	140,000	Based on year-to-date expenditures
Supplies and Materials	3,000	-	3,000	
Total 72130 - Other Student Support	7,746,432	(6,400)	7,740,032	
72210 - Regular Instruction Support				
Salaries	5,200,009	(10,775)	5,189,234	Based on degree/exper./postions used
Employee Benefits	1,503,114	(1,515)	1,501,599	Based on year-to-date expenditures
Contracted Services	62,490	1,600	64,090	Based on year-to-date expenditures
Supplies and Materials	768,642	-	768,642	
Other Charges	396,828	26,000	422,828	Staff development requirements
Total 72210 - Regular Instruction Support	7,931,083	15,310	7,946,393	
72215 - Alternative School Support				
Salaries	18,702	-	18,702	
Employee Benefits	15,590	-	15,590	
Total 72215 - Alternative School Support	34,292	-	34,292	
72220 - Special Education Support				
Salaries	966,351	-	966,351	
Employee Benefits	298,897	-	298,897	
Contracted Services	15,250	-	15,250	
Supplies and Materials	64,550	200	64,750	Transition expenditures funded by grant
Other Charges	16,150	2,204	18,354	Transition expenditures funded by grant
Total 72220 - Special Education Support	1,361,198	2,404	1,363,602	
72230 - Vocation Education Support				
Salaries	95,289	-	95,289	
Employee Benefits	65,156	-	65,156	
Contracted Services	900	-	900	
Supplies and Materials	1,300	-	1,300	
Other Charges	1,500	-	1,500	
Total 72230 - Vocation Education Support	164,145	-	164,145	
72260 - Adult Education Support				
Salaries	62,986	-	62,986	
Employee Benefits	11,367	-	11,367	
Total 72260 - Adult Education Support	74,353	-	74,353	
72310 - Board of Education				
Salaries	60,251	-	60,251	
Employee Benefits	13,012	-	13,012	
Contracted Services	126,500	(5,500)	121,000	Based on year-to-date expenditures
Other Charges	65,000	-	65,000	
Total 72310 - Board of Education	264,763	(5,500)	259,263	

Clarksville-Montgomery County School System General Purpose School Fund Budget

	2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget	
72320 - Director of Schools				
Salaries	216,824	-	216,824	
Employee Benefits	61,066	-	61,066	
Contracted Services	62,365	4,335	66,700	Increase in district-wide postage
Supplies and Materials	5,000	1,000	6,000	Based on year-to-date expenditures
Other Charges	15,000	-	15,000	
Total 72320 - Director of Schools	360,255	5,335	365,590	
72320 - Printing and Communications				
Salaries	321,154	3,000	324,154	Based on temporary needs
Employee Benefits	117,754	230	117,984	Based on year-to-date expenditures
Contracted Services	92,900	(8,500)	84,400	Reallocation to other accounts
Supplies and Materials	56,366	1,000	57,366	Reallocation from contracted services
Other Charges	9,500	3,500	13,000	Staff development requirements
Equipment	6,000	4,000	10,000	Reallocation from contracted services
Total 72320 - Printing and Communication	603,674	3,230	606,904	
72410 - Office of the Principal				
Salaries	10,473,393	-	10,473,393	
Employee Benefits	3,398,342	-	3,398,342	
Contracted Services	44,327	12,600	56,927	Increase in banking fees
Other Charges	35,000	-	35,000	
Equipment	10,000	-	10,000	
Total 72410 - Office of the Principal	13,961,062	12,600	13,973,662	
72510 - Business Affairs				
Salaries	1,431,671	-	1,431,671	
Employee Benefits	520,429	-	520,429	
Contracted Services	148,940	(18,965)	129,975	Actuarial study delayed to FY 10-11
Supplies and Materials	41,500	1,500	43,000	Based on year-to-date expenditures
Other Charges	499,500	3,000	502,500	Staff development requirements
Insurance Premiums	1,233	-	1,233	
Trustee's Commission	1,108,341	-	1,108,341	
Total 72510 - Business Affairs	3,751,614	(14,465)	3,737,149	
72520 - Human Resources				
Salaries	1,025,081	975	1,026,056	Reallocation from staff development
Employee Benefits	1,056,688	193	1,056,881	Reallocation from staff development
Contracted Services	104,355	3,000	107,355	Increased cost for recruiting
Supplies and Materials	111,200	1,500	112,700	Increased cost for ID badges
Other Charges	140,000	(1,168)	138,832	Reallocation to salaries and benefits
Equipment	1,000	-	1,000	
Insurance Premiums	200,000	-	200,000	
Total 72520 - Human Resources	2,638,324	4,500	2,642,824	

