

**CITIZENS TO ADDRESS THE COMMISSION**

**CALL TO ORDER** - Mayor Durrett

**PRESENTATIONS**

1. CMCSS Update – Millard House
2. CMCSS Planning Update – Jim Sumrell

**PUBLIC HEARING ZONING RESOLUTIONS**

**CZ-12-2020** Application of Mary B Bourne Rev Trust Richard Brian Bourne from AG to E-1

**CZ-17-2020** Application of Stephen Corlew from AG to E-1

**CZ-18-2020** Application of David W Adkins from AG to E-1

**CZ-19-2020** Application of Eagles Bluff Partnership from C-5 to R-4

**CLOSE PUBLIC HEARING**

**RESOLUTIONS**

- 20-10-1\*** Resolution to Appropriate Funds from the Sheriff's Office Data Processing Reserve Account
- 20-10-2\*** Resolution to Amend the Sheriff's Office Vehicle Budget for Fiscal Year 2020
- 20-10-3\*** Resolution Amending the Budget of the Montgomery County Capital Projects Fund Appropriating Funds Received From the Governor's Local Government Support Grant
- 20-10-4\*** Resolution Authorizing the Acceptance of Grant Funds From the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office
- 20-10-5\*** Resolution Amending the Budget of Montgomery County Information Technology for the Regrading of Positions Within the Information Technology Department
- 20-10-6\*** Resolution to Adopt the 2018 Edition of the International Building Code; the 2018 International Residential Code; the International Plumbing Code; the International Mechanical Code; the 2018 International Fire Code; the 2018 International Energy Code; the 2018 International Fuel Code and Gas Code; the 2018 International Property Maintenance Code and the 2009 ICC/ANSI A117.1 Accessible & Usable Buildings & Facility Code
- 20-10-7\*** Resolution Amending the Zoning Resolution of Montgomery County, Tennessee as it Pertains to Landscape Buffer and Screening Requirements of Industrial Zoned Land in the Rural Area

- 20-10-8\*** Resolution Authorizing the Mayor of Montgomery County to Sign a Proposal with the Tennessee Department of Transportation Project NO. 63021-2224-04 and 63021-3224-04
- 20-10-9\*** Resolution to Authorize Funds for a Montgomery County Parks Department Ten Year Masterplan
- 20-10-10\*** Resolution Appropriating Funds for the Purpose of Employing an Additional Position in the Assessor's Office
- 20-10-11\*** Resolution Amending the Budget of Montgomery County Highway Department for the Creation of a GIS Specialist and a Construction Inspector Position
- 20-10-12\*** Resolution to Enter into an Agreement Regarding Costs and Expense of Autopsies in Montgomery County – City of Clarksville, Tennessee
- 20-10-13\*** Resolution to Authorize Transfer of Less Than One Acre of Land by Quitclaim for the Consideration at the Property Line of Jordan Road Property / Library and Lot 45 Quail Ridge Road Section B-1

**\* CONSENT AGENDA CONSIDERATION**

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

**RESOLUTIONS**

- 20-9-15** Resolution to Levy a County-Wide Motor Vehicle Tax (second vote)

**UNFINISHED / OLD BUSINESS**

**REPORTS FOR APPROVAL**

1. \* Commission Minutes September 14, 2020
2. \* County Clerk's Report and Notary List
3. \* Nominating Committee Nominations
4. \* County Mayor Nominations

**REPORTS FILED**

1. Building & Codes Monthly Report

**DISCUSSION**

1. Federal Grant Resolution at Formal



## **ANNOUNCEMENTS**

1. You are invited to attend the Wade Bourne Nature Center ribbon cutting event on Saturday, October 24 at 2:00 in Rotary Park.

## **ADJOURN**

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
MARY B BOURNE REV TRUST RICHARD BRIAN BOURNE**

WHEREAS, an application for a zone change from AG Agricultural District to E-1 Single-Family Estate District has been submitted by Mary B Bourne Rev Trust Richard Brian Bourne and

WHEREAS, said property is identified as County Tax Map 038, parcel 017.00, containing 230 acres, situated in Civil District 13, Property located on the northeast corner of the Guthrie Road and Rossvie Road intersection.; and

WHEREAS, said property is described as follows:

**“SEE EXHIBIT A”**

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 12th day of October, 2020, that the zone classification of the property of Mary B Bourne Rev Trust Richard Brian Bourne from AG to E-1 is hereby approved.

Duly passed and approved this 12th day of October, 2020.

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

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

County Mayor

"EXHIBIT A"

**Tract 1: (Northside of Road)**

Beginning at an existing iron pin in the north margin of State Route 237, also known as Rossvie Road, said iron pin being the southwest corner of the Phillip M. Rich, ET UX Property (Volume 1029, Page 2693); thence along margin of said road South 81 Degrees 24 Minutes 24 Seconds West 296.45 feet to a point; thence with a curve turning to the left with an arc length of 323.59 feet, with a radius of 2025.00 feet and with a chord of South 76 Degrees 49 Minutes 43 Seconds West 323.25 feet; thence South 72 Degrees 15 Minutes 03 Seconds West 274.27 feet to a point; thence with a curve turning to the right with an arc length of 100.87 feet, with a radius of 925.00 feet and with a chord of South 75 Degrees 22 Minutes 29 Seconds West 100.82 feet; thence North 12 Degrees 42 Minutes 56 Seconds East 1077.52 feet to a point; thence South 81 Degrees 29 Minutes 25 Seconds East 21.39 feet to a point; thence South 63 Degrees 07 Minutes 01 Seconds East 39.05 feet to a point; thence North 43 Degrees 16 Minutes 18 Seconds East 144.19 feet to a point; thence North 61 Degrees 37 Minutes 41 Seconds West 111.14 feet to a point; thence North 11 Degrees 16 Minutes 31 Seconds East 163.96 feet to a point;

thence North 81 Degrees 29 Minutes 25 Seconds West 463.62 feet to a point; thence South 11 Degrees 16 Minutes 31 Seconds West 450.52 feet to a point; thence South 81 Degrees 29 Minutes 25 Seconds East 380.71 feet to a point; thence South 12 Degrees 42 Minutes 56 Seconds West 951.91 feet to a point; thence South 82 Degrees 06 Minutes 37 Seconds West 629.03 feet to a point; thence with a curve turning to the left with an arc length of 67.87 feet, with a radius of 975.00 feet and with a chord of South 80 Degrees 06 Minutes 58 Seconds West 67.86 feet; thence with a reverse curve turning to the right with an arc length of 25.55 feet, with a radius of 25.00 feet and with a chord of North 72 Degrees 35 Minutes 50 Seconds West 24.45 feet; thence North 43 Degrees 18 Minutes 58 Seconds West 870.24 feet to a point; thence with a curve turning to the right with an arc length of 544.86 feet, with a radius of 1475.00 feet and with a chord of North 32 Degrees 44 Minutes 01 Seconds West 541.77 feet; thence North 22 Degrees 09 Minutes 04 Seconds West 133.49 feet to a point; thence with a curve turning to the left with an arc length of 160.14 feet, with a radius of 825.00 feet and with a chord of North 27 Degrees 42 Minutes 43 Seconds West 159.89 feet; thence South 82 Degrees 43 Minutes 18 Seconds East 217.64 feet to a point; thence North 07 Degrees 31 Minutes 38 Seconds East 174.01 feet to a point; thence South 81 Degrees 51 Minutes 20 Seconds East 977.83 feet to a point; thence North 08 Degrees 33 Minutes 15 Seconds East 1079.13 feet to a point; thence North 82 Degrees 40 Minutes 41 Seconds West 762.73 feet to a point; thence North 09 Degrees 24 Minutes 49 Seconds East 577.50 feet to a point; thence South 82 Degrees 21 Minutes 55 Seconds East 522.61 feet to a point; thence North 07 Degrees 56 Minutes 56 Seconds East 2085.29 feet to a point; thence South 82 Degrees 34 Minutes 46 Seconds East 1448.17 feet to a point; thence South 07 Degrees 40 Minutes 01 Seconds West 3274.10 feet to a point; thence South 72 Degrees 00 Minutes 58 Seconds East 1014.89 feet to a point; thence South 08 Degrees 00 Minutes 37 Seconds West 534.00 feet to a point; thence South 80 Degrees 10 Minutes 29 Seconds West 235.82 feet to a point; thence South 05 Degrees 55 Minutes 29 Seconds East 67.09 feet to a point; thence South 50 Degrees 17 Minutes 15 Seconds West 86.82 feet to a point; thence South 15 Degrees 51 Minutes 00 Seconds East 167.00 feet to a point; thence South 85 Degrees 13 Minutes 47 Seconds East 50.70 feet to a point; thence South 04 Degrees 50 Minutes 42 Seconds West 44.40 feet to a point; thence with a curve turning to the right with an arc length of 108.91 feet, with a radius of 1750.00 feet and with a chord of South 69 Degrees 38 Minutes 04 Seconds West 108.89 feet; thence North 20 Degrees 56 Minutes 17 Seconds West 430.26 feet to a point; thence North 72 Degrees 37

Minutes 27 Seconds West 191.42 feet to a point; thence South 02 Degrees 23 Minutes 47 Seconds West 326.07 feet to a point;  
thence South 00 Degrees 27 Minutes 25 Seconds West 213.23 feet to the point of beginning containing an area of 199.45 acres.

### **Tract 2: (Southside of Road)**

Beginning at a new iron pin in the south margin of SR 237, also known as Rossvie Road, said iron pin also being the northwest corner of the Nancy Bourne Daves Property (Volume 317, Page 876); thence leaving margin of said road along the west line of said property South 05 Degrees 57 Minutes 03 Seconds East 491.27 feet to a new iron pin; thence North 82 Degrees 10 Minutes 03 Seconds West 573.27 feet to a new iron pin;  
thence North 00 Degrees 19 Minutes 51 Seconds East 279.04 feet to a new iron pin in the south margin of Rossvie Road; thence along margin of said road North 62 Degrees 32 Minutes 34 Seconds East 18.06 feet to a point; thence with a curve turning to the right with an arc length of 315.91 feet, with a radius of 925.00 feet and with a chord of North 72 Degrees 19 Minutes 35 Seconds East 314.37 feet to a point; thence North 82 Degrees 06 Minutes 37 Seconds East 201.73 feet to the point of beginning containing 5.00 Acres.

### **Tract 3: (Southside of Road)**

Beginning at a new iron pin in the south margin of SR 237, also known as Rossvie Road, said iron pin also being the northeast corner of the Nancy Bourne Daves Property (Volume 317, Page 876); thence along margin of said road North 82 Degrees 06 Minutes 37 Seconds East 332.69 feet to a point; thence with a curve turning to the left with an arc length of 167.78 feet, with a radius of 975.00 feet and with a chord of North 77 Degrees 10 Minutes 50 Seconds East 167.57 feet to a point; thence North 72 Degrees 15 Minutes 03 Seconds East 274.27 feet to a point; thence with a curve turning to the right with an arc length of 315.60 feet, with a radius of 1975.00 feet and with a chord of North 76 Degrees 49 Minutes 43 Seconds East 315.27 feet to a point; thence North 81 Degrees 24 Minutes 24 Seconds East 252.98 feet to a new iron pin at the northwest corner of the Robert L. Langford, ET UX Property (Volume 1256, Page 730); thence leaving margin of said road South 07 Degrees 53 Minutes 55 Seconds West 953.85 feet to a point; thence North 82 Degrees 10 Minutes 03 Seconds West 849.15 feet to a point; thence North 12 Degrees 12 Minutes 57 Seconds East 139.62 feet to a point; thence North 84 Degrees 03 Minutes 03 Seconds West 214.05 feet to a point; thence North 21 Degrees 32 Minutes 03 Seconds West 423.93 feet to the point of beginning containing an area of 18.83 acres

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
STEPHEN CORLEW**

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

WHEREAS, said property is identified as County Tax Map 100, parcel 125.00, containing 2.78 acres, situated in Civil District 13, property fronting on the west frontage of Ussery Rd. South, 350 +/- feet northwest of the Ussery Rd. South & Ussery Ln. intersection; and

WHEREAS, said property is described as follows:

Beginning at a found iron pin in the south right of way line of New Ussery Road said iron pin being 117.2 feet west of the intersection of Old Ussery Road & new Ussery Road as measured along the south right of way line of New Ussery Road; thence with the north property of Ussery N 71 degrees 48 minutes 06 seconds W 87.56 feet to a iron pin found; thence with Ussery's north property line, N 71 degrees 10 minutes 55 seconds W, 417.24 feet to a set iron pin; thence N 80 degrees 37 minutes 14 seconds W, 164.72 feet to a found iron pin; thence on a new line N 17 degrees 33 minutes 57 seconds E, 87.88 feet to a found iron pin; thence N 39 degrees 0 minutes 0 seconds E, 306.14 feet to a found iron pin in the south right of way of New Ussery Road at its intersection with Corlew's east property line; thence with the right of way of new Ussery Road S 39 degrees 12 minutes 38 seconds E 124.04 feet to a set iron pin; thence continuing with said right of way of new ussery Road, S 39 degrees 37 minutes 15 seconds E 537.93 feet to the point of beginning and containing 2.798 acres.

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 12th day of October, 2020, that the zone classification of the property of Stephen Corlew from AG to E-1 is hereby approved.

Duly passed and approved this 12th day of October, 2020.

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

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

County Mayor



**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
DAVID W ADKINS**

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

WHEREAS, said property is identified as County Tax Map 104, parcel 51.19 p/o, containing 1.0 acres, situated in Civil District 13, property fronting on the east frontage of Pace Rd., 1,100 +/- feet south of the Shady Grove Rd. & Pace Rd. intersection; and


WHEREAS, said property is described as follows:

Beginning at an old iron pin in the east margin of Pace Road, said iron pin being 1043.8 feet south of the centerline of Shady Grove Road, said iron pin also being the southwest corner of proposed Lot 1; thence leaving margin of said road along proposed lot South 80 Degrees 54 Minutes 39 Seconds East 133.35 feet to an old iron pin; thence South 53 Degrees 43 Minutes 18 Seconds East 163.40 feet to a new iron pin; thence along a new division line South 18 Degrees 12 Minutes 55 Seconds West 121.25 feet to a new iron pin; thence along the Cecil W. James Property (ORV 517, Page 784) North 71 Degrees 47 Minutes 05 Seconds West 293.13 feet to an existing iron pin in the east margin of Pace Road; thence along said right-of-way line with a curve turning to the left with an arc length of 151.90 feet, with a radius of 380.00 feet and with a chord of North 20 Degrees 32 Minutes 26 Seconds East 150.89 feet to the point of beginning and containing an area of 1.00 acres

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 12th day of October, 2020, that the zone classification of the property of David W Adkins from AG to E-1 is hereby approved.

Duly passed and approved this 12th day of October, 2020.

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

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

County Mayor

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
EAGLES BLUFF PARTNERSHIP**

WHEREAS, an application for a zone change from C-5 Highway and Arterial Commercial District to R-4 Multiple-Family Residential District has been submitted by Eagles Bluff Partnership and

WHEREAS, said property is identified as County Tax Map 053, parcel 031.00, containing 6.10 acres, situated in Civil District 13, property fronting on the north frontage of Dover Rd. (US 79). 1,585 +/- feet east of the Dover Rd. (US 79) & Liberty Church Rd. intersection.; and

WHEREAS, said property is described as follows:

Beginning at an existing iron pin in the north margin of US Hwy 79, SR 76, a.k.a. Dover Road, said iron pin being 1,448 feet east of the centerline of N Liberty Church Road, said iron pin also being the southeast corner of the Mary Colette Schlemitzaver Property (Volume 1006, Page 1667); thence along said property North 14 Degrees 50 Minutes 28 Seconds West 203.60 feet to a point; thence North 12 Degrees 37 Minutes 19 Seconds West 117.31 feet to a point; thence North 05 Degrees 00 Minutes 38 Seconds West 282.53 feet to a point; thence along the Robert L. Parr Property (Volume 198, Page 176) North 02 Degrees 11 Minutes 21 Seconds West 76.81 feet to a point; thence North 06 Degrees 58 Minutes 12 Seconds East 144.00 feet to an existing iron bar; thence along the J&N Enterprises Inc. Property (Volume 570, Page 2388) North 61 Degrees 19 Minutes 32 Seconds East 35.01 feet to an existing nail in a 30" diameter Ash Tree; thence North 89 Degrees 41 Minutes 42 Seconds East 123.47 feet to an existing iron pin; thence North 86 Degrees 12 Minutes 26 Seconds East 157.33 feet to an existing iron bar; thence South 04 Degrees 01 Minutes 52 Seconds East 324.71 feet to an existing iron pin at the northwest corner of the Alexander Tatuli Property (Volume 1474, Page 471); thence along said property South 03 Degrees 43 Minutes 31 Seconds East 477.12 feet to an existing iron pin in the north margin of Dover Road; thence along margin of said road South 81 Degrees 43 Minutes 54 Seconds West 279.99 feet to the point of beginning and containing an area of 6.10 acres,

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 12th day of October, 2020, that the zone classification of the property of Eagles Bluff Partnership C-5 to R-4 is hereby approved.

Duly passed and approved this 12th day of October, 2020.