Clarksville-Montgomery County School System General Purpose School Fund Budget

	2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget	
72610 - Operation of Plant				
Salaries	4,563,342	5,267	4,568,609	Groundskeeping Supplement for WCHS
Employee Benefits	2,209,726	743	2,210,469	Based on year-to-date expenditures
Contracted Services	443,815	(1,967)	441,848	Based on year-to-date expenditures
Supplies and Materials	425,107	-	425,107	
Other Charges	6,200	-	6,200	
Equipment	228,795	-	228,795	
Utilities	7,416,346	-	7,416,346	
Insurance Premiums	731,311	-	731,311	
Total 72610 - Operation of Plant	16,024,642	4,043	16,028,685	
72620 - Maintenance of Plant				
Salaries	2,299,131	-	2,299,131	
Employee Benefits	962,753	-	962,753	
Contracted Services	471,060	(850)	470,210	Based on year-to-date expenditures
Supplies and Materials	1,105,946	-	1,105,946	
Other Charges	5,897	-	5,897	
Equipment	189,700	-	189,700	
Insurance Premiums	14,776	-	14,776	
Total 72620 - Maintenance of Plant	5,049,263	(850)	5,048,413	
72810 - Information Technology				
Salaries	2,102,582	-	2,102,582	
Employee Benefits	690,153	-	690,153	
Contracted Services	2,474,293	920	2,475,213	Reallocation from staff development
Supplies and Materials	980,832	-	980,832	
Other Charges	51,904	(920)	50,984	Reallocation to contracted services
Equipment	2,642,025	450,000	3,092,025	Technology needs for students/teachers
Total 72810 - Information Technology	8,941,789	450,000	9,391,789	
73400 - Early Childhood Education				
Salaries	1,264,596	-	1,264,596	
Employee Benefits	461,981	-	461,981	
Contracted Services	54,867	8,624	63,491	Based on substitute requirements
Supplies and Materials	44,000	-	44,000	
Other Charges	24,857	-	24,857	
Equipment	39,000	-	39,000	
Total 73400 - Early Childhood Education	1,889,301	8,624	1,897,925	
99100 - Interfund Transfers				
	1,260,435	-	1,260,435	
Total 99100 - Interfund Transfers	1,260,435	-	1,260,435	

Clarksville-Montgomery County School System General Purpose School Fund Budget

	2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget
--	------------------------------------	------------------------------------	-------------------

Total Expenditures	192,545,603	(995,169)	191,550,434
---------------------------	-------------	-----------	-------------

Ending Reserves and Fund Balance

Fund Balance	4,544,994	(485,184)	4,059,810	Projected fund balance as of 6/30/10
On-The-Job Injury Reserve	1,375,218	-	1,375,218	
Property & Liability Insurance Reserve	1,475,000	-	1,475,000	
Extended Contract Reserve	512,637	(511,962)	675	Projected reserve as of 6/30/10
Career Ladder Reserve	20,436	-	20,436	
Total Reserves and Fund Balance	7,928,285	(997,147)	6,931,138	

Total Expenditures, Reserves and Fund Balance	200,473,888	(1,992,316)	198,481,572
--	-------------	-------------	-------------

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

2009-2010 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget
--------------------------------------	------------------------------------	-------------------

Estimated Revenues**Local Revenues**

43521	Lunch Payments - Children	2,738,250	-	2,738,250
43522	Lunch Payments - Adults	188,594	-	188,594
43523	Income from Breakfast	266,163	-	266,163
43525	Ala Carte Sales	1,656,741	-	1,656,741
43990	Contract Services	42,591	-	42,591
44110	Interest Earned	24,823	-	24,823
44130	Sale of Materials & Supplies	110,000	-	110,000
44170	Miscellaneous Refund	68,669	-	68,669
Total Local Revenues		5,095,831	-	5,095,831

State Revenues - BEP

46520	School Food Service	129,173	-	129,173
Total State Revenues		129,173	-	129,173

Federal Revenues

47111	Section 4 - Lunch Funds	4,524,947	-	4,524,947
47113	Breakfast Reimbursement	1,303,774	-	1,303,774
Total Federal Revenues		5,828,721	-	5,828,721

Total Revenues	11,053,725	-	11,053,725
-----------------------	-------------------	----------	-------------------

Beginning Fund Balance	3,610,881	-	3,610,881
-------------------------------	------------------	----------	------------------

Total Available Funds	14,664,606	-	14,664,606
------------------------------	-------------------	----------	-------------------

Expenditures (Appropriations)**72510 - Fiscal Services**

Trustee's Commission	2,810	(2,810)	-	Non-applicable charge
----------------------	-------	---------	---	-----------------------

Total 72510 - Fiscal Services	2,810	(2,810)	-
--------------------------------------	--------------	----------------	----------

73100 - Food Service

Salaries	4,135,512	-	4,135,512
Employee Benefits	2,284,567	-	2,284,567
Contracted Services	388,552	-	388,552
Supplies and Materials	4,677,421	-	4,677,421
Utilities	244,500	-	244,500
Insurance Premiums	40,000	-	40,000
Other Charges	35,000	-	35,000
Equipment	550,000	-	550,000

Total 73100 - Food Service	12,355,552	-	12,355,552
-----------------------------------	-------------------	----------	-------------------

Total Expenditures	12,358,362	(2,810)	12,355,552
---------------------------	-------------------	----------------	-------------------

Ending Fund Balance	2,306,244	2,810	2,309,054	Projected Fund Balance as of 6/30/10
----------------------------	------------------	--------------	------------------	--------------------------------------

Total Expenditures and Fund Balance	14,664,606	-	14,664,606
--	-------------------	----------	-------------------

Clarksville-Montgomery County School System Extended School Program Fund

	2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget
--	------------------------------------	------------------------------------	-------------------

Estimated Revenues**Local Revenues**

43513	Tuition - Summer School	205,000	(40,000)	165,000	Based on expected participation
Total Local Revenues		205,000	(40,000)	165,000	
<hr/>					
Total Revenues		205,000	(40,000)	165,000	
<hr/>					
Beginning Fund Balance		74,244	-	74,244	
<hr/>					
Total Available Funds		279,244	(40,000)	239,244	

Expenditures (Appropriations)**71100 - Regular Instruction**

	Salaries	128,000	(12,000)	116,000	Based on program needs
	Employee Benefits	18,631	(1,393)	17,238	Based on year to date expenditures
	Contracted Services	14,000	-	14,000	
	Supplies and Materials	5,000	-	5,000	
<hr/>					
Total 71100 - Regular Instruction		165,631	(13,393)	152,238	

72410 - Office of the Principal

	Salaries	26,000	(2,000)	24,000	Based on program needs
	Employee Benefits	3,659	(282)	3,377	Based on year to date expenditures
<hr/>					
Total 72410 - Office of the Principal		29,659	(2,282)	27,377	

72510 - Business Affairs

	Trustee's Commission	2,050	(550)	1,500	Based on expected revenues
<hr/>					
Total 72510 - Business Affairs		2,050	(550)	1,500	

72610 - Operation of Plant

	Salaries	8,000	-	8,000	
	Employee Benefits	1,747	-	1,747	
<hr/>					
Total 72610 - Operation of Plant		9,747	-	9,747	

Total Expenditures	207,087	(16,225)	190,862	
<hr/>				
Ending Fund Balance	72,157	(23,775)	48,382	Projected fund balance as of 6/30/10