Sponsor \_\_\_\_\_  
Commissioner Chris Hester  
Approved \_\_\_\_\_

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

County Mayor

## COUNTY ZONING ACTIONS

The following case(s) will be considered for final action at the formal session of the Board of County Commissioners meeting on: **Monday, October 12, 2020**. The public hearing will be held on: **Monday, October 5, 2020**.

CASE NUMBER: CZ-12-2020

Applicant: Mary B Bourne Rev Trust Richard Brian Bourne

Agent: Debra Butts Kw Realty Debra Butts & Assoc.

Location: Property located on the northeast corner of the Guthrie Road and Rossview Road intersection.

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

County Commission District: 19

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION: DISAPPROVAL

\*\*\*\*\*

CASE NUMBER: CZ-17-2020

Applicant: Stephen Corlew

Location: Property fronting on the west frontage of Ussery Rd. South, 350 +/- feet northwest of the Ussery Rd. South & Ussery Ln. intersection.

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

County Commission District: 6

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

\*\*\*\*\*

CASE NUMBER: CZ-18-2020

Applicant: David W Adkins

Location: Property fronting on the east frontage of Pace Rd., 1,100 +/- feet south of the Shady Grove Rd. & Pace Rd. intersection.

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

County Commission District: 3

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CASE NUMBER: CZ-19-2020 Applicant:  
Eagles Bluff Partnership

Location: Property fronting on the north frontage of Dover Rd. (US 79). 1,585 +/- feet east of the Dover Rd. (US 79) & Liberty Church Rd. intersection.

Request: C-5 Highway and Arterial Commercial District to  
R-4 Multiple-Family Residential District

County Commission District: 10

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

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**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE** 9/23/2020

**CASE NUMBER:** CZ - 12 - 2020

**NAME OF APPLICANT:**Mary B Bourne Rev

Richard Brian Bourne

**AGENT:** Debra Butts

Kw Realty Debra Butts & Assoc.

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**GENERAL INFORMATION**

**TAX PLAT:** 038

**PARCEL(S):** 017.00

**ACREAGE TO BE REZONED:** 230

**PRESENT ZONING:** AG

**PROPOSED ZONING:** E-1

**EXTENSION OF ZONING**

**CLASSIFICATION:** NO

**PROPERTY LOCATION:** Property located on the northeast corner of the Guthrie Road and Rossvie Road intersection.

**CITY COUNCIL WARD:** NA

**COUNTY COMMISSION DISTRICT:** 19

**CIVIL DISTRICT:** 1

**DESCRIPTION OF PROPERTY:** An irregular shaped tract with agricultural setting with rolling hills, tree lines & pond. There are areas that have varying steeper topography.

**APPLICANT'S STATEMENT** None given by applicant.  
**FOR PROPOSED USE:**

**GROWTH PLAN AREA:** RA

**PLANNING AREA:**

**PREVIOUS ZONING HISTORY:**

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☐ CITY STREET DEPT.
- ☐ TRAFFIC ENG. - ST. DEPT.
- ☒ COUNTY HIGHWAY DEPT.
- ☒ CEMC
- ☐ DEPT. OF ELECTRICITY (CDE)

- ☐ ATT
- ☐ FIRE DEPARTMENT
- ☒ EMERGENCY MANAGEMENT
- ☐ POLICE DEPARTMENT
- ☒ SHERIFF'S DEPARTMENT
- ☐ CITY BUILDING DEPT.
- ☒ COUNTY BUILDING DEPT.
- ☒ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL

- ☐ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ CHARTER COMM.
- ☒ Other...

#### 1. CITY ENGINEER/UTILITY DISTRICT:

No sewer available. May require water system upgrades.

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

No Comment(s) Received

#### 3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

#### 4. CDE/CEMC:

No Comment(s) Received

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

Comments received from department and they had no concerns.

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

No Comment(s) Received

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

Comments received from department and they had no concerns.

#### 8. SCHOOL SYSTEM:

ELEMENTARY: OAKLAND  
MIDDLE SCHOOL: ROSSVIEW  
HIGH SCHOOL: ROSSVIEW

Oakland Elem. School is in the fastest growing region in Montgomery County, is at 114% capacity and currently has 6 portables. Rossvie Middle & Rossvie High are in the 2nd fastest growing region in Montgomery County. Rossvie Middle is at 117% capacity and currently has 10 portable classrooms. Rossvie High School is at 110% capacity and currently has 6 portable classrooms. CMCSS has added an average of 10 portable classrooms each year for the last 4 years. CMCSS has not constructed a school since 2015 and is at it's highest growth rate in 30 years. The proposed zoning of 230 acres from AG to E-1 (Single-Family residential development on large lots containing one 1 acre or more) has the potential of adding 230 single family residential homes to this area. This continued student growth necessitates additional action to address building capacity growth and school bus Transportation needs in

#### 9. FT. CAMPBELL:

#### 10. OTHER COMMENTS:

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

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

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

**INFRASTRUCTURE:**

**WATER SOURCE:** CITY / MAY REQUIRE UPGRADES

**SEWER SOURCE:** SEPTIC / NO SEWER

**STREET/ROAD ACCESSIBILITY:** Rossview Road & Guthrie Road

**DRAINAGE COMMENTS:** Varies

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

|                    |            |                |
|--------------------|------------|----------------|
| <b>LOTS/UNITS:</b> | <b>150</b> | <b>148 +/-</b> |
| <b>POPULATION:</b> | <b>404</b> | <b>399</b>     |

**APPLICABLE LAND USE PLAN**

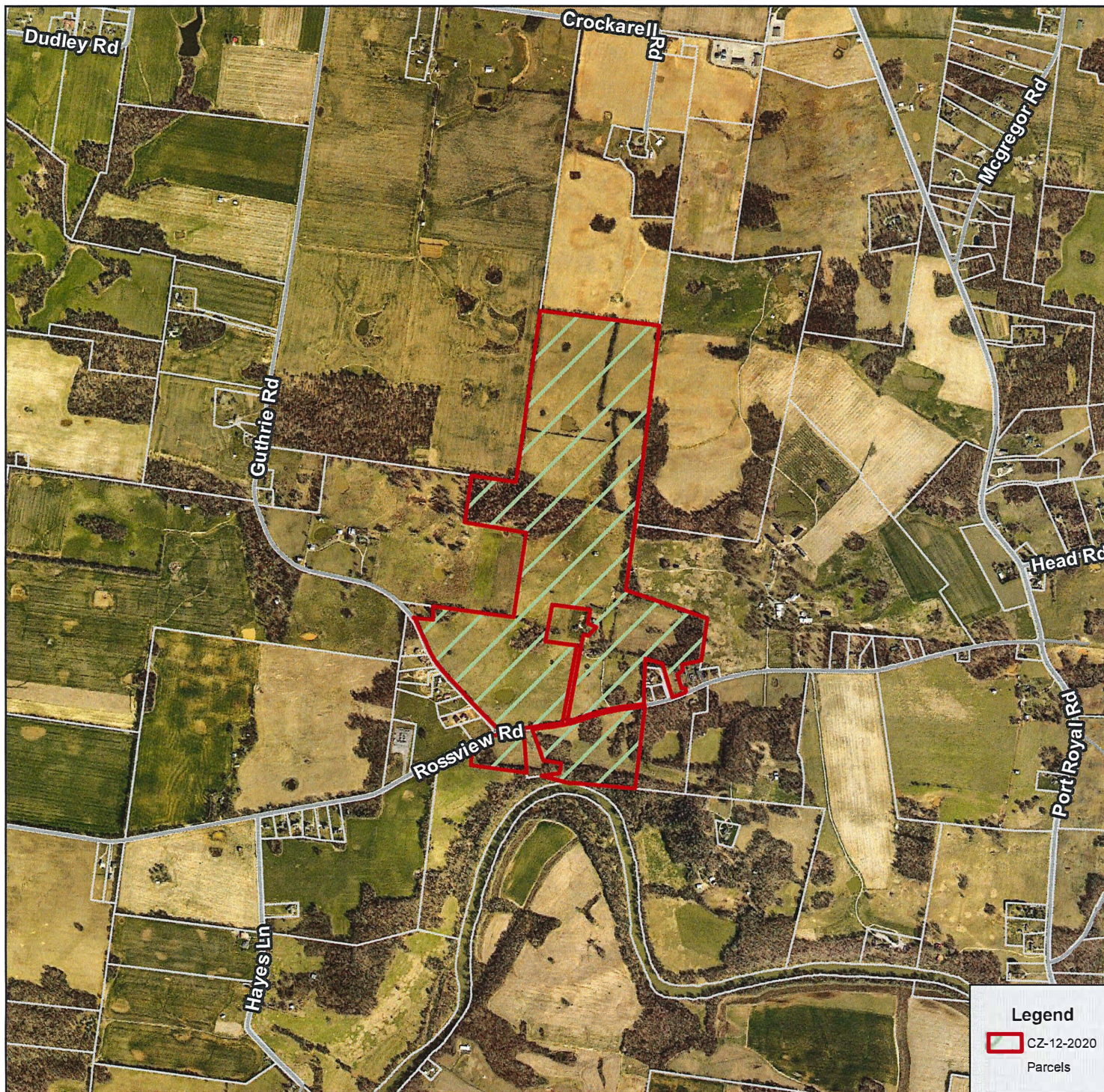
Rossview Road Planning Area - One of the most diversified areas of the county in terms of land use. It has the best remaining agricultural land. One of the fastest growing sectors of Montgomery County. Factors affecting growth all average to above average. The Industrial Park is also located in this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

**STAFF RECOMMENDATION:**      **DISAPPROVAL**

1. The proposed zoning request is inconsistent with the overall development goals of the adopted Land Use Plan.
2. This tract lies within the "Rural Area" of the adopted 2040 Growth Plan. The "Rural Area" lies outside of the 20 year growth projection of the Urban Growth Boundary. Properties within the "Rural Area" have been identified as areas for the preservation for agricultural lands, forests, recreational areas & wildlife management areas.
3. Preservation of large tracts of agricultural lands in the "Rural Area" should be prioritized. Moderate to large scale residential development in the "Rural Areas" is detrimental to long term planning goals & contributes to sprawl.
4. This property is 3 +/- miles by roadway network to the nearest moderate to large scale subdivision. A traffic assessment was provided that shows acceptable Levels of Service. These LOSs are based on the rural nature of the area.

5.





**CZ-12-2020**

**APPLICANT:**

**MARY B. BOURNE REV.  
TRUST**

**REQUEST:**

**AG**

**TO**

**E-1**

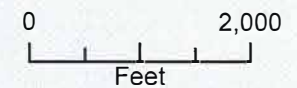
**MAP AND PARCEL**

**038 01700**

**+/- ACRES**

**230**

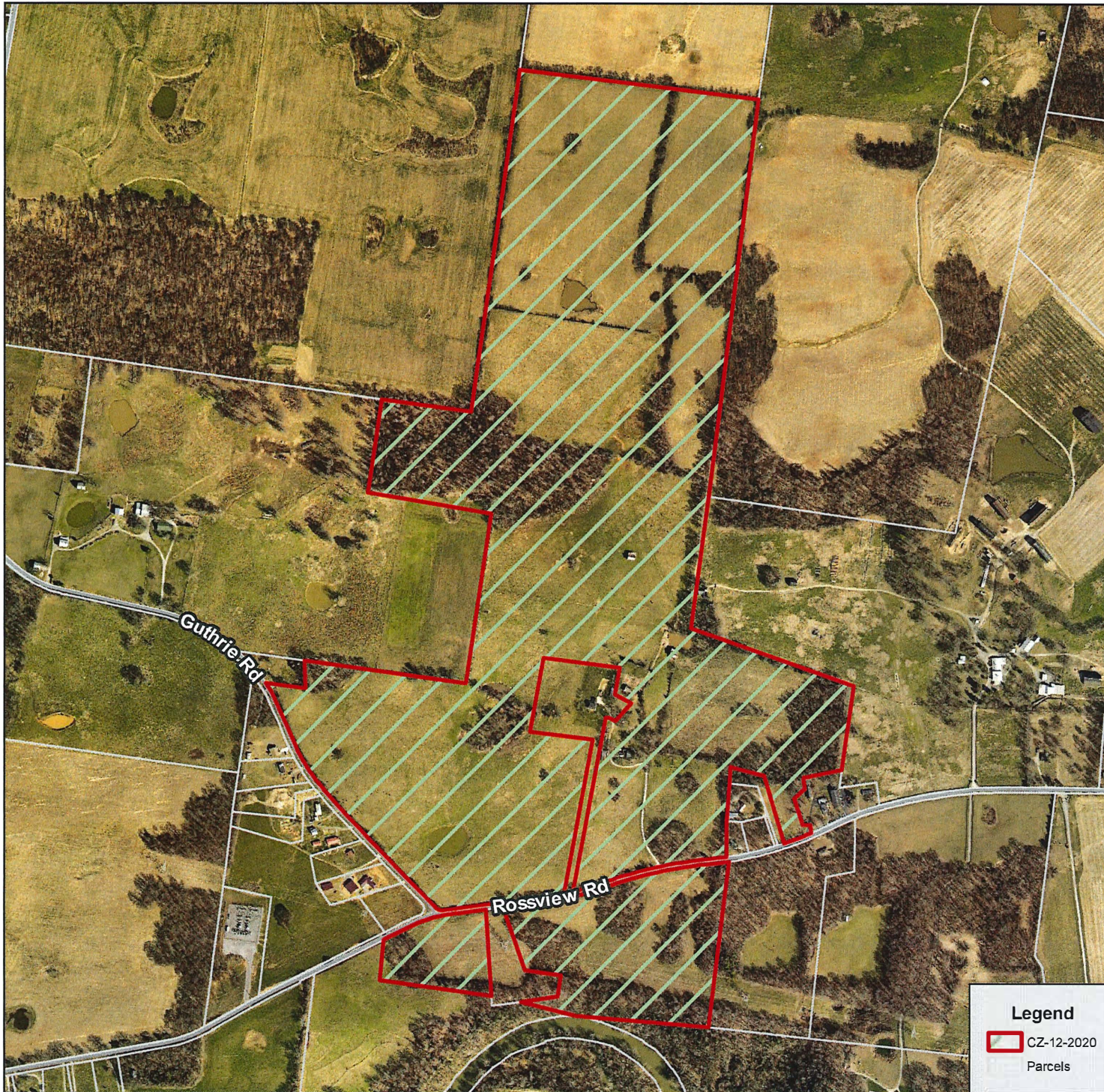
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7/29/2020







**CZ-12-2020**

**APPLICANT:**

**MARY B. BOURNE REV.  
TRUST**

**REQUEST:**

**AG**

**TO**

**E-1**

**MAP AND PARCEL**

**038 01700**

**+/- ACRES**


**230**

1:10,000



7/29/2020

**Legend**

 CZ-12-2020  
Parcels





**CZ-12-2020**

**APPLICANT:**

MARY B. BOURNE REV.  
TRUST

**REQUEST:**

**AG**

**TO**

**E-1**

**MAP AND PARCEL**

038 01700

**+/- ACRES**

230

**CASE NUMBER:** CZ 12 2020 **MEETING DATE** 9/23/2020

**APPLICANT:** Mary B Bourne Rev Trust Richard Brian Bourne

**PRESENT ZONING** AG **PROPOSED ZONING** E-1

**TAX PLAT #** 038 **PARCEL** 017.00

**GEN. LOCATION** Property located on the northeast corner of the Guthrie Road and Rossvie Road intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

A copy of e-mail is in the file.





City  
of  
Clarksville

John Spainhower <john.spainhower@cityofclarksville.com>

C2-12-2020

## Rezoning request for Corner of Guthrie Rd and Rossvie Rd

1 message

Rannah Earp <earp.rannah@gmail.com>  
To: john.spainhower@cityofclarksville.com

Mon, Jul 27, 2020 at 10:16 AM

Mr. John Spainhower, Zoning

This email is in reference to our conversation on 7/16/2020 reference the rezoning request for the approximate 230 acres at the corner of Rossvie Road and Guthrie Road.

My family and I have serious concerns about the acreage getting rezoned to E-1 single family homes with a minimum of one acre lots.

In its present state, the infrastructure in this area cannot withstand potentially the building of an additional 200 plus homes. The corner property is in a dangerous area of Rossvie Road (blind curves, hill) where one already has to use caution before turning into Guthrie Road. Guthrie Road is not a "main" road. The additional traffic will be too much for the road and also present a potential traffic hazard again due to blind curves on Guthrie Road leading up to Rossvie Road.

We are located at [3424 Guthrie Road](#) which is the end of the water line from the direction of Rossvie Road. We fear that the water department infrastructure will not be able to handle that many additional homes and will impact the water service for those of us who have lived in this area for decades.

It goes without saying that having that many new homes in this area will impact school zoning which is already overcrowded for this particular zoning area(s).

We are making some generous assumptions that with 230 acres that potentially 30-50 acres will be avoided due to sink holes or potential sink holes and will be used in creating roadways and common areas (park/playground). This would leave the potential of 180-200 new homes with one acre lots. We feel that most developers are in the business to turn a profit so we are making another assumption that the lot sizes will be the minimum required to generate the most profit.

Fire service protection in this area is volunteer which also raises another concern.

It was also mentioned that there is another similar rezoning request for the corner of Kirkwood and Buck. Although we do not live in that immediate area, some of the same concerns would apply with impact to the infrastructure, increased traffic in that area and school zoning.

I would like to say again that we are sincerely concerned for the impact that this Rossvie Rd/Guthrie Road rezoning would have on the infrastructure, safety and quality of life for those of us who have lived in this area for decades.

Thank you for your time...

Sincerely,

Rannah Earp

[3424 Guthrie Road, Clarksville, Tn 37043](#); phone 931-801-4492





**City  
of  
Clarksville**

John Spainhowerd <[john.spainhowerd@cityofclarksville.com](mailto:john.spainhowerd@cityofclarksville.com)>

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**Case number CZ-12-2020**

1 message

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**Sarah Burkholder** <[roofs275@gmail.com](mailto:roofs275@gmail.com)>

Tue, Aug 25, 2020 at 10:14 PM

To: [john.spainhowerd@cityofclarksville.com](mailto:john.spainhowerd@cityofclarksville.com)

Hello, my name is Sarah Burkholder. My husband and I live at [3255 Rossvie Road](#) and we recieved mail that the land that surrounds our home is trying to get the zone changed. My husband is a veteran who desperately needed to get out of the city and all the noise. We just purchased our home and feel that if the zone to be changed. The development of more homes would impede on our enjoyment of our home. The city continues to expand out in county and when will enough be enough? There is many wildlife that will no longer have a home and Clarksville hardly has an country living any longer.

Thank you,

Sarah Burkholder



**City  
of  
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

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**Fwd: CZ-12-2020 (Rossvie Rd. & Guthrie Rd.) Zoning Comments**

1 message

---

**John Spainhoward** <john.spainhoward@cityofclarksville.com>

Thu, Jul 30, 2020 at 2:46 PM

To: Jeffrey Tyndall <jeffrey.tyndall@cityofclarksville.com>

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

From: **Norm Brumblay** <norm.brumblay@cmcsc.net>

Date: Thu, Jul 30, 2020, 2:45 PM

Subject: RE: CZ-12-2020 (Rossvie Rd. & Guthrie Rd.) Zoning Comments

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

Cc: Judy Mastranton <Judy.Mastranton@cmcsc.net>

John - We based our comment for Case CZ-12-2020 on the zoning ordinances for E-1 which allows for 1 acre lots. Until we see a plat or a site design we must assume the designers intent is to maximize units per acre rather than minimize them.

We were not provided with the traffic assessment information you reference indicating that the property would generate 150 lots. We made simply made a conservative estimate based on total acres.

We will be glad to consider your 10 year lot yield for future comments if you provide it.

What we want your committee to note in this case, and in other cases where you receive comment from us: The schools we are commenting on are ALREADY over capacity or approaching capacity. The actual number of lots that will eventually be approved on zoning cases will not be generating students for a number of years. What is important for the Planning Commission to understand is that these lots will be cumulative (on top of what's already there). There are already over 1,700 available lots in this region where schools are already over capacity. Whether your committee considers 150 lots or 230 lots in this case, we just want them to understand that those lots will be cumulative with the other 200+/- lots that have been approved in this region since January. On top of the existing 1,700 lots that we do not currently have the capacity to serve.

The actual number of lots that CMCSS will use for planning purposes is provided to us by the RPC after those plats have been approved.

Thanks for double checking,

**Norm Brumblay**  
Operations Director and Facilities Engineering Manager,  
Operations Department  
**Clarksville-Montgomery County School System**

Office: 931-358-4235

Fax: 931-358-9403

Email: norm.brumblay@cmcsc.net

 Description: Clarksville-Montgomery County School System

**From:** John Spainhoward <john.spainhoward@cityofclarksville.com>

**Sent:** Tuesday, July 28, 2020 3:59 PM

**To:** James Sumrell <james.sumrell@cmcsc.net>; Norm Brumblay <norm.brumblay@cmcsc.net>

**Cc:** Jeffrey Tyndall <jeffrey.tyndall@cityofclarksville.com>; Sonny Emmert <sonny.emmert@cityofclarksville.com>

**Subject:** CZ-12-2020 (Rossvie Rd. & Guthrie Rd.) Zoning Comments

**\*\*\* WARNING! This email originated from OUTSIDE of CMCS. Do NOT reply, click links or open attachments unless you trust the sender's address and know the content is safe. -- CMCS Technology \*\*\***

Gentlemen,

I wanted to follow up regarding the CMCS comments for CZ-12-2020 (Rossvie Rd. & Guthrie Rd.) The comment states that 230 acres of E-1 lots of 1 acre or more would have the potential of adding 230 single-family homes.

Please be aware that the historical estimate for E-1 zoning is 0.645 lots per acre. The proposed 230 acres would historically produce 148 +/- lots. This takes into account the roadway infrastructure, topography etc. This is also in line with the Traffic Assessment submittal that anticipates the property to generate 150 single-family lots.

We are due to update the "10 Year Historical Lot Yield" for each zoning classification. If your office would like those yields please let me know. We would be happy to share the data.

Regards,



**John T. Spainhoward, Jr.** *Deputy Director of Planning*

*Clarksville Montgomery County Regional Planning Commission*

931.645.7448 john.spainhoward@cityofclarksville.com

329 Main Street Clarksville, TN 37040

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 9/23/2020

**CASE NUMBER:** CZ - 17 -2020

**NAME OF APPLICANT:**Stephen Corlew

**AGENT:**

---

**GENERAL INFORMATION**

**TAX PLAT:** 100

**PARCEL(S):** 125.00

**ACREAGE TO BE REZONED:** 2.78

**PRESENT ZONING:** AG

**PROPOSED ZONING:** E-1

**EXTENSION OF ZONING**

**CLASSIFICATION:** NO

**PROPERTY LOCATION:** Property fronting on the west frontage of Ussery Rd. South, 350 +/- feet northwest of the Ussery Rd. South & Ussery Ln. intersection.

**CITY COUNCIL WARD:** NA      **COUNTY COMMISSION DISTRICT:** 6      **CIVIL DISTRICT:** 13

**DESCRIPTION OF PROPERTY:** Existing single family wooded home site with varying topography.

**APPLICANT'S STATEMENT** To subdivide the existing house on a 1 acre lot for the construction of a new home on the  
**FOR PROPOSED USE:** remaining 1.78 acres.

**GROWTH PLAN AREA:** RA      **PLANNING AREA:** Cumberland

**PREVIOUS ZONING HISTORY:**

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

- ☐ GAS AND WATER ENG. SUPPORT MGR.
- ☐ GAS AND WATER ENG. SUPPORT COOR.
- ☒ UTILITY DISTRICT
- ☐ CITY STREET DEPT.
- ☐ TRAFFIC ENG. - ST. DEPT.
- ☒ COUNTY HIGHWAY DEPT.
- ☒ CEMC
- ☐ DEPT. OF ELECTRICITY (CDE)

- ☐ ATT
- ☐ FIRE DEPARTMENT
- ☒ EMERGENCY MANAGEMENT
- ☐ POLICE DEPARTMENT
- ☒ SHERIFF'S DEPARTMENT
- ☐ CITY BUILDING DEPT.
- ☒ COUNTY BUILDING DEPT.
- ☒ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL

- ☒ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ CHARTER COMM.
- ☐ Other...

#### 1. CITY ENGINEER/UTILITY DISTRICT:

No Comment(s) Received

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

Comments received from department and they had no concerns.

#### 3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

#### 4. CDE/CEMC:

No Comment(s) Received

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

Comments received from department and they had no concerns.

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

No Comment(s) Received

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

Comments received from department and they had no concerns.

#### 8. SCHOOL SYSTEM:

ELEMENTARY: CUMBERLAND  
MIDDLE SCHOOL: MONTGOMERY  
HIGH SCHOOL: MONTGOMERY

Montgomery Central Middle School is at 102% capacity & currently has 4 portable classrooms. CMCSS has added an average of 10 portable classrooms each year for the last 4 years. CMCSS has not constructed a school since 2015 & is at it's highest growth rate in 30 years. This continued student growth necessitates additional action to address building capacity growth & school bus transportation needs in Montgomery County. This development will contribute additional students & neither infrastructure, funding, nor processes are in place at this time to address housing development in this region!

#### 9. FT. CAMPBELL:

#### 10. OTHER COMMENTS:

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

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

**IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT:** Increased single family residential density.

**INFRASTRUCTURE:**

**WATER SOURCE:** CUMBERLAND HEIGHTS

**SEWER SOURCE:** SEPTIC

**STREET/ROAD ACCESSIBILITY:** Ussery Road South

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**2**

**2**

**POPULATION:**

**APPLICABLE LAND USE PLAN**

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

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

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The proposed E-1 zoning request is a reasonable request with a limited amount of acreage considered & is not out of character with the node of development in the area.
- 3.** Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.
- 4.**
- 5.**





**CZ-17-2020**

**APPLICANT:**  
**STEPHEN CORLEW**

**REQUEST:**  
**AG**  
**TO**  
**E-1**

**MAP AND PARCEL**  
**100 12500**

**+/- ACRES**  
**2.78**

1:15,000



9/23/2020







**CZ-17-2020**


**APPLICANT:**  
**STEPHEN CORLEW**

**REQUEST:**  
**AG**  
**TO**  
**E-1**

**MAP AND PARCEL**  
**100 12500**

**+/- ACRES**  
**2.78**

**Legend**

 CZ-17-2020  
Parcels

1:1,500

0 150  
Feet

9/23/2020





**CZ-17-2020**

**APPLICANT:**  
STEPHEN CORLEW

**REQUEST:**  
**AG**  
TO  
**E-1**  
**MAP AND PARCEL**  
100 12500

**+/- ACRES**  
2.78

1:10,000

0 1,000  
Feet

9/23/2020

**CASE NUMBER:** CZ 17 2020 **MEETING DATE** 9/23/2020

**APPLICANT:** Stephen Corlew

**PRESENT ZONING** AG

**PROPOSED ZONING** E-1

**TAX PLAT #** 100

**PARCEL** 125.00

**GEN. LOCATION** Property fronting on the west frontage of Ussery Rd. South, 350 +/- feet northwest of the Ussery Rd. South & Ussery Ln. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 9:30 A.M. on 9/23/2020 (A.L.)



**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE** 09/23/2020

**CASE NUMBER:** CZ - 18 -2020

**NAME OF APPLICANT:**David W Adkins

**AGENT:**

---

**GENERAL INFORMATION**

**TAX PLAT:** 104

**PARCEL(S):** 51.19 p/o

**ACREAGE TO BE REZONED:** 1.0

**PRESENT ZONING:** AG

**PROPOSED ZONING:** E-1

**EXTENSION OF ZONING**

**CLASSIFICATION:** NO

**PROPERTY LOCATION:** Property fronting on the east frontage of Pace Rd., 1,100 +/- feet south of the Shady Grove Rd. & Pace Rd. intersection.

**CITY COUNCIL WARD:** NA      **COUNTY COMMISSION DISTRICT:** 3      **CIVIL DISTRICT:** 10

**DESCRIPTION OF PROPERTY:** Existing single family home site.

**APPLICANT'S STATEMENT** No reason given by the applicant.  
**FOR PROPOSED USE:**

**GROWTH PLAN AREA:** RA      **PLANNING AREA:** Sango

**PREVIOUS ZONING HISTORY:**

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

- ☐ GAS AND WATER ENG. SUPPORT MGR.
- ☐ GAS AND WATER ENG. SUPPORT COOR.
- ☒ UTILITY DISTRICT
- ☐ CITY STREET DEPT.
- ☐ TRAFFIC ENG. - ST. DEPT.
- ☒ COUNTY HIGHWAY DEPT.
- ☒ CEMC
- ☐ DEPT. OF ELECTRICITY (CDE)

- ☐ ATT
- ☐ FIRE DEPARTMENT
- ☒ EMERGENCY MANAGEMENT
- ☐ POLICE DEPARTMENT
- ☒ SHERIFF'S DEPARTMENT
- ☐ CITY BUILDING DEPT.
- ☒ COUNTY BUILDING DEPT.
- ☐ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL

- ☒ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ CHARTER COMM.
- ☐ Other...

#### 1. CITY ENGINEER/UTILITY DISTRICT:

No Comment(s) Received

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

No Comment(s) Received

#### 3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

#### 4. CDE/CEMC:

No Comment(s) Received

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

Comments received from department and they had no concerns.

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

No Comment(s) Received

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

Comments received from department and they had no concerns.

#### 8. SCHOOL SYSTEM:

ELEMENTARY: EAST MONTGOMERY

MIDDLE SCHOOL: RICHVIEW

HIGH SCHOOL: CLARKSVILLE

#### 9. FT. CAMPBELL:

#### 10. OTHER COMMENTS:

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

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

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

**INFRASTRUCTURE:**

**WATER SOURCE:** EAST MONTGOMERY

**SEWER SOURCE:** SEPTIC

**STREET/ROAD ACCESSIBILITY:** Pace Road

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**POPULATION:**

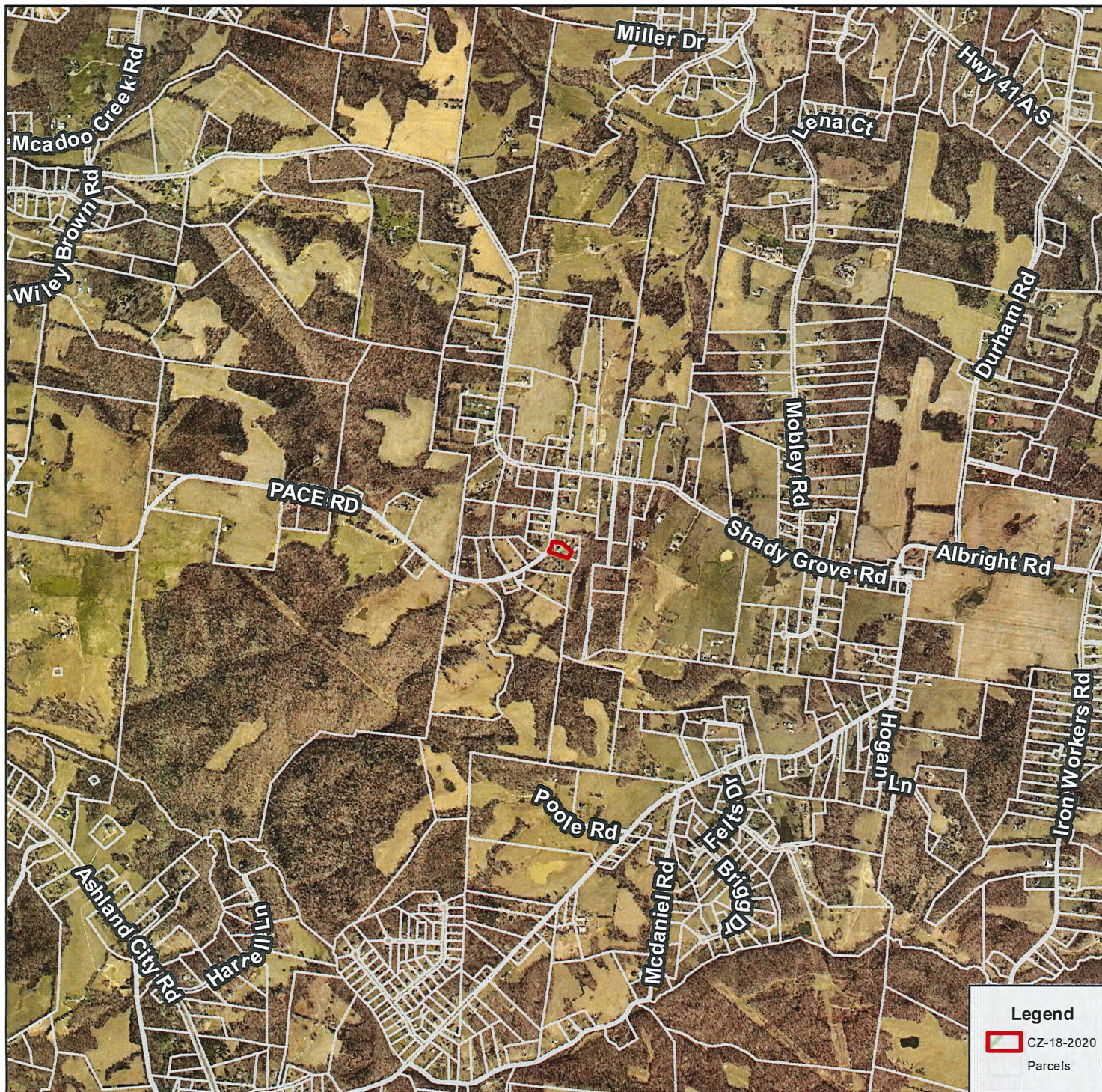
**APPLICABLE LAND USE PLAN**

Sango Planning Area: Growth rate for this area is above the overall county average. US 41-A South is the major east-west corridor spanning this area & provides an alternative to I-24 as a route to Nashville. SR 12 is also a corridor that provides a good linkage to employment, shopping and schools and should continue to support future growth in this portion of the planning area.

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

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The E-1 zoning request will afford the applicant to re-plat the lot to 1 acre & to add the garage at the rear of the property to the adjoining lot. This request does not increase the lot yield.
3. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.
- 4.
- 5.