Total Expenditures and Fund Balance

	279,244	(40,000)	239,244	
--	----------------	-----------------	----------------	--

Clarksville-Montgomery County School System Federal Projects Fund Budget

	2009-2010 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget
--	--------------------------------------	------------------------------------	-------------------

Estimated Revenues**State Revenues**

46590 Adult Ed, LEAP	328,670	-	328,670
46591 Coordinated School Health	105,000	-	105,000
46981 Safe Schools Act	76,200	-	76,200
Total State Revenues	509,870	-	509,870

Federal Revenues

47120 Adult Basic Education	173,226	-	173,226
47131 Career Technical Education	385,030	-	385,030
47141 Title I	8,825,299	-	8,825,299
47143 Individuals w/ Disabilities Educ. Act (IDEA)	11,883,876	-	11,883,876
47145 Preschool (IDEA)	226,714	-	226,714
47146 English Language Acquisition (Title III)	192,994	-	192,994
47147 Safe & Drug-Free Schools (Title IV, CCLC)	901,738	(918)	900,820
47149 Homeless (Title X)	4,460	-	4,460
47189 Title II-A	1,099,461	-	1,099,461
47590 Title II-D	230,199	-	230,199
47990 Other Direct Federal	838,329	-	838,329
Total Federal Revenues	24,761,326	(918)	24,760,408

Based on actual Federal allocations

Non-Revenue Sources

49800 Operating Transfers	750,000	-	750,000
Total Non-Revenue Sources	750,000	-	750,000

Total Revenues	26,021,196	(918)	26,020,278
-----------------------	-------------------	--------------	-------------------

Beginning Fund Balance	314,793	-	314,793
------------------------	---------	---	---------

Total Available Funds	26,335,989	(918)	26,335,071
------------------------------	-------------------	--------------	-------------------

Clarksville-Montgomery County School System Federal Projects Fund Budget

2009-2010 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget	
--------------------------------------	------------------------------------	-------------------	--

Expenditures (Appropriations)

71100 - Regular Instruction				
Salaries	4,760,962	-	4,760,962	
Employee Benefits	1,464,348	-	1,464,348	
Contracted Services	361,202	7,881	369,083	Reflects program requirements
Supplies and Materials	609,870	26,702	636,572	Reflects program requirements
Equipment	96,454	(33,445)	63,009	Reflects program requirements
Total 71100 - Regular Instruction	7,292,836	1,138	7,293,974	
71200 - Special Education				
Salaries	3,138,237	-	3,138,237	
Employee Benefits	1,264,354	-	1,264,354	
Supplies and Materials	204,154	-	204,154	
Equipment	125,000	-	125,000	
Total 71200 - Special Education	4,731,745	-	4,731,745	
71300 - Vocational Education				
Supplies and Materials	55,542	-	55,542	
Other Charges	4,000	-	4,000	
Equipment	180,818	-	180,818	
Total 71300 - Vocational Education	240,360	-	240,360	
71600 - Adult Education				
Salaries	79,464	-	79,464	
Employee Benefits	6,274	-	6,274	
Supplies and Materials	12,000	-	12,000	
Total 71600 - Adult Education	97,738	-	97,738	
72130 - Other Student Support				
Salaries	219,368	-	219,368	
Employee Benefits	57,676	-	57,676	
Contracted Services	55,300	140	55,440	Reflects program requirements
Supplies and Materials	46,110	(140)	45,970	Reflects program requirements
Other Charges	71,050	-	71,050	
Total 72130 - Other Student Support	449,504	-	449,504	
72210 - Regular Instruction Support				
Salaries	1,120,153	(11,397)	1,108,756	Based on degree/exper./positions used
Employee Benefits	245,953	(1,603)	244,350	Based on year-to-date expenditures
Contracted Services	285,792	(2,283)	283,509	Reflects program requirements
Supplies and Materials	68,447	2,329	70,776	Reflects program requirements
Other Charges	2,633,084	10,862	2,643,946	Reflects program requirements
Equipment	92,316	-	92,316	
Total 72210 - Regular Instruction Support	4,445,745	(2,092)	4,443,653	

Clarksville-Montgomery County School System Federal Projects Fund Budget

	2009-2010 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget
72220 - Special Education Support			
Salaries	1,061,899	-	1,061,899
Employee Benefits	340,872	-	340,872
Contracted Services	12,500	-	12,500
Supplies and Materials	388,750	-	388,750
Other Charges	3,599,057	-	3,599,057
Equipment	7,250	-	7,250
Total 72220 - Special Education Support	5,410,328	-	5,410,328
72230 - Vocation Education Support			
Contracted Services	1,000	-	1,000
Other Charges	4,500	-	4,500
Total 72230 - Vocation Education Support	5,500	-	5,500
72260 - Adult Education Support			
Salaries	92,312	-	92,312
Employee Benefits	34,450	-	34,450
Supplies and Materials	3,000	-	3,000
Other Charges	3,468	-	3,468
Total 72260 - Adult Education Support	133,230	-	133,230
72610 - Operation of Plant			
Contracted Services	14,000	-	14,000
Equipment	123,452	-	123,452
Total 72610 - Operation of Plant	137,452	-	137,452
72710 - Transportation			
Salaries	1,236,882	-	1,236,882
Employee Benefits	134,714	-	134,714
Contracted Services	34,875	-	34,875
Supplies and Materials	5,394	-	5,394
Equipment	302,500	-	302,500
Total 72710 - Transportation	1,714,365	-	1,714,365
99100 - Interfund Transfers			
Indirect Cost	926,260	35	926,295
			Increased assessment for indirect costs
Total 99100 - Interfund Transfers	926,260	35	926,295
Total Expenditures	25,585,061	(918)	25,584,143
Ending Fund Balance	750,928	-	750,928
Total Expenditures and Fund Balance	26,335,989	(918)	26,335,071

Clarksville-Montgomery County School System Transportation Fund Budget

2009-10 Budget As of 11/9/09	Proposed Increase (Decrease)	Amended Budget
------------------------------------	------------------------------------	-------------------

Estimated Revenues

Local Revenues

40110	Current Property Tax	1,673,984	-	1,673,984
40120	Trustees Collection - Prior Years	45,000	-	45,000
40140	Interest & Penalties	8,000	-	8,000
40162	Payments In Lieu of Taxes (Utility)	44,685	-	44,685
44145	Sale of Recycled Materials	1,000	-	1,000
44170	Misc. Refund - Other	11,200	-	11,200
44530	Sale of Equipment	40,500	-	40,500
44560	Damages from Individuals	500	-	500
Total Local Revenues		1,824,869	-	1,824,869

State Revenues - BEP

46511	Basic Education Program	8,078,000	-	8,078,000
Total State Revenues - BEP		8,078,000	-	8,078,000

Federal Revenues

47143	Educ. of the Handicapped Act	1,282,915	-	1,282,915
47590	Other Federal Through State	109,200	-	109,200
Total Federal Revenues		1,392,115	-	1,392,115

Total Revenues	11,294,984	-	11,294,984
-----------------------	-------------------	----------	-------------------

Beginning Fund Balance	1,133,707	(27,923)	1,105,784 Audit Adjustment
-------------------------------	------------------	-----------------	-----------------------------------

Total Available Funds	12,428,691	(27,923)	12,400,768
------------------------------	-------------------	-----------------	-------------------

Expenditures (Appropriations)

72510 - Fiscal Services

Trustee's Commission	75,095	(39,095)	36,000	Based on estimated revenues
----------------------	--------	----------	--------	-----------------------------

Total 72510 - Fiscal Services	75,095	(39,095)	36,000
--------------------------------------	---------------	-----------------	---------------

72710 - Transportation

Salaries	5,769,436	-	5,769,436	
Employee Benefits	2,755,295	-	2,755,295	
Contracted Services	398,100	45,000	443,100	Extended use bus inspections per state law
Supplies and Materials	1,405,350	3,500	1,408,850	Increased cost of printing supplies
Other Charges	20,000	-	20,000	
Equipment	633,738	-	633,738	
Insurance Premiums	54,817	-	54,817	