**CZ-18-2020**

**APPLICANT:**  
DAVID W. ADKINS

**REQUEST:**  
**AG**  
**TO**  
**E-1**

**MAP AND PARCEL**  
**104 05119**


**+/- ACRES**  
**1**

1:24,000

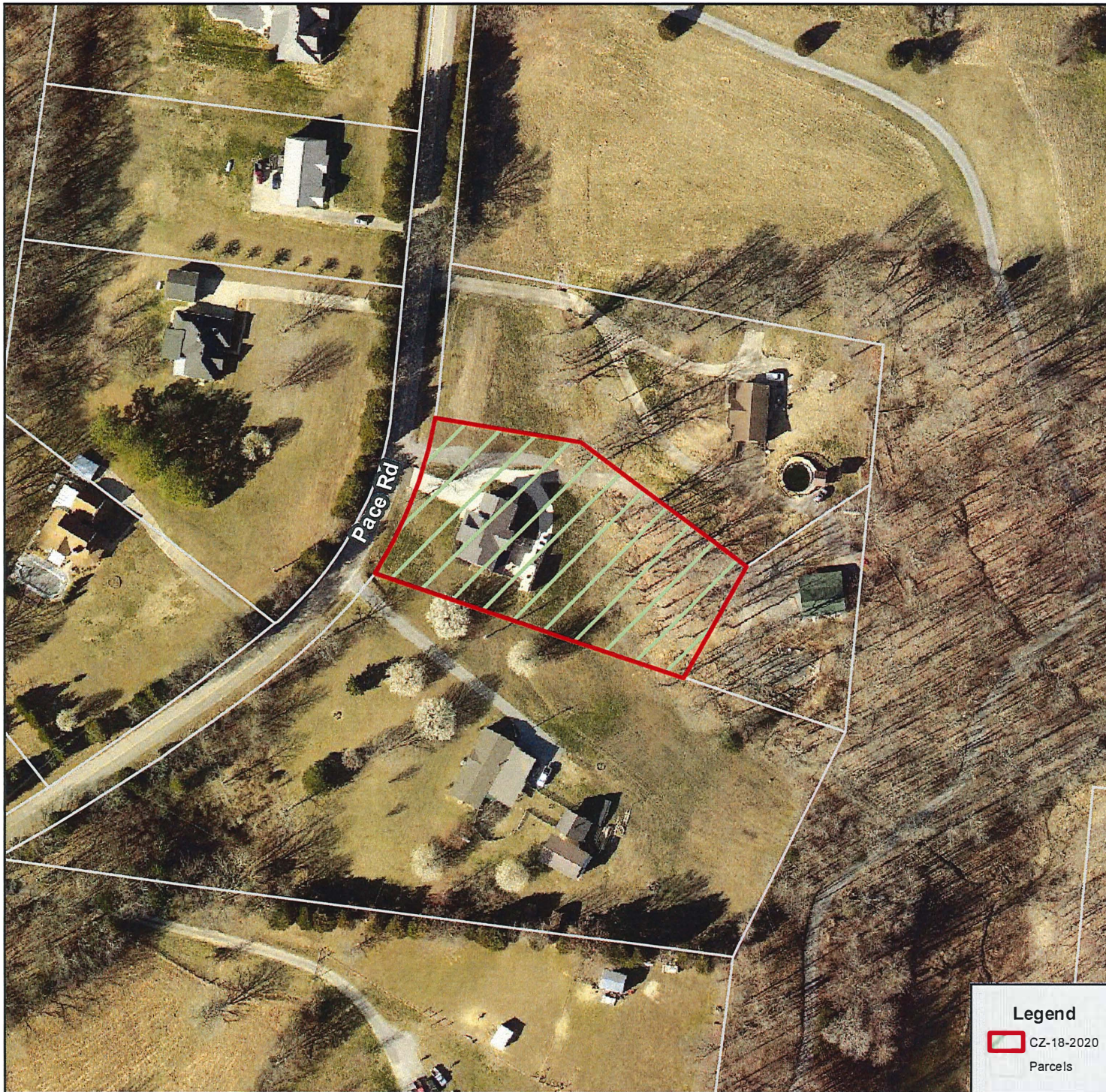


9/23/2020

**Legend**

 CZ-18-2020  
Parcels





**CZ-18-2020**



**APPLICANT:**  
**DAVID W. ADKINS**

**REQUEST:**  
**AG**  
**TO**  
**E-1**

**MAP AND PARCEL**  
**104 05119**

**+/- ACRES**  
**1**

**Legend**

 CZ-18-2020  
 Parcels

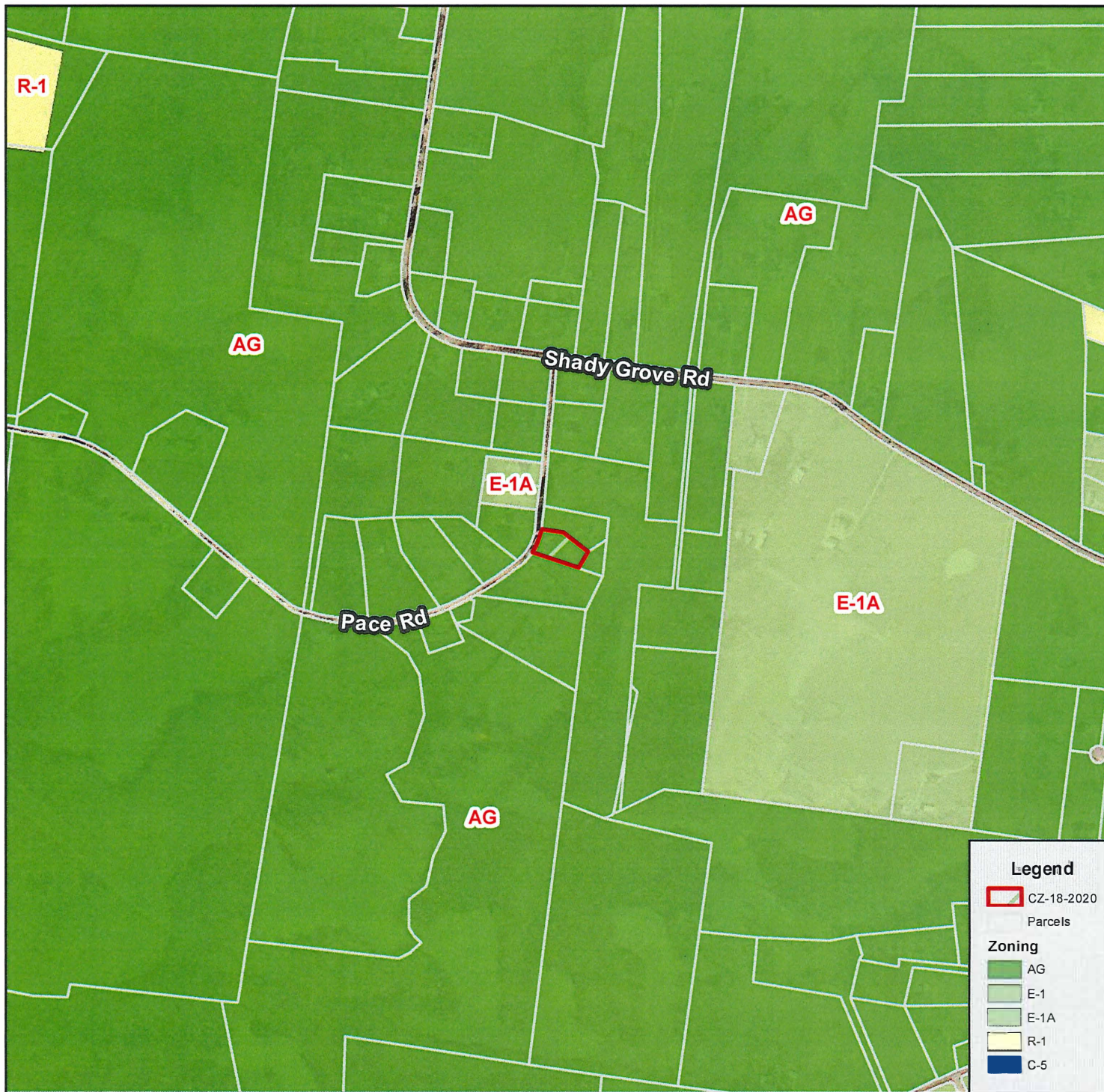
1:1,500

0 150  
Feet

9/23/2020







**CZ-18-2020**

**APPLICANT:**  
DAVID W. ADKINS

**REQUEST:**  
**AG**  
**TO**  
**E-1**

**MAP AND PARCEL**  
**104 05119**

**+/- ACRES**  
**1**

1:10,000

0 1,000  
Feet

9/23/2020

**CASE NUMBER:** CZ 18 2020 **MEETING DATE** 09/23/2020

**APPLICANT:** David W Adkins

**PRESENT ZONING** AG

**PROPOSED ZONING** E-1

**TAX PLAT #** 104

**PARCEL** 51.19 p/o

**GEN. LOCATION** Property fronting on the east frontage of Pace Rd., 1,100 +/- feet south of the Shady Grove Rd. & Pace Rd. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 9:30 A.M. on 9/23/2020 (A.L.)

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 09/23/2020

**CASE NUMBER:** CZ - 19 -2020

**NAME OF APPLICANT:**Eagles Bluff

**AGENT:**

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**GENERAL INFORMATION**

**TAX PLAT:** 053

**PARCEL(S):** 031.00

**ACREAGE TO BE REZONED:** 6.10

**PRESENT ZONING:** C-5

**PROPOSED ZONING:** R-4

**EXTENSION OF ZONING**

**CLASSIFICATION:** NO

**PROPERTY LOCATION:** Property fronting on the north frontage of Dover Rd. (US 79). 1,585 +/- feet east of the Dover Rd. (US 79) & Liberty Church Rd. intersection.

**CITY COUNCIL WARD:** NA      **COUNTY COMMISSION DISTRICT:** 10      **CIVIL DISTRICT:** 8

**DESCRIPTION OF PROPERTY:** An existing duplex on a 6 acre tract.

**APPLICANT'S STATEMENT FOR PROPOSED USE:** To bring existing use into code compliance

**GROWTH PLAN AREA:** UGB      **PLANNING AREA:** Lafayette

**PREVIOUS ZONING HISTORY:**



# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☒ UTILITY DISTRICT
- ☐ CITY STREET DEPT.
- ☐ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☒ CEMC
- ☐ DEPT. OF ELECTRICITY (CDE)

- ☐ ATT
- ☐ FIRE DEPARTMENT
- ☒ EMERGENCY MANAGEMENT
- ☐ POLICE DEPARTMENT
- ☒ SHERIFF'S DEPARTMENT
- ☐ CITY BUILDING DEPT.
- ☒ COUNTY BUILDING DEPT.
- ☒ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL

- ☐ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ CHARTER COMM.
- ☐ Other...

#### 1. CITY ENGINEER/UTILITY DISTRICT:

City Council approval required for the extension of sewer. The water is furnished by the Woodlawn Utility District.

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

No Comment(s) Received

#### 3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

#### 4. CDE/CEMC:

No Comment(s) Received

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

Comments received from department and they had no concerns.

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

No Comment(s) Received

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

Comments received from department and they had no concerns.

#### 8. SCHOOL SYSTEM:

ELEMENTARY: LIBERTY  
MIDDLE SCHOOL: NEW PROVIDENCE  
HIGH SCHOOL: NORTHWEST

Libert Elem., New Providence & Northwest High are in the fourth fastest growing region in Montgomery County. Liberty Elem. is at 104% capacity & currently has 4 portables. New Providence Middle School is at 96% capacity & currently has 1 portable classroom. Northwest high is at 84% capacity. CMCSS has added an average of 10 portable classrooms each year for the last 4 years. CMCSS has not constructed a school since 2015 & is at it's highest growth rate in 30 years. This continued student growth necessitates additional action to address building capacity growth & school bus transportation needs in Montgomery County. This development will contribute additional students & neither infrastructure, funding, nor processes are in place at this time to address housing development in this region!

#### 9. FT. CAMPBELL:

#### 10. OTHER COMMENTS:

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

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

**IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT:** Increased residential density. (multi-family)

**INFRASTRUCTURE:**

**WATER SOURCE:** WOODLAWN

**SEWER SOURCE:** REQUIRES COUNCIL  
APPROVAL

**STREET/ROAD ACCESSIBILITY:** Dover Road (US 79)

**DRAINAGE COMMENTS:**

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES**

**LOTS/UNITS:** 72

**POPULATION:** 194

**APPLICABLE LAND USE PLAN**

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

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

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The proposed R-4 Multifamily residential district is not out of character with the established commercial & residential uses that are in the area. The existing structure on the property is a duplex residential unit.
3. The adopted Land Use Plan states that it is encouraged to maintain a desirable mixture of housing types throughout the community.
4. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.

5.





**CZ-19-2020**

**APPLICANT:**

**EAGLES BLUFF  
PARTNERSHIP**

**REQUEST:**

**C-5**

**TO**

**R-4**

**MAP AND PARCEL**

**053 03100**

**+/- ACRES**



**6.1**

1:15,000



9/23/2020

**Legend**

 CZ-19-2020  
 Parcels





**CZ-19-2020**

**APPLICANT:**

**EAGLES BLUFF  
PARTNERSHIP**

**REQUEST:**

**C-5**

**TO**

**R-4**

**MAP AND PARCEL**

**053 03100**

**+/- ACRES**


**6.1**

1:2,500

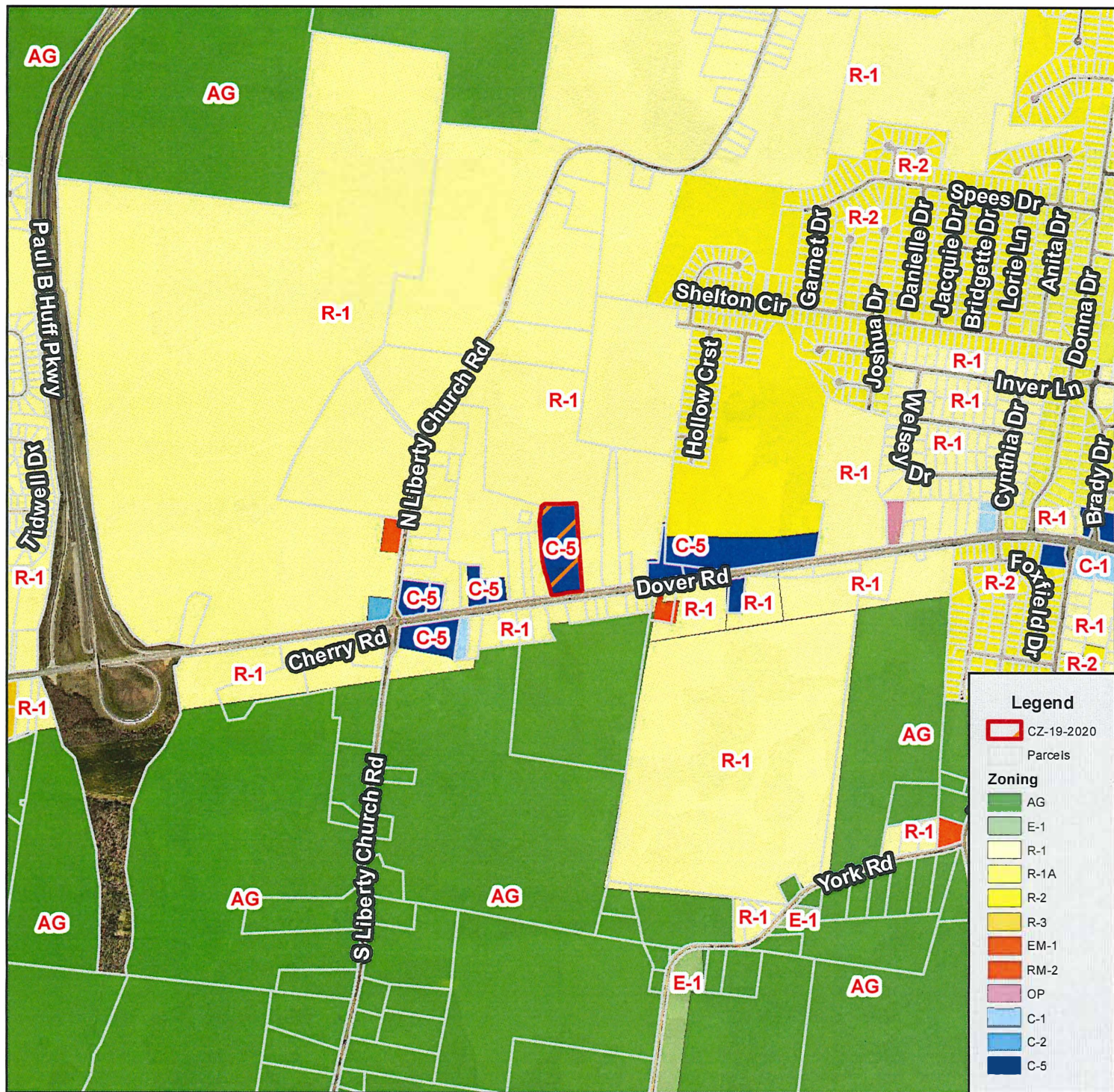


9/23/2020

**Legend**

 CZ-19-2020  
Parcels





**CZ-19-2020**

**APPLICANT:**

**EAGLES BLUFF  
PARTNERSHIP**

**REQUEST:**

**C-5**

**TO**

**R-4**

**MAP AND PARCEL**

**053 03100**

**+/- ACRES**

**6.1**

1:15,000



9/23/2020

**CASE NUMBER:** CZ 19 2020 **MEETING DATE** 09/23/2020

**APPLICANT:** Eagles Bluff Partnership

**PRESENT ZONING** C-5

**PROPOSED ZONING** R-4

**TAX PLAT #** 053

**PARCEL** 031.00

**GEN. LOCATION** Property fronting on the north frontage of Dover Rd. (US 79). 1,585 +/- feet east of the Dover Rd. (US 79) & Liberty Church Rd. intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 9:30 A.M. on 9/23/2020 (A.L.)



**RESOLUTION TO APPROPRIATE FUNDS FROM THE  
SHERIFF'S OFFICE DATA PROCESSING RESERVE ACCOUNT**

**WHEREAS**, Tennessee Code Annotated 8-21-901, subdivision (a)(5)(A), levies a \$2.00 fee for data processing services that shall be held in reserve and allocated in accordance with (a)(5)(B) of the same statute for computerization, information systems and electronic records management costs of the sheriff's office; and

**WHEREAS**, the Sheriff's Office has identified a need to appropriate a portion of these reserve funds to purchase certain computer equipment to transact and conduct the affairs of the office.

**NOW THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this 12<sup>th</sup> day of October 2020 that \$15,000.00 be appropriated from the Sheriff's Office Data Processing reserve account; and

**BE IT FURTHER RESOLVED** that the Director of Accounts and Budgets amend the following accounts accordingly:

|                       |                          |               |
|-----------------------|--------------------------|---------------|
| REVENUE               | 101-54110-00000-54-34465 | <\$15,000.00> |
| DATA PROCESSING EQUIP | 101-54110-00000-54-57090 | \$15,000.00   |

**Duly passed and approved this 12<sup>th</sup> day of October 2020.**

Sponsor

Commissioner

Approved

County Mayor

Attest

County Clerk

**RESOLUTION TO AMEND THE SHERIFF'S OFFICE  
VEHICLE BUDGET FOR  
FISCAL YEAR 2020**

**WHEREAS**, the Sheriff's Office has received proceeds from vehicle insurance recovery; and the sale of court awarded vehicles and equipment; and

**WHEREAS**, it is necessary that these funds, be appropriated to maintain the Sheriff's Office fleet program.

**NOW THEREFORE BE IT RESOLVED**, by the Montgomery County Board of Commissioners, assembled in regular business session on this 12<sup>th</sup> day of October 2020 that \$85,384.88 of revenue be appropriated, and that the Director of Accounts and Budgets amend the following accounts accordingly:

|                          |                               |                       |
|--------------------------|-------------------------------|-----------------------|
| 101-54110-00000-54-42910 | Proceeds Confiscated Property | \$ (47,364.88)        |
| 101-54110-00000-54-49700 | Insurance Recovery            | \$ (38,020.00)        |
|                          | <b>Revenue Subtotal</b>       | <b>\$ (85,384.88)</b> |
| 101-54110-00000-54-57180 | Motor Vehicles                | \$ 82,084.88          |
| 101-54110-00000-54-57990 | Other Capital                 | \$ 3,300.00           |
|                          | <b>Expense Subtotal</b>       | <b>\$ 85,384.88</b>   |
|                          | <b>Total Cost</b>             | <b>\$ -0-</b>         |

**Duly passed and approved this 12<sup>th</sup> day of October 2020.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk



**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY CAPITAL  
PROJECTS FUND APPROPRIATING FUNDS RECEIVED FROM THE GOVERNOR'S  
LOCAL GOVERNMENT SUPPORT GRANT**

**WHEREAS**, Tennessee Public Chapter No. 651, Title III-22, Items 10.33-34 established the Governor's Local Government Support Grants (LGSG) which provides funding that local governments may request; and

**WHEREAS**, Montgomery County is in need of funding for projects that meet all of the requirements of Tennessee Public Chapter No. 651, Title III-22, 10.33-34; and

**WHEREAS**, the Montgomery County Sheriff's Office and Montgomery County Emergency Medical Services have requested to use these funds for the purchase of items necessary to the operations of their respective departments; and

**WHEREAS**, it is agreed Montgomery County will comply with the Terms of Agreement prescribed by the State Department of Finance and Administration; and

**WHEREAS**, the Montgomery County Sheriff's Office will use these funds for the purchase of ~~four (4)~~ **six (6)** marked patrol vehicles, ~~two (2)~~ **three (3)** unmarked vehicles, and one (1) transport van for a total cost of ~~three hundred forty thousand nine hundred eighty dollars (\$340,980)~~ **four hundred seventy-three thousand six hundred eighty-nine dollars (\$473,689)**; and

**WHEREAS**, the Montgomery County Emergency Medical Service's current Onboard Mobile Gateway (OMG) system will lose support as of December 31, 2020; and

**WHEREAS**, the cost of replacement of the OMG will be fifty-three thousand two hundred dollars (\$53,200).

**NOW, THEREFORE BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 12<sup>th</sup> day of October 2020 that the Fiscal Year 2021 budget of the Capital Projects fund be amended using funds from the Local Government Support Grant in the amount of ~~three hundred ninety-four one hundred eighty dollars (\$394,180)~~ **five hundred twenty-six thousand eight hundred eighty-nine dollars (\$526,889)** to be appropriated for the purchase of the items as mentioned above for the Montgomery County Sheriff's Office and Emergency Medical Services in the accounts as follows:

|  |                          |
|--|--------------------------|
| <del>171-91130-00000-91-57180-TR600 (Motor Vehicles)</del> | <del>\$ 340,980.00</del> |
| <b>171-91130-00000-91-57180-TR600 (Motor Vehicles)</b>     | <b>\$ 473,689.00</b>     |
| 171-91140-00000-91-57090-TR800 (Data Processing Equipment) | \$ 53,200.00             |
| <b>TOTALS</b>  | <b>\$ 526,889.00</b>     |

**Duly approved this 12<sup>th</sup> day of October 2020.**

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

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

**WHEREAS**, the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office, has advised the Sheriff of Montgomery County that funding allocations for a Selective Traffic Enforcement Program consisting of county-wide saturation patrols, seatbelt enforcement and sobriety checkpoints have been approved with Montgomery County receiving a grant allocation for the period beginning October 1, 2020, through September 30, 2021; and

**WHEREAS**, the Tennessee Highway Safety Office, has advised that Montgomery County is approved for these funds in the amount of \$50,800.00; said program is one hundred percent (100%) grant funded, requiring no local matching funds during the allocation period and has no requirements for continuation funding upon expiration of the grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 12<sup>th</sup> day of October 2020, that Montgomery County accept this Selective Traffic Enforcement Program Grant in the amount of \$50,800.00; and

**BE IT FURTHER RESOLVED** upon receipt of the fully executed grant agreement, the Director of Accounts and Budgets shall establish the necessary fund accounts providing for related revenues and expenditures stated in the contract, this resolution intends to have the effect of appropriation to that purpose accordingly, herein stated and listed as detailed below:

|                   |                                |                    |
|-------------------|--------------------------------|--------------------|
| REVENUE           | 101-54110-00000-54-47590-G2030 | < \$50,800.00 >    |
| OVERTIME          | 101-54110-00000-54-51870-G2030 | \$25,575.00        |
| SOCIAL SECURITY   | 101-54110-00000-54-52010-G2030 | \$ 1,700.00        |
| STATE RETIREMENT  | 101-54110-00000-54-52040-G2030 | \$ 2,100.00        |
| MEDICARE          | 101-54110-00000-54-52120-G2030 | \$ 625.00          |
| TRAVEL            | 101-54110-00000-54-53550-G2030 | \$ 400.00          |
| OTHER SUPP & MAT. | 101-54110-00000-54-54990-G2030 | \$ 400.00          |
| OTHER CAPITAL     | 101-54110-00000-54-57990-G2030 | \$20,000.00        |
|                   | <b>TOTAL</b>                   | <b>\$50,800.00</b> |

**Duly passed and approved this 12<sup>th</sup> day of October 2020.**

Sponsor



Commissioner



Approved

\_\_\_\_\_


County Mayor

Attested

\_\_\_\_\_

County Clerk



|   |              |   |   |                                       |                                    |
|---|--------------|---|---|---------------------------------------|------------------------------------|
|  <b>GOVERNMENTAL GRANT CONTRACT</b><br>(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) |              |   |   |                                       |                                    |
| <b>Begin Date</b><br>October 01, 2020   |              | <b>End Date</b><br>September 30, 2021       |   | <b>Agency Tracking #</b><br>Z21THS203 | <b>Edison ID</b><br>66297 (PT)     |
| <b>Grantee Legal Entity Name</b><br>Montgomery County Sheriff's Department  |              |   |   |                                       | <b>Edison Vendor ID</b><br>36      |
| <b>Subrecipient or Contractor</b>   |              | <b>CFDA # 20.600</b>                        |   |                                       |                                    |
| <input checked="" type="checkbox"/> Subrecipient<br><input type="checkbox"/> Contractor   |              | <b>Grantee's fiscal year end 06/30/2021</b> |   |                                       |                                    |
| <b>Service Caption</b> (one line only)<br>Community-Based Traffic Safety Enforcement and Education  |              |   |   |                                       |                                    |
| <b>Funding —</b>  |              |   |   |                                       |                                    |
| <b>FY</b>   | <b>State</b> | <b>Federal</b>                              | <b>Interdepartmental</b>  | <b>Other</b>                          | <b>TOTAL Grant Contract Amount</b> |
| 2021  |              | \$50,800.00                                 |   |                                       | \$50,800.00                        |
|   |              |   |   |                                       |                                    |
|   |              |   |   |                                       |                                    |
|   |              |   |   |                                       |                                    |
|   |              |   |   |                                       |                                    |
| <b>TOTAL:</b>   |              | <b>\$50,800.00</b>                          |   |                                       | <b>\$50,800.00</b>                 |
| <b>Grantee Selection Process Summary</b>  |              |   |   |                                       |                                    |
| <input checked="" type="checkbox"/> Competitive Selection<br><br><input type="checkbox"/> Non-competitive Selection   |              |   | Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN. |                                       |                                    |
| <b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.   |              |   | CPO USE - GG  |                                       |                                    |
| <b>Speed Chart</b> (optional)   |              | <b>Account Code</b> (optional)<br>71301000  |   |                                       |                                    |

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
Montgomery County Sheriff's Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Montgomery County Sheriff's Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 36

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

| Monthly Claims and Status Reports |               |
|-----------------------------------|---------------|
| Reporting Period                  | Due Date      |
| October                           | December 1st  |
| November                          | January 1st   |
| December                          | February 1st  |
| January                           | March 1st     |
| February                          | April 1st     |
| March                             | May 1st       |
| April                             | June 1st      |
| May                               | July 1st      |
| June                              | August 1st    |
| July                              | September 1st |
| August                            | October 1st   |
| September                         | November 1st  |

| Quarterly Claims and Status Reports |              |
|-------------------------------------|--------------|
| Reporting Period                    | Due Date     |
| October 1 through December 31       | February 1st |
| January 1 through March 31          | May 1st      |
| April 1 through June 30             | August 1st   |
| July 1 through September 30         | November 1st |



The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- g. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- h. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- i. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
- j. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- k. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- l. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
  - b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
  - c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
    - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  - d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
  - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
  - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at [www.THSOGrants.org](http://www.THSOGrants.org).
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**



This Grant Contract shall be effective on October 01, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty Thousand Eight Hundred Dollars and Zero Cents (\$50,800.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office  
Tennessee Tower, 25th Floor  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
  - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any



changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Buddy Lewis, Director  
Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office  
Tennessee Tower, 25<sup>th</sup> Floor  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243  
Telephone #: (615) 251-8594  
FAX #: (615) 253-5523

The Grantee:

JAMES DERICO, DEPUTY  
Montgomery County Sheriff's Department  
120 Commerce Street  
Clarksville, Tennessee 37040  
Email Address: jwderico@montgomerycountyttn.org  
Telephone # (931) 648-0611  
FAX # (931) 553-5114

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon



reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.  
 If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three  
 When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.  
 A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317 through 200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract



is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security

interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that



any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or

made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$25,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
  - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial




Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Montgomery County Sheriff's Department:

|   |                         |
|---|-------------------------|
| <br>_____<br>GRANTEE SIGNATURE | 9/8/20<br>_____<br>DATE |
| John S. Fuson Sheriff.<br>_____<br>PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)                            |                         |

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

\_\_\_\_\_  
 JEFF LONG, COMMISSIONER

\_\_\_\_\_  
 DATE

## ATTACHMENT TWO

**Federal Award Identification Worksheet**

|  |  |
|--|--|
| Subrecipient's name (must match registered name in DUNS)   | Montgomery County Sheriff's Department   |
| Subrecipient's DUNS number   | 9771762  |
| Federal Award Identification Number (FAIN)   | 69A37521300004020TN0   |
| Federal award date   | 10/01/2020   |
| CFDA number and name   | 20.600, State and Community Highway Safety   |
| Grant contract's begin date  | 10/01/2020   |
| Grant contract's end date  | 09/30/2021   |
| Amount of federal funds obligated by this grant contract   | \$50,800.00  |
| Total amount of federal funds obligated to the subrecipient  | \$50,800.00  |
| Total amount of the federal award to the pass-through entity (Grantor State Agency)                            | \$5,738,841.82   |
| Name of federal awarding agency  | Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office  |
| Name and contact information for the federal awarding official   | Buddy Lewis, Director<br>Tennessee Highway Safety Office<br>Tennessee Tower, 25th Floor<br>312 Rosa L. Parks Avenue<br>Nashville, TN 37243<br>Telephone #: (615) 741-2589<br>FAX #: (615) 253-5523 |
| Is the federal award for research and development?   | No   |
| Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate) | 0%   |



\*Montgomery County Government signs one of these and files it with the state for all our Grants. \*spH

02-20-20 GG

### ATTACHMENT THREE

#### Parent Child Information

**The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 36

Is Montgomery County Sheriff's Department a parent? Yes\_\_\_ No\_\_\_

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Montgomery County Sheriff's Department a child? Yes\_\_\_ No\_\_\_

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

**RESOLUTION AMENDING THE BUDGET OF MONTGOMERY COUNTY  
INFORMATION TECHNOLOGY FOR THE REGRADING OF POSITIONS WITHIN  
THE INFORMATION TECHNOLOGY DEPARTMENT**

**WHEREAS**, Montgomery County is one of the fastest growing communities in Tennessee and the Montgomery County Information Technology must continue to efficiently and effectively meet the growing needs of the departments of Montgomery County as well as its citizens, and

**WHEREAS**, the demands and duties of the current positions within the Information Technology department have increased over the past several years; and

**WHEREAS**, the current pay structure does not fairly compensate the current employees for the work performed as compared to other related entities; and

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

**WHEREAS**, the Montgomery County Information Technology has identified a need to change the pay structure for the positions within the Montgomery County Information Technology Department.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 12<sup>th</sup> day of October, that the Montgomery County Information Technology’s Fiscal Year 2021 operating budget is hereby amended as follows:

| <u>ACCOUNT NUMBER</u>    | <u>DESCRIPTION</u>        | <u>AMOUNT</u>       |
|--------------------------|---------------------------|---------------------|
| 101-52600-00000-52-51200 | Computer Programmer(s)    | \$ 34,548.00        |
| 101-52600-00000-52-51210 | Data Processing Personnel | \$ 34,548.00        |
| 101-52600-00000-52-51610 | Secretary                 | \$ 3,965.00         |
| 101-52600-00000-52-52010 | Social Security           | \$ 4,530.00         |
| 101-52600-00000-52-52040 | State Retirement          | \$ 8,768.00         |
| 101-52600-00000-52-52120 | Employer Medicare         | <u>\$ 1,060.00</u>  |
|                          | <b>TOTAL COST</b>         | <b>\$ 87,419.00</b> |

Duly approved this 12<sup>th</sup> day of October 2020.

Sponsor \_\_\_\_\_

Commissioner \_\_\_\_\_

Approved \_\_\_\_\_

County Mayor

Attested \_\_\_\_\_

County Clerk

| <u>Job Class Desc</u>                    | <u>Group/BU Desc</u> | <u>Current Pay Grade</u> | <u>Current Pay Step</u> | <u>Current Pay Hourly Rate</u> | <u>Pay Annual Salary</u> | <u>Job Class Desc</u>                 | <u>Group/BU Desc</u> | <u>New Pay Grade</u> | <u>New Pay Step</u> | <u>New Annual Salary</u> | <u>Salary Increase</u> | <u>Benefits Increase</u> |
|--|----------------------|--------------------------|-------------------------|--------------------------------|--------------------------|---------------------------------------|----------------------|----------------------|---------------------|--------------------------|------------------------|--------------------------|
| Information Tech Coordinator             | Non-Exempt           | L                        | 10                      | \$21.21                        |                          | Office Manager                        | Exempt               | E                    | 1                   | \$48,082.00              | \$3,965.20             | \$ 854.90                |
| Sr Systems Analyst                       | Exempt               | J                        | 4                       |                                | \$77,281.00              | Sr Systems Analyst                    | Exempt               | K                    | 4                   | \$82,048.00              | \$4,767.00             | \$ 1,027.77              |
| Sr Systems Analyst                       | Exempt               | J                        | 5                       |                                | \$79,807.00              | Sr Systems Analyst                    | Exempt               | K                    | 5                   | \$84,194.00              | \$4,387.00             | \$ 945.84                |
| Software Manager                         | Exempt               | J                        | 5                       |                                | \$79,807.00              | Software Manager                      | Exempt               | K                    | 5                   | \$84,194.00              | \$4,387.00             | \$ 945.84                |
| Sr Network Administrator                 | Exempt               | J                        | 2                       |                                | \$72,230.00              | Engineering Manager                   | Exempt               | L                    | 2                   | \$83,405.00              | \$11,175.00            | \$ 2,409.33              |
| System Support Tech II                   | Exempt               | E                        | 2                       |                                | \$50,007.00              | System Support Tech II                | Exempt               | F                    | 2                   | \$54,754.00              | \$4,747.00             | \$ 1,023.45              |
| Web Architect                            | Exempt               | I                        | 2                       |                                | \$65,451.00              | Web Architect                         | Exempt               | K                    | 2                   | \$77,756.00              | \$12,305.00            | \$ 2,652.96              |
| Systems Administrator                    | Exempt               | J                        | 1                       |                                | \$69,704.00              | Systems Administrator                 | Exempt               | K                    | 1                   | \$75,611.00              | \$5,907.00             | \$ 1,273.55              |
| Sr Network Administrator - Collaboration | Exempt               | J                        | 2                       |                                | \$72,230.00              | Network Administrator - Collaboration | Exempt               | J                    | 1                   | \$69,704.00              | \$ (2,526.00)          | \$ (420.58)              |
| Systems Analyst - Programmer             | Exempt               | I                        | 1                       |                                | \$62,933.00              | Systems Analyst - Programmer          | Exempt               | J                    | 1                   | \$69,704.00              | \$6,771.00             | \$ 1,459.83              |
| System Support Tech II                   | Exempt               | E                        | 1                       |                                | \$48,082.00              | System Support Tech II                | Exempt               | F                    | 1                   | \$52,647.00              | \$4,565.00             | \$ 760.07                |
| System Support Tech I                    | Exempt               | C                        | 1                       |                                | \$41,143.00              | System Support Tech I                 | Exempt               | D                    | 1                   | \$43,200.00              | \$2,057.00             | \$ 342.49                |
| System Support Tech I                    | Exempt               | C                        | 1                       |                                | \$41,143.00              | System Support Tech I                 | Exempt               | D                    | 1                   | \$43,200.00              | \$2,057.00             | \$ 342.49                |
| GIS Manager                              | Exempt               | I                        | 3                       |                                | \$67,970.00              | GIS Manager                           | Exempt               | K                    | 1                   | \$75,611.00              | \$7,641.00             | \$ 1,272.23              |
| Database Administrator                   | Exempt               | J                        | 3                       |                                | \$74,756.00              | Database Administrator                | Exempt               | K                    | 1                   | \$75,611.00              | \$855.00               | \$ 142.36                |

\$73,060.20 \$ 15,032.51



**RESOLUTION TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE;  
THE 2018 INTERNATIONAL RESIDENTIAL CODE; THE INTERNATIONAL PLUMBING CODE;  
THE INTERNATIONAL MECHANICAL CODE; THE 2018 INTERNATIONAL FIRE CODE;  
THE 2018 INTERNATIONAL ENERGY CODE; THE 2018 INTERNATIONAL FUEL  
AND GAS CODE; THE 2018 INTERNATIONAL PROPERTY MAINTENANCE  
CODE AND THE 2009 ICC/ANSI A117.1 ACCESSIBLE & USABLE  
BUILDINGS & FACILITY CODE**

**WHEREAS**, the Montgomery County Board of Commissioners has determined that it is in the best interest of the citizens of this county to adopt, in all aspects, the 2018 Code Standards relating to building, housing and fires, in order to remain compliant with Tennessee Code Annotated (T.C.A.) § 68-120-101-(b)(5)(A); and

**WHEREAS**, this adoption is necessary in order to facilitate proper inspection activities by Montgomery County, Tennessee in accordance with international standards relative to construction of and maintenance to builds within said Montgomery County, Tennessee and the safety, health and general welfare of the public and to comply with T.C.A. 68-120-101.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 12<sup>th</sup> day of October 2020, that matters in said codes which are contrary to existing Resolutions of Montgomery County, Tennessee, shall prevail and that the Resolution 11-9-2 adopting the 2012 Editions is hereby repealed and that to that extent any existing Resolutions to the contrary are hereby repealed in that respect only.

**BE IT FURTHER RESOLVED** that:

1. That the 2018 Edition of the International Building Code, including Appendix B, C and F thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2020 with the following modifications.  
Section 101.1: Insert "Montgomery County, Tennessee"
2. That the 2018 Edition of the International Residential Code, including Appendix G and J thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2018 with the following modifications.  
Amend Section R101.1: Insert "Montgomery County, Tennessee"  
Amend Section R301.2(1): Insert the following words and figures in the chart:  
Climate And Geographic Design Criteria  
Ground Snow Load- 10  
Wind Speed -115 mph  
Topo Effects- No  
Seismic Design Category- C  
Weathering- Severe  
Frost Line Depth- 12 inches  
Termite- Moderate to Heavy

Winter Design Temperature- 14 deg.  
 Ice Barrier Under-Layment Required- No  
 Flood Hazards- in Accordance with adopted Zoning Resolution  
 Air Freezing Index- 514  
 Mean Annual Temperature- 59 deg.  
 Manual J Design Criteria Elevation (feet) - 550  
 Latitude (Degrees north) - 36  
 Winter Heating – 12  
 Summer Cooling – 93  
 Altitude Correction Factor-Note P  
 Indoor Design Temperature - 70  
 Design Temperature Cooling - 75  
 Heating Temperature Difference - Note P  
 Cooling Temperature Difference – Note P  
 Wind Velocity Cooling – Note P  
 Coincident Wet Bulb - 74  
 Daily Range- M  
 Winter Humidity – Note P  
 Summer Humidity – Note P  
 Amend Table 301.2(1) - Add Note p. "This value shall be determined using Manual Design Criteria."  
 Amend Section R313: Delete entirely Automatic Fire Sprinkler Systems.  
 Amend Section R314.6, Power Source, relating to Smoke Alarms, is amended to create Exception 3 that shall read: Interconnection and hard-wiring of smoke alarms in existing areas shall not be required where the alteration or repairs do not result in the removal or the interior walls or ceiling finishes exposing the structure.  
 Amend Section R807- Adding a new section that reads "R807.1.1 Attic Access and Attic Service Accesses. Shall be accessible by pull downstairs or other permanent steps and at a minimum be sized to allow the removal of the largest appliance.  
 Amend Section N1102.4.1.2 (R402.4.1.2) Testing, shall be replaced with N1102.4.2.1. Testing option and N1102.4.2.2 Visual Inspection from 2009 IRC.  
 Amend Section N1103.3.3 (402.3.3) Duct Testing, and N1103.3.3.4 (R403.3.4) Duct Leakage Testing shall be optional.  
 Amend Tables N1102.1.2 Insulation and Fenestration Requirement by component, and N1102.1.4 Equivalent U-Factors from 2018 IRC shall be replaced with tables N1102.1 Insulation and Fenestration Requirement by Component and N1102.1.2 Equivalent U-Factors from 2009 IRC.  
 Amend Section N1102.4.4 (402.4.4) Rooms Containing Fuel – Burning Appliances is deleted in its entirety.  
 Amend Section P2603.5.1: Insert "18 inches", "18 inches"  
 Delete entirely: Chapter 34 through 43 (Electrical): and

3. The 2018 Edition of the International Plumbing Code, Including Appendix C, thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2021 with the following modifications.
  - Amend Section 101.1: Insert "Montgomery County, Tennessee"
  - Amend Section 106.6.2: Delete #2 and #3
  - Amend Section 305.4.1: Insert "18 inches", "18 inches"
  - Amend Section 903.1 Insert "12 inches" ; and

4. The 2018 Edition of the International Mechanical Code, including Appendix A, thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2021 with the following modifications.  
Amend Section 101.1: Insert "Montgomery County, Tennessee"  
Amend Section 106.5.2: Delete entirely  
Amend Section 106.5.3: Delete entirely; and
5. The 2018 Edition of the International Fire Code, are hereby adopted by reference, effective January 1, 2021 with the following modifications.  
Amend Section 101.1: Insert "Montgomery County, Tennessee" ; and
6. The 2009 Edition of the International Energy Code, are hereby adopted by reference, effective January 1, 2018 with the following modifications.  
Amend Section 101.1: Insert "Montgomery County, Tennessee"  
Amend Section R402.4.1.2, Testing is deleted and replaced with 402.4.2.1 and 402.4.2.2 from the 2009 IECC.  
Amend Section R403.3.3 Duct Testing and R403.3.4 Duct Leakage are optional.  
Amend Tables 402.1.2 Insulation and Fenestration Requirements by Component and 402.1.4 Equivalent U-Factors are deleted and replaced with Tables 402.1.3 Equivalent U-Factors 2009 IECC ; and
7. The 2018 Edition of the International Fuel Gas Code, including Appendix C, thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2021 with the following modifications.  
Amend Section 101.1: Insert "Montgomery County, Tennessee"  
Amend Section 106.6.2: Delete entirely  
Amend Section 106.6.3: Delete entirely; and
8. The 2018 Edition of the International Property Maintenance Code, are hereby adopted by reference, effective January 1, 2021 with the following modifications.  
Amend Section 101.1 Insert: 'Montgomery County, Tennessee'  
Amend Section 103.5 Delete entirely  
Amend Section 112.4 Delete Entirely  
Amend Section 302.4 Insert: 12 inches
9. The 2018 Edition of the International Existing Building Code, are hereby adopted by reference, effective January 1, 2021 with the following modifications.  
Amend Section 101.1 Insert: 'Montgomery County, Tennessee'

**BE IT FURTHER RESOLVED** that within the said codes, when reference is made to the duties of any official named therein, that designated official of Montgomery County, Tennessee who has duties corresponding to those of the named official in said codes shall be deemed to be the responsible official insofar as enforcing provisions of said codes are concerned; and

**BE IT FURTHER RESOLVED** that the designated official enforcing the provision of the said codes shall have the authority to insert the appropriate revised or deleted information in provisions requiring specific local information and factual key elements required for insertion into the code text; and



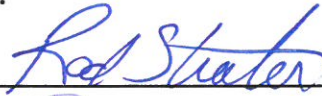
**BE IT FURTHER RESOLVED** that the effective date of the 2018 Edition of the International Codes shall be January 1, 2021, as mandated by the State of Tennessee; and

**BE IT FURTHER RESOLVED** that this Edition of all adopted codes be available for public view at the Montgomery County Clerk's Office and at the Building and Codes Office during regular business hours; and

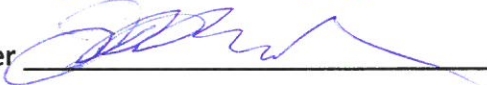
**BE IT FURTHER RESOLVED** that this resolution shall take effect and be in force from and after its passage, public welfare requiring it.

Duly passed and approved the 12th day of October 2020.

Sponsor



Commissioner



Approved

Attested

County Clerk

**RESOLUTION AMENDING THE ZONING RESOLUTION OF MONTGOMERY  
COUNTY, TENNESSEE AS IT PERTAINS TO LANDSCAPE BUFFER  
AND SCREENING REQUIREMENTS OF INDUSTRIAL  
ZONED LAND IN THE RURAL AREA**

**WHEREAS**, the Clarksville Montgomery County Regional Planning Commission voted on June 24, 2020 to request the Regional Planning Commission staff to study and return a resolution for consideration with regards to landscape buffers for industrial uses in the rural area; and,

**WHEREAS**, the County Commission has been furnished with the Regional Planning Commission's recommendation and resolution at their informal session of the commission on October 5, 2020; and

**WHEREAS**, the County Commission agrees that due to the changes to the 2040 Growth Plan, landscape buffers for industrial zones should not be reduced just because that zone is in a rural area; and

**WHEREAS**, the zoning resolution of Montgomery County, Tennessee needs to be updated to accommodate this request.

**NOW, THEREFORE BE IT RESOLVED**, by the Montgomery County Board of Commissioners assembled in regular session on the 12th day of October 2020, this legislative body updates and amends the zoning resolution of Montgomery County, Tennessee in the following manner:

- Strike Chapter 7.2.1.1 in its entirety and replace with the following:
- 7.2.1.1: The provisions of this section shall apply to all industrial uses (M-1, M-2, or M-3) countywide; and all other uses within the Urban Growth Boundaries and Planned Growth Areas, except for single-family and two-family residential dwellings on individual lots.

**Duly passed and approved this 12th day of October 2020.**

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

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

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

County Mayor

Attested: \_\_\_\_\_

County Clerk

**RESOLUTION AUTHORIZING THE MAYOR OF MONTGOMERY COUNTY TO  
SIGN A PROPOSAL WITH THE TENNESSEE DEPARTMENT OF  
TRANSPORTATION FOR PROJECT NO. 63021-2224-04 AND 63021-3224-04**

**WHEREAS**, the Tennessee Department of Transportation has completed Project No. 63021-2224-041 and 63021-3224-04 in Montgomery County, Tennessee which can be described as improvements from McAdoo Creek Road to East of State Route 76 in Clarksville including sidewalks, being State Route - 112; and

**WHEREAS**, the improvements provided for the State created a wider and better illuminated roadway, with sidewalks and additions, including all curbing and guttering; and

**WHEREAS**, the improvements are provided under Proposal by and between TDOT and Montgomery County, Tennessee; and

**WHEREAS**, the Proposal is attached hereto as **Exhibit A** outlining the general rights, obligations, and duties by and between the parties, Montgomery County, Tennessee and the State of Tennessee under the project; and

**WHEREAS**, the execution of this Agreement is required to conclude the matter by and between the parties herein.

**THEREFORE, BE IT RESOLVED**, that by vote of the Montgomery County Commission meeting in its regular session on this the 12th day of October 2020, hereby authorizes the County Mayor to sign the Proposal attached hereto as **Exhibit A** entering into this Agreement with the Tennessee Department of Transportation for the road improvement project.

**Duly passed and approved this 12<sup>th</sup> day of October 2020.**

Sponsor \_\_\_\_\_

Commissioner \_\_\_\_\_

Approved \_\_\_\_\_

County Mayor

Attested \_\_\_\_\_

County Clerk



**P R O P O S A L**

**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**

**TO THE COUNTY OF MONTGOMERY, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Montgomery, Tennessee, hereinafter "COUNTY", designated as Federal Project No. , State Project No. 63021-3224-04,63021-2224-04 , that is described as "(US-41A), From McAdoo Creek Road to East of SR-76 in Clarksville (Sidewalks) Route: SR-112", provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The COUNTY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the COUNTY or by any of its instrumentalities as

required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility

facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a COUNTY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the COUNTY agrees to waive enforcement of the COUNTY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a COUNTY zoning regulation or requirement, the COUNTY agrees to waive enforcement of the COUNTY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The COUNTY will not authorize encroachments of any kind upon the right-of-way, nor will the COUNTY authorize use of the easements for the project in any manner which affects



the DEPARTMENT's use thereof.

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15 The COUNTY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain full width of the roadway where no curb exist. The COUNTY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that supports the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this proposal.

18. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney

General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
THE COUNTY OF \_\_\_\_\_, TENNESSEE

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

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
CLAY BRIGHT  
COMMISSIONER

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
JOHN REINBOLD  
GENERAL COUNSEL

DATE: \_\_\_\_\_





**RESOLUTION TO AUTHORIZE FUNDS FOR A MONTGOMERY COUNTY PARKS  
DEPARTMENT TEN YEAR MASTERPLAN**

**WHEREAS**, the Montgomery County Parks & Recreation Department would need \$125,000 to perform a ten-year masterplan; and

**WHEREAS**, the masterplan is needed to be able to apply for Grants; and

**WHEREAS**, this study will intake the opinions and input of the citizens of Montgomery County; and

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular session on this 12<sup>th</sup> day of October 2020, that this legislative body agrees to support a masterplan for the Montgomery County Parks Department in the sum of \$125,000 to create such masterplan.

**Duly passed and approved this 12<sup>th</sup> day of October 2020.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**RESOLUTION APPROPRIATING FUNDS FOR THE PURPOSE  
OF EMPLOYING AN ADDITIONAL POSITION IN THE ASSESSOR'S OFFICE**

**WHEREAS**, the Montgomery County Assessor's Office is mandated to appraise, classify, and assess all taxable property in Montgomery County as required by Constitution of Tennessee; and,

**WHEREAS**, the administrative and valuation demands required of the Assessor's Office continue to increase due to unprecedented real property market growth, population increases, and new business growth; and,

**WHEREAS**, the results of this growth are evidenced by a one year increase of 7% in the quantity of Tangible Personal Property accounts, and just under \$5 million additional total property tax dollars to be collected since the last assessment roll; and,

**WHEREAS**, this position will provide support for the following office functions: staff education coordination, personnel and budget administration, County Board of Equalization related scheduling and administration, and oversight of the Tangible Personal Property department and real property clerks; and,

**WHEREAS**, in addition to responsibilities listed above, this position will ensure consistency in messaging and services to citizens, taxpayers, and all parties in the property industry that rely on our data for their businesses.

**NOW THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 12th day of October, 2020 that additional appropriations be made for the salary, benefits, training, and equipment to employ an Office Manager, and that the Director of Accounts and Budgets shall amend the expenditures accordingly:

|                      |                          |    |                  |
|----------------------|--------------------------|----|------------------|
| DEPUTIES             | 101-54110-00000-52-51060 | \$ | 36,062.00        |
| SOCIAL SECURITY      | 101-54110-00000-52-52010 | \$ | 2,236.00         |
| STATE RETIREMENT     | 101-54110-00000-52-52040 | \$ | 3,246.00         |
| LIFE INSURANCE       | 101-54110-00000-52-52060 | \$ | 36.00            |
| HEALTH INSURANCE     | 101-54110-00000-52-52070 | \$ | 12,243.00        |
| MEDICARE             | 101-54110-00000-52-52120 | \$ | 523.00           |
| FURNITURE & FIXTURES | 101-54110-00000-52-57110 | \$ | 250.00           |
| COMMUNICATION EQP    | 101-52600-00000-52-57080 | \$ | 350.00           |
| DATA PROCESSING EQP  | 101-52600-00000-52-57090 | \$ | 2,000.00         |
|                      |                          | \$ | <b>56,946.00</b> |

**Duly passed and approved this 12<sup>th</sup> day of October, 2020.**

Sponsor

Commissioner

Approved

County Mayor

Attest

County Clerk

## Montgomery County FY20-21 Personnel Request

| <b>Position<br/>Title/Description</b>                           |   | <b>#Pos</b> | <b>FTE</b>                 | <b>Pay Schedule/<br/>Grade</b> | <b>Hourly Salary</b> | <b>Overtime Rate</b> | <b>FY 20-21<br/>dollars YRLY</b> |
|---|---|-------------|----------------------------|--------------------------------|----------------------|----------------------|----------------------------------|
| Title   | Office Manager  | 1           | 1                          | EXEMPT - E                     | \$23.12              |                      | \$48,082.00                      |
| Summary of<br>Job Duties  | Office Manager will supervise daily operations of Real and Personal Property Clerks. Provides elevated support for more complex Real and Personal Property customer service inquiries. Coordinates coverage of the front office area and assists general public with their requests for information. Ensure requisitions and payroll are entered and timely processed. Balances cash drawer against receipts. Takes monthly inventory and prepares appropriate monthly record keeping. Manage scheduling of CBOE hearings. Manages deadlines related to TPP mailings. Ensures all public notices and mail dates are met. Manage employee onboarding. Creates work orders for County IT and Maintenance. |             |                            |                                |                      |                      |                                  |
| Reason for<br>Request   | Currently this work is being shared by multiple people in our office. At least two employees are helping with this activity/need outside of current job descriptions.   |             |                            |                                |                      |                      |                                  |
| <b>TOTAL PERSONNEL SERVICES</b>                                 |   |             |                            |                                |                      |                      | <b>\$48,082.00</b>               |
| <b>Fringe Budget</b>  |   |             | <b>Acct . ObjCode-Pgrm</b> |                                |                      |                      | <b>FY 20-21<br/>dollars</b>      |
| Social Security @ 6.20% of total personal                       |   |             |                            |                                |                      |                      | \$2,981.08                       |
| SS Medicare @ 1.45% of total personal                           |   |             |                            |                                |                      |                      | \$697.19                         |
| TCRS Retirement @ 9% of personal services                       |   |             |                            |                                |                      |                      | \$4,327.38                       |
| Health - Blue Cross Blue Shield of Tennessee                    |   |             |                            |                                |                      |                      | \$17,283.00                      |
| Life Insurance @ 49.92/yr/emp per employee                      |   |             |                            |                                |                      |                      | \$49.92                          |
| <b>TOTAL FRINGE BENEFITS</b>                                    |   |             |                            |                                |                      |                      | <b>\$25,338.57</b>               |
| <b>TOTAL SALARY &amp; BENEFITS</b>                              |   |             |                            |                                |                      |                      | <b>\$73,420.57</b>               |
| <b>Other Budget</b>   |   |             | <b>Acct . ObjCode-Pgrm</b> |                                |                      |                      | <b>FY 20-21<br/>dollars</b>      |
|   |   |             |                            |                                |                      |                      |                                  |
|   |   |             |                            |                                |                      |                      |                                  |
|   |   |             |                            |                                |                      |                      |                                  |
| <b>TOTAL CONTRACTED SERVICES &amp; SUPPLIES &amp; MATERIALS</b> |   |             |                            |                                |                      |                      | <b>\$ -</b>                      |
| <b>Capital Outlay</b>   |   |             | <b>Acct . ObjCode-Pgrm</b> |                                |                      |                      | <b>FY 20-21<br/>dollars</b>      |
| 1 Office Chair  |   |             | 101-52300-00000-52-57110   |                                |                      |                      | <b>\$ 250.00</b>                 |
| 1 Desk Phone  |   |             | 101-52600-00000-52-57080   |                                |                      |                      | <b>\$ 350.00</b>                 |
| Computer Hardware (1 tower, 3 monitors)                         |   |             | 101-52600-00000-52-57090   |                                |                      |                      | <b>\$ 2,000.00</b>               |
|   |   |             |                            |                                |                      |                      | <b>\$ -</b>                      |
| <b>TOTAL CAPITAL OUTLAY</b>                                     |   |             |                            |                                |                      |                      | <b>\$ 2,600.00</b>               |



**RESOLUTION AMENDING THE BUDGET OF MONTGOMERY COUNTY  
HIGHWAY DEPARTMENT FOR THE CREATION OF A GIS SPECIALIST  
AND A CONSTRUCTION INSPECTOR POSITION**

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

**WHEREAS**, the newly elected Highway Supervisor of the Montgomery County Highway Department has evaluated the personnel needs within the department; and

**WHEREAS**, the Montgomery County Highway supervisor has identified a need to hire a GIS Specialist in order to collect and input GIS data to include existing and proposed storm pipe and drainage structures, as-built surveys, pavement markings, and assist in Pavement Management through GIS; and

**WHEREAS**, the Montgomery County Highway Supervisor has identified a need to hire a Construction Inspector to inspect new sidewalk installation for ADA compliance, road construction, and storm infrastructure installation that conveys public water; and

**WHEREAS**, the Montgomery County Highway Department needs to amend the budget to add additional funding to the operating and capital outlay budgets for items needed by the existing Civil Engineer position; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 12<sup>th</sup> day of October, that the Montgomery County Highway Department's Fiscal Year 2021 operating budget is hereby amended as follows to add one GIS Manager and one Construction Inspector along with any additional operating and capital outlay needs for these positions as well as the Civil Engineer as follows:

| <b>ACCOUNT NUMBER</b>    | <b>DESCRIPTION</b>         | <b>AMOUNT</b>        |
|--------------------------|----------------------------|----------------------|
| 131-62000-00000-62-51890 | Other Salaries & Wages     | \$ 73,536.00         |
| 131-62000-00000-62-52010 | Social Security            | \$ 4,560.00          |
| 131-62000-00000-62-52040 | State Retirement           | \$ 6,619.00          |
| 131-62000-00000-62-52060 | Life Insurance             | \$ 71.00             |
| 131-62000-00000-62-52070 | Medical Insurance          | \$ 24,486.00         |
| 131-62000-00000-62-52120 | Employer Medicare          | \$ 1,067.00          |
| 131-65000-00000-65-53330 | Licenses                   | \$ 270.00            |
| 131-61000-00000-61-54350 | Office Supplies            | \$ 300.00            |
| 131-62000-00000-62-54990 | Other Supplies & Materials | \$ 7,463.00          |
| 131-68000-00000-68-57090 | Data Processing Equipment  | \$ 6,120.00          |
| 131-68000-00000-68-57110 | Furniture & Fixtures       | \$ 3,360.00          |
| 131-68000-00000-68-57180 | Motor Vehicles             | \$ 100,000.00        |
|                          | <b>TOTAL COST</b>          | <b>\$ 227,852.00</b> |

**Duly approved this 12<sup>th</sup> day of October 2020.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

## Montgomery County FY20-21 Personnel Request

| Position Title/Description                         |                | #Pos                | FTE | Pay Schedule/ Grade | Hourly Salary | Overtime Rate    | FY 20-21 dollars YRLY |
|--|----------------|---------------------|-----|---------------------|---------------|------------------|-----------------------|
| Title  | GIS Specialist | 1                   | 1   | I-1                 | \$30.26       |                  | \$62,933.00           |
| Summary of Job Duties                              |                |                     |     |                     |               |                  |                       |
| Reason for Request                                 |                |                     |     |                     |               |                  |                       |
| TOTAL PERSONNEL SERVICES                           |                |                     |     |                     |               |                  | <b>\$62,933.00</b>    |
| Fringe Budget                                      |                | Acct . ObjCode-Pgrm |     | Description         |               | FY 20-21 dollars |                       |
| Social Security @ 6.20% of total personal services |                | 52010               |     |                     |               | \$3,901.85       |                       |
| SS Medicare @ 1.45% of total personal services     |                | 52120               |     |                     |               | \$912.53         |                       |
| TCRS Retirement @ 9% of personal services          |                | 52040               |     |                     |               | \$5,663.97       |                       |
| Health - Blue Cross Blue Shield of Tennessee       |                | 52070               |     |                     |               | \$17,283.92      |                       |
| Life Insurance @ \$49.92/yr/emp per employee       |                | 52060               |     |                     |               | \$49.92          |                       |
| TOTAL FRINGE BENEFITS                              |                |                     |     |                     |               |                  | <b>\$27,812.18</b>    |
| TOTAL SALARY & BENEFITS                            |                |                     |     |                     |               |                  | <b>\$90,745.18</b>    |
| Other Budget                                       |                | Acct . ObjCode-Pgrm |     | Description         |               | FY 20-21 dollars |                       |
|  |                |                     |     |                     |               |                  |                       |
|  |                |                     |     |                     |               |                  |                       |
|  |                |                     |     |                     |               | \$0.00           |                       |
| TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS   |                |                     |     |                     |               |                  | <b>\$ -</b>           |
| Capital Outlay                                     |                | Acct . ObjCode-Pgrm |     | Description         |               | FY 20-21 dollars |                       |
|  |                |                     |     |                     |               | \$0.00           |                       |
|  |                |                     |     |                     |               | \$0.00           |                       |
|  |                |                     |     |                     |               | \$0.00           |                       |
|  |                |                     |     |                     |               | \$0.00           |                       |
| TOTAL CAPITAL OUTLAY                               |                |                     |     |                     |               |                  | <b>\$0.00</b>         |
| TOTAL PERSONNEL, BENEFITS AND EQUIPMENT            |                |                     |     |                     |               |                  | <b>\$ 90,745.18</b>   |

## Montgomery County FY20-21 Personnel Request

| Position Title/Description                         |                        | #Pos                       | FTE | Pay<br>Schedule/<br>Grade | Hourly<br>Salary | Overtime Rate           | FY 20-21 dollars<br>YRLY |
|--|------------------------|----------------------------|-----|---------------------------|------------------|-------------------------|--------------------------|
| Title  | Construction Inspector | 1                          | 1   | P-1                       | \$20.81          | \$31.21                 | \$43,284.80              |
| Summary<br>of Job<br>Duties                        |                        |                            |     |                           |                  |                         |                          |
| Reason for<br>Request                              |                        |                            |     |                           |                  |                         |                          |
| TOTAL PERSONNEL SERVICES                           |                        |                            |     |                           |                  |                         | <b>\$43,284.80</b>       |
| <b>Fringe Budget</b>                               |                        | <b>Acct . ObjCode-Prgm</b> |     | <b>Description</b>        |                  | <b>FY 20-21 dollars</b> |                          |
| Social Security @ 6.20% of total personal services |                        | 52010                      |     |                           |                  | \$2,683.66              |                          |
| SS Medicare @ 1.45% of total personal services     |                        | 52120                      |     |                           |                  | \$627.63                |                          |
| TCRS Retirement @ 9% of personal services          |                        | 52040                      |     |                           |                  | \$3,895.63              |                          |
| Health - Blue Cross Blue Shield of Tennessee       |                        | 52070                      |     |                           |                  | \$17,283.92             |                          |
| Life Insurance @ \$49.92/yr/emp per employee       |                        | 52060                      |     |                           |                  | \$49.92                 |                          |
| TOTAL FRINGE BENEFITS                              |                        |                            |     |                           |                  |                         | <b>\$24,540.76</b>       |
| TOTAL SALARY & BENEFITS                            |                        |                            |     |                           |                  |                         | <b>\$67,825.56</b>       |
| <b>Other Budget</b>                                |                        | <b>Acct . ObjCode-Prgm</b> |     | <b>Description</b>        |                  | <b>FY 20-21 dollars</b> |                          |
|  |                        |                            |     |                           |                  |                         |                          |
|  |                        |                            |     |                           |                  |                         |                          |
|  |                        |                            |     |                           |                  |                         |                          |
|  |                        |                            |     |                           |                  | \$0.00                  |                          |
| TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS   |                        |                            |     |                           |                  |                         | <b>\$ -</b>              |
| <b>Capital Outlay</b>                              |                        | <b>Acct . ObjCode-Prgm</b> |     | <b>Description</b>        |                  | <b>FY 20-21 dollars</b> |                          |
|  |                        |                            |     |                           |                  | \$0.00                  |                          |
|  |                        |                            |     |                           |                  | \$0.00                  |                          |
|  |                        |                            |     |                           |                  | \$0.00                  |                          |
|  |                        |                            |     |                           |                  | \$0.00                  |                          |
| TOTAL CAPITAL OUTLAY                               |                        |                            |     |                           |                  |                         | <b>\$0.00</b>            |
| TOTAL PERSONNEL, BENEFITS AND EQUIPMENT            |                        |                            |     |                           |                  |                         | <b>\$ 67,825.56</b>      |



**OPERATING & CAPITAL OUTLAY ITEMS NEEDED FOR  
NEW POSITIONS**

| ITEMS REQUESTED | GIS SPECIALIST | CONSTRUCTION<br>INSPECTOR | ENGINEER     |
|-----------------|----------------|---------------------------|--------------|
| VEHICLE         | \$ 35,000.00   | \$ 30,000.00              | \$ 35,000.00 |
| MEASURING WHEEL | \$ 150.00      | \$ 150.00                 | \$ 150.00    |
| DESK            | \$ 700.00      | \$ 700.00                 | \$ 700.00    |
| DESK CHAIR      | \$ 220.00      | \$ 220.00                 | \$ 220.00    |
| FILING CABINET  | \$ 200.00      | \$ 200.00                 | \$ 200.00    |
| OFFICE SUPPLIES | \$ 100.00      | \$ 100.00                 | \$ 100.00    |
| CALCULATOR      | \$ -           | \$ 80.00                  |              |
| COMPUTER        | \$ 1,000.00    | \$ 600.00                 | \$ 1,000.00  |
| MONITORS        | \$ 370.00      | \$ 280.00                 | \$ 370.00    |
| LICENSING       | \$ 90.00       | \$ 90.00                  | \$ 90.00     |
| SOFTWARE        | \$ 361.00      | \$ 361.00                 | \$ 361.00    |
| GPS UNIT        | \$ 2,500.00    | \$ -                      | \$ -         |
| GIS SOFTWARE    | \$ 3,000.00    | \$ -                      | \$ 3,000.00  |
|                 | \$ 43,691.00   | \$ 32,781.00              | \$ 41,191.00 |

**RESOLUTION TO ENTER INTO AN AGREEMENT REGARDING COSTS AND  
EXPENSE OF AUTOPSIES IN MONTGOMERY COUNTY - CITY  
OF CLARKSVILLE, TENNESSEE**

**WHEREAS**, Montgomery County, Tennessee performs the function of coordinating and completing autopsies as required by statute; and

**WHEREAS**, from time to time the City of Clarksville will request for its own purpose an autopsy as may be allowed by law; and

**WHEREAS**, the City of Clarksville and Montgomery County, Tennessee, both governmental entities, desire to enter into an interlocal agreement formalizing the rights, duties, and obligations for payment of the expense of autopsies conducted; and

**WHEREAS**, that agreement has been prepared and approved by the City of Clarksville and is now presented to the Montgomery County Board of Commissioners for approval and authorization for signature and attached hereto as **Exhibit A**.

**THEREFORE, BE IT RESOLVED**, by the County Commission of Montgomery County, Tennessee meeting in regular session on this the 12th day of October 2020, that the Mayor be authorized to sign the attached **Exhibit A** as an interlocal agreement by and between Montgomery County, Tennessee and the City of Clarksville regarding the payment of shared expense of autopsies conducted for Montgomery County, Tennessee.

**Duly passed and approved this 12<sup>th</sup> day of October 2020.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**INTERLOCAL AGREEMENT**

This agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Clarksville, Tennessee, hereinafter referred to as "City" and Montgomery County Government, Montgomery County, Tennessee, hereinafter referred to as "County".

**WITNESSETH**

In order to memorialize the formal obligations of the City and County concerning the process of autopsies, the parties contract and agree as follows:

1. County shall be financially responsible for all expenses incurred for the costs of autopsies requested by the Montgomery County Sheriff's Office or the District Attorney General's Office for the 19<sup>th</sup> Judicial District of Tennessee; and
2. County will be financially responsible for one-half (1/2) of all expenses incurred for the cost of autopsies requested by the Clarksville Police Department and the City shall be responsible for one-half (1/2); and
3. County shall notify City of any price increase in the cost of autopsies by notifying the City in writing as soon as is practicable after receiving notification from the State.
4. This agreement remains in effect in perpetuity or until such time as either party elects to terminate this agreement with 90 days' notice in writing to the other party.

In witness thereof, the parties have signed this agreement on the day and date first written above.

City of Clarksville

Montgomery County, Tennessee

\_\_\_\_\_  
Mayor Joe Pitts

\_\_\_\_\_  
Mayor Jim Durrett



**RESOLUTION TO AUTHORIZE TRANSFER OF LESS THAN ONE ACRE OF LAND BY  
QUITCLAIM FOR THE CONSIDERATION AT THE PROPERTY LINE OF JORDAN  
ROAD PROPERTY/LIBRARY AND LOT 45 QUAIL RIDGE ROAD SECTION B-1.**

**WHEREAS**, Montgomery County, Tennessee purchased land on Jordan Road for the construction of a public library; and

**WHEREAS**, the design of the library and the needs of the development require additional consideration for proper development; and

**WHEREAS**, the land is adjacent to Lot 45, Quail Ridge Road Section B-1; and

**WHEREAS**, the Owner of said land and Montgomery County, Tennessee have agreed that the Owner will enter into an agreement for the clearing of certain of Lot 45 to clear a visual obstruction; and

**WHEREAS**, Montgomery County, Tennessee will agree to quitclaim a portion of property to set straight a property line dividing the land owned by Montgomery7 County, Tennessee and Lot 45 that will aid in the appropriate design, development and use of the Property by Montgomery County, Tennessee as a Library.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 12th day of October 2020, that the County Mayor of Montgomery County, Tennessee is authorized to execute the document attached hereto as Exhibit A, a Quitclaim Deed and to accept a Right of Entry to clear certain property by and between the owners of Lot 45, Quail Ridge Section B-1 and Montgomery County, Tennessee for the sole purpose set out above.

**Duly passed and approved this 12<sup>th</sup> day of October 2020.**

Sponsor

Commissioner

Approved

County Mayor

Attest

County Clerk

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION AND ALL INFORMATION WAS SUPPLIED BY THE PARTIES

This instrument was prepared by:  
WATSON & ATKINS, P.C.  
Steven T. Atkins  
320 Franklin Street  
Clarksville, TN 37041-1109

**MONTGOMERY COUNTY, TENNESSEE,**  
**A Political Subdivision of the**  
**State of Tennessee**

**TO: QUIT-CLAIM DEED**

**MICKI S. MITCHELL, ET VIR**

IN CONSIDERATION OF One Dollar (\$1.00), paid to the Grantors, **MICKI S. MITCHELL, and husband, DALE C. MITHCELL**, by Grantee, **MONTGOMERY COUNTY, TENNESSEE, A Political Subdivision of the State of Tennessee**, Grantor does hereby demise, release and forever quit-claim unto Grantees, **MICKI S. MITCHELL, and husband, DALE C. MITCHELL**, as tenants by the entirety, their heirs and/or assigns, all interest in and to certain realty situated in the 3rd Civil District of Montgomery County, Tennessee, and bounded and described as follows:

Being a portion of a parcel of land lying in the 3rd Civil District of Montgomery County, Tennessee. Said parcel being a portion of the property shown on Tax Map 030P, Group G, Parcel 016.00. Said parcel belonging to Montgomery County and is of record in Official Record Volume (ORV) 1876, Page (PG) 1257 Register's Office Montgomery County, Tennessee (ROMCT). The intent of this description is to create a piece of property that is to be combined with the adjacent lot 45, and is based upon a plat that is to be recorded for this combination. This description is necessary to convey the property per the plat. It can be generally described as being east of and adjacent to Quail Ridge Road, south of Bob White Drive, west of and adjacent to Jordan Road, north of and adjacent to State Route 374, locally known as Purple Heart Parkway, and being further described below.

Beginning at a found ½" iron pin at the end of the right of way of Quail Ridge Road. Said POINT OF BEGINNING being the northwest corner of the ROW of Quail Ridge Road, and being the southwest corner of said Lot 45 of Quail Ridge Section 1B, as recorded in Plat Book (PB) 13, PG 115 ROMCT. Said iron pin being the southern most point of herein described tract.

Thence, leaving said lot 45, leaving said Quail Ridge Road, and along a new severance line through said Montgomery County property, North 23°38'43" West a distance of 101.67 feet to a ½" iron pin. Said iron pin being the southeast corner of the James and Mary Foss property, as recorded in ORV 1789 PG 483 ROMCT.

Thence, leaving said new severance line, and along said Foss property, North 09°26'01" East a distance of 64.84 feet to a ½" iron pin. Said ½" iron pin being the southeast corner of lot 17 and the southwest corner of lot 16 of Quail Ridge Section 1B, as recorded in PB 13, PG 115 ROMCT. Said iron pin being the northwest corner of herein described tract.

Thence, leaving said Foss property, leaving said lot 17, and along said lot 16, south 80°32'13" East a distance of 55.57 feet to a ½" iron pin capped "Weakley." Said iron pin being the southeast corner of lot 16, the southwest corner of lot 15 of Quail Ridge Section 1B, and the northwest corner of said lot 45. Said iron pin being the northeast corner of herein described tract.

Thence, leaving said lot 16 and leaving said lot 15, and along said lot 45, South 09°27'47" West a distance of 150.00 feet to said POINT OF BEGINNING.

Said portion of parcel containing 5,966 SQ FT or 0.14 Acres, more or less.

Together with and subject to any easements, covenants, right of ways, and conveyances that are of record and not of record. The above description derives from an unrecorded plat titled "Minor Plat of the Montgomery County Property Jordan Road Lot 1 & Replat of Quail Ridge Section 1B, Lots 43, 44, 46, and 48" to be recorded after this conveyance.

This being a portion of the same conveyed to Montgomery County, Tennessee, a Political Subdivision of the State of Tennessee by deed dated April 18 2019, executed by Church of God, Inc. of record at Official Record Book Volume 1876, page 1257, Register's Office for Montgomery County, Tennessee.

SIGNED this the \_\_\_\_ day of September, 2020.

MONTGOMERY COUNTY, TENNESSEE,  
A Political Subdivision of the State of Tennessee

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

\_\_\_\_\_  
Micki S. Mitchell, Grantor

\_\_\_\_\_  
Dale C. Mitchell, Grantor

STATE OF TENNESSEE       )  
  )  
COUNTY OF MONTGOMERY   )

Personally appeared before me, \_\_\_\_\_ a Notary Public in and for the said County and State, personally appeared **JIM DURRETT**, with whom I am personally acquainted and who upon his oath acknowledged himself to be the County Mayor of Montgomery County, Tennessee, the within named bargainor, a Political Subdivision of the State of Tennessee, and that as such County Mayor being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing on behalf of Montgomery County, Tennessee, by himself as its Mayor.

Witness my hand and official seal at Clarksville, Tennessee, this \_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, **MICKI S. MITCHELL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument) and who acknowledged that she executed the within instrument for the purposes therein contained.

**WITNESS** my hand, at office, this the \_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, **DALE C. MITCHELL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument) and who acknowledged that he executed the within instrument for the purposes therein contained.

**WITNESS** my hand, at office, this the \_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE )  
 )  
COUNTY OF MONTGOMERY )

I or we hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater is \$-0-, which amount is equal to or greater than the amount with the property would command at a fair voluntary sale.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this the \_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

THE PARTIES ACKNOWLEDGE THAT WATSON AND ATKINS, P.C., IS NOT A CLOSING AGENT FOR THIS TRANSACTION PURSUANT TO THE PROVISIONS OF §6045 (e) OF THE INTERNAL REVENUE CODE AS AMENDED BY THE TAX RETURN ACT OF 1986.

SEND TAX STATEMENTS TO AND  
PROPERTY OWNER'S ADDRESS  
Micki S. Mitchell, et vir

\_\_\_\_\_  
\_\_\_\_\_  
A PORTION of TAX MAP #30 P G      PARCEL #16.00

\_\_\_\_\_  
\\deed\\mitchell, micki

**RIGHT OF ENTRY AND REMOVAL OF FOLIAGE**

Dale C. Mitchell and Micki S. Mitchell, GRANTORS hereinafter, are the owners of certain real property in Montgomery County, Tennessee in the 3rd Civil District of Montgomery County, Tennessee, lot 45, Quail Ridge Section 1B.

This Right of Entry and consent is executed by the GRANTORS, to allow Montgomery County, Tennessee, their employees, agents, and assigns, to enter upon the property, and to remove foliage in an area to relieve any visual obstruction, if such foliage is not already removed by such GRANTOR prior to the commencement of the County's project.

The following foliage area was documented to have a visual obstruction to the entrance and exit drive of the proposed County project and has been requested to be removed for the safety of the motoring public that will be utilizing the proposed County property as well as the public that is traveling Jordan Road. The plantings and vegetation located immediately adjacent to the GRANTOR'S driveway and within approximately 15 feet of the back of curb from Jordan Road should be cleared for a visual line of site of oncoming traffic.

Montgomery County has been in conversations with GRANTORS and acknowledges that the requested timeline to remove such vegetation is February 1, 2021. If the foliage has not been removed by this requested date, then the subject Right of Entry is granted to Montgomery County for this limited foliage removal.

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DALE C. MITCHELL, GRANTOR

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MICKI S. MITCHELL, GRANTOR

**RESOLUTION TO LEVY A COUNTY-WIDE MOTOR VEHICLE TAX**

**WHEREAS**, *Tennessee Code Annotated*, (T.C.A.) §5-8-102, authorizes counties to levy a motor vehicle privilege tax as a condition precedent to the operation of a motor vehicle within a county; and

**WHEREAS**, Montgomery County previously authorized a Motor Vehicle Privilege Tax and last amended the same in 2017 and there now exists a motor vehicle privilege tax of \$48.00 (Forty-Eight Dollars and no cents); and

**WHEREAS**, the need for revenue dedicated to fund school system growth is great in Montgomery County and an increase of \$25.00 (Twenty-Five Dollars and no cents) in such tax is necessary for funding such growth; and

**WHEREAS**, all revenues generated by this increase of \$25.00 (Twenty Five Dollars and no cents) to the motor vehicle privilege tax herein levied and created by passage of this resolution shall be placed in the County Capital Projects Fund and shall be used for the costs to build or design new school construction, school construction debt, infrastructure, or additions. Any unused of excess funds annually shall be placed in a reserve fund within the capital projects fund until such time as appropriated to satisfy the stated obligation or shall be used for funding of other County Capital Projects of related Debt. The proceeds of the additional \$25.00 (Twenty-Five Dollars and no cents) motor vehicle privilege tax herein levied and created by passage of this resolution shall not be used for other general operating expense or any other purpose.

**NOW, THEREFORE BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this the 12<sup>th</sup> day of October 2020, that the previous existing Resolution (17-3-4) is amended as follows:

**SECTION 1.** For the privilege of using the public roads and highways, in Montgomery County, Tennessee, there is levied upon motor-driven vehicles, and upon the privilege of the operation thereof, except vehicles owned by any governmental agency or governmental instrumentality and except for other exemptions provided by general law, a special privilege tax for the benefit of such county, the same is amended by an increase of \$25.00 (Twenty Five Dollars and no cents) which tax shall be the total amount of \$73.00 (Seventy Three Dollars and no cents) for each such motor-driven vehicle, the owner of which resides within said county.



This tax applies to, is a levy upon, and shall be paid on each motor-driven vehicle, the owner of which resides within said county.

**SECTION 2.** The tax herein levied shall be paid to and collected by the County Clerk of Montgomery County, who is authorized by T.C.A. §67-4-103, to collect such privilege taxes. The County Clerk shall impose a fee of \$1.00 (One Dollar) to collect such privilege tax.

**SECTION 3.** Payment of the privilege tax imposed hereunder shall be evidenced by a receipt, issued by the County Clerk, the original of which shall be kept by the owner of the motor-driven vehicle.

**SECTION 4.** The privilege tax or wheel tax herein levied, when paid together with full, complete, and explicit performance of and compliance with all provisions of this resolution, by the owner, shall entitle the owner of the motor-driven vehicle for which said tax was paid to operate or allow to be operated such vehicle over the streets, roads, and highways of the county for a period of one year which will run concurrently with the period established for the state registration fees by T.C.A. § 55-4-104.

**SECTION 5.** The proceeds of the additional increase of \$25.00 (Twenty Five Dollars and no cents) motor vehicle privilege tax herein levied and created by passage of this resolution shall be placed in the County Capital Projects Fund and shall be used for the costs to build or design new school construction, school construction debt, infrastructure, or additions. Any unused of excess funds annually shall be placed in a reserve fund within the capital projects fund until such time as appropriated to satisfy the stated obligation or shall be used for funding of other County Capital Projects or related Debt. The proceeds of the additional \$25.00 (Twenty-Five Dollars and no cents) motor vehicle privilege tax herein levied and created by passage of this resolution shall not be used for other general operating expense or any other purpose.

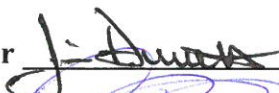
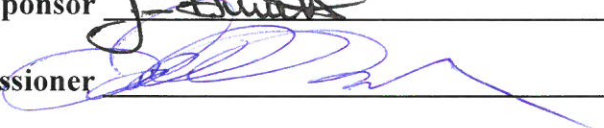
**SECTION 6.** If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to that end the provisions of this resolution are declared to be severable. Except as shown herein, no other existing provisions of the Montgomery County Motor Vehicle Tax is amended.

**SECTION 7.** This resolution shall have no effect unless it is approved by a two-thirds (2/3) vote of the county legislative body of Montgomery County at two (2) consecutive regularly scheduled meetings.

**SECTION 8.** For the purpose of approving or rejecting the provisions of this act, it shall be effective upon being approved by a two-thirds (2/3) vote of the county legislative body of Montgomery County at two (2) consecutive regularly scheduled meetings. For the purpose of collection of the tax herein levied, such collection shall begin on the first day of February 2021, unless this resolution is subject to a referendum election pursuant to T.C.A. § 5-8-102, whereupon collection of the tax herein levied shall begin on the first day of the month after 90 days following the month that this resolution is approved at a referendum.

**SECTION 9.** The Privilege Tax imposed for the use of the highways in Montgomery County and operation thereon shall not apply to nonresident military personnel. The county clerk shall not require such nonresident military personnel to pay the local motor vehicle privilege tax when such person is paying the state registration fee. This exemption is limited to one per servicemember.

**Duly passed approved this 12<sup>th</sup> day of October 2020.**

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

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

**First approval was September 14, 2020, as amended.**

COUNTY COMMISSION MINUTES FOR

SEPTEMBER 14, 2020

SUBMITTED FOR APPROVAL OCTOBER 12, 2020

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, September 14, 2020, at 6:00 P.M. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Kyle Johnson, Chief of Staff, Kellie Jackson, County Clerk, John Fuson, Sheriff, Tim Harvey, County Attorney, Jeff Taylor, Director of Accounts and Budgets, and the following Commissioners:

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

PRESENT: 20

ABSENT: Arnold Hodges (1)

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



**Mayor Jim Durrett was elected Chairperson of the Legislative Body.**

**Commissioner John Gannon was elected Chairperson Pro Tempore of the Legislative Body.**

Commissioner Rocconi exited the meeting at approximately 6:05 p.m. The minutes shall reflect nineteen (19) Commissioners present.

Dave Kaske, Director of Animal Control, presented Certificates of Appreciation to Bill Kinney and Justin Slate in recognition of their outstanding dedication, commitment, and hard work at the Montgomery County Animal Care and Control Ft. Campbell, KY site.

**The following Resolutions were Adopted:**

**CZ-15-2020** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Norman C. Rawlins Jr. Trust & Angie Rawlins

**CZ-16-2020** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Erle Butts

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

**20-9-1** Resolution of Montgomery County Board of Commissioners Approving Amendments to the 2020-21 School Budget

**20-9-2** Resolution to Accept and Appropriate Funds for a Federal Emergency Management and the Department of Homeland Security FY2020 Assistance to Firefighters Grant – COVID-19 Supplemental in the County General Fund

**20-9-3** Resolution to Amend the Budget to Accept Grant Funds from the State of Tennessee, Department of State, Division of Elections Using Grants Authorized by the Cares Act

**20-9-4** Resolution to Accept and Appropriate Funds from the State of Tennessee Department of Finance and Administration Office of Criminal Justice Programs for the Mental Health Transport Grant Program

**20-9-5** Resolution to Amend the Budget to Accept Joint Grant Funds from the Bureau of Justice Assistance of the United States Department of Justice

**20-9-6** Resolution to Adopt an Interlocal Agreement Between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance (JAG) of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds

**20-9-7** Resolution to Appropriate Funds from Sexual Offender Registry Reserve

- 20-9-8** Resolution to Authorizing Montgomery County to Enter into a Farm Lease Agreement for the Purposes of Maintaining Certain Portions of the Public Safety Training Complex
- 20-9-10** Resolution to Appropriate Funding for the Purchase of Art Using Funding from Bond Proceeds Dedicated for Such Purchase

**The following items were Approved as part of the Consent Agenda:**

- Commission Meeting Minutes dated August 10, 