Total 72710 - Transportation	11,036,736	48,500	11,085,236
-------------------------------------	-------------------	---------------	-------------------

Total Expenditures	11,111,831	9,405	11,121,236
---------------------------	-------------------	--------------	-------------------

Ending Fund Balance	1,316,860	(37,328)	1,279,532 Projected fund balance as of 6/30/10
----------------------------	------------------	-----------------	---

Total Expenditures and Fund Balance	12,428,691	(27,923)	12,400,768
--	-------------------	-----------------	-------------------

**RESOLUTION TO AMEND THE BUDGETS
OF VARIOUS FUNDS FOR FISCAL YEAR 2010
IN CERTAIN AREAS OF REVENUES AND EXPENDITURES**

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

WHEREAS, current year expenditures in certain accounts will permit decreases in budgetary appropriation for such accounts and these may be applied to the funding needs of other accounts; and

WHEREAS, contracts for various State grants were not received in time to be included in the annual budget appropriation process and are therefore included for appropriation in this resolution and detailed in the attached schedule.

NOW THEREFORE BE IT RESOLVED, by the Montgomery County Board of Commissioners, assembled in regular business session this 8th day of March 2010, that the budgets for various funds for FY10 be amended as to revenues and expenditures, according to the attached Account Schedule 1.

Duly passed and approved this 8th day of March, 2010.

Sponsor *Eunice Hester*

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

SCHEDULE 1

<u>Account</u>	<u>Department</u>	<u>Description</u>	<u>Current Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>	<u>Description</u>
101-55190-46980-05225	Health Grant	Revenue	\$ 1,910,200.00	\$ 397,200.00	\$ 2,307,400.00	HINI Grant
101-54210-47990-09040	SCAAP	Revenue	\$ -	\$ 61,322.04	\$ 61,322.04	Grant Proceeds
101-52300-49700	Property Assessor	Revenue	\$ -	\$ 429.29	\$ 429.29	Insurance Recovery
101-55130-48610	EMS	Revenue	\$ -	\$ 226.16	\$ 226.16	Donation
101-54110-46980-05019	Sheriff	Revenue	\$ 219,141.00	\$ (219,141.00)	\$ -	Block grant revenue received in FY09
101-54490-47235-08040	Homeland Security	Revenue	\$ 286,307.25	\$ 3,800.00	\$ 290,107.25	Grant Proceeds
101-55190-51300-05225	Health Grant	Salaries	\$ 132,346.56	\$ 35,724.00	\$ 168,070.56	WIC Grant
101-55190-51310-05225	Health Grant	Salaries	\$ 661,926.76	\$ 19,995.69	\$ 681,922.45	WIC Grant
101-55190-51620-05225	Health Grant	Salaries	\$ 435,820.93	\$ (35,719.69)	\$ 400,101.24	WIC Grant
101-55190-51680-05225	Health Grant	Salaries	\$ 20,000.00	\$ (20,000.00)	\$ -	WIC Grant
101-55190-53020-05225	Health Grant	Other Contracted Services	\$ 780.00	\$ (240.00)	\$ 540.00	WIC Grant
101-55190-53330-05225	Health Grant	Other Contracted Services	\$ 1,280.00	\$ (280.00)	\$ 1,000.00	WIC Grant
101-55190-53400-05225	Health Grant	Other Contracted Services	\$ -	\$ 160.00	\$ 160.00	WIC Grant
101-55190-54350-05225	Health Grant	Supplies and Materials	\$ 1,500.00	\$ (300.00)	\$ 1,200.00	WIC Grant
101-55190-54510-05225	Health Grant	Supplies and Materials	\$ 120.00	\$ 80.00	\$ 200.00	WIC Grant
101-55190-54990-05225	Health Grant	Supplies and Materials	\$ -	\$ 300.00	\$ 300.00	WIC Grant
101-55190-55060-05225	Health Grant	Other Charges	\$ 54,220.00	\$ 280.00	\$ 54,500.00	WIC Grant
101-55190-51870-10050	Health Grant	Salaries	\$ -	\$ 170,500.00	\$ 170,500.00	HINI Grant
101-55190-52010-10050	Health Grant	Benefits	\$ -	\$ 15,000.00	\$ 15,000.00	HINI Grant
101-55190-52040-10050	Health Grant	Benefits	\$ -	\$ 25,000.00	\$ 25,000.00	HINI Grant
101-55190-52060-10050	Health Grant	Benefits	\$ -	\$ 20,000.00	\$ 20,000.00	HINI Grant
101-55190-52070-10050	Health Grant	Benefits	\$ -	\$ 3,200.00	\$ 3,200.00	HINI Grant
101-55190-52120-10050	Health Grant	Benefits	\$ -	\$ 5,000.00	\$ 5,000.00	HINI Grant
101-55190-53550-10050	Health Grant	Other Contracted Services	\$ 15,000.00	\$ 2,500.00	\$ 17,500.00	HINI Grant
101-55190-53990-10050	Health Grant	Other Contracted Services	\$ -	\$ 78,000.00	\$ 78,000.00	HINI Grant
101-55190-54990-10050	Health Grant	Supplies and Materials	\$ -	\$ 78,000.00	\$ 78,000.00	HINI Grant
101-54210-57900-09040	SCAAP	Capital Outlay	\$ -	\$ 61,322.04	\$ 61,322.04	Offset of SCAAP revenue
101-54110-53070-05019	Sheriff	Other Contracted Services	\$ 20,935.00	\$ (18,869.42)	\$ 2,065.58	Block grant paid in full in FY09/expenditure did not incur to FY10
101-54110-54110-05019	Sheriff	Supplies and Materials	\$ 150.00	\$ (150.00)	\$ -	Block grant paid in full in FY09
101-54110-54990-05019	Sheriff	Supplies and Materials	\$ 70,000.00	\$ (70,000.00)	\$ -	Block grant paid in full in FY09
101-54110-57090-05019	Sheriff	Capital Outlay	\$ 13,652.00	\$ (13,652.00)	\$ -	Block grant paid in full in FY09
101-54110-57160-05019	Sheriff	Capital Outlay	\$ 114,404.00	\$ (114,404.00)	\$ -	Block grant paid in full in FY09
101-54130-53210	Traffic Control	Other Contracted Services	\$ 2,010.00	\$ 13,490.00	\$ 15,500.00	Continued work
101-54490-57080-08040	Homeland Security	Capital Outlay	\$ 286,274.27	\$ 3,800.00	\$ 290,074.27	Offset of HS grant revenue
101-51500-53490	Election Commissioner	Other Contracted Services	\$ 48,950.00	\$ (35,000.00)	\$ 13,950.00	Delay in TN Voter Confidence Act
101-51500-53990	Election Commissioner	Other Contracted Services	\$ 38,610.00	\$ (33,030.00)	\$ 5,580.00	Delay in TN Voter Confidence Act

Total Increase in County General Fund Balance

131-82220-56040	Highway	Debt Service	\$ -	\$ 5,353.78	\$ 5,353.78	Interest expenditure on TAN
131-62000-54040	Highway	Other Contracted Services	\$ 1,149,039.72	\$ (5,353.78)	\$ 1,143,685.94	offset
No effect on Highway Fund Balance			\$ -	\$ -	\$ -	
Total Increase in County General Fund Balance			\$ -	\$ 53,129.87	\$ 53,129.87	

**RESOLUTION IN SUPPORT OF FISCAL YEAR 2010
THDA HOME GRANT APPLICATION**

WHEREAS, funds are available through the State of Tennessee, HOME Program; and

WHEREAS, Montgomery County wishes to improve housing within the county; and

WHEREAS, Montgomery County may apply for HOME funds in an amount not to exceed \$500,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this the 8th day of March, 2010, that application be made for HOME funds for housing improvements, and that Carolyn Bowers, County Mayor, be authorized to sign the application and all assurances necessary to filing said application.

Duly passed and approved the 8th day of March, 2010.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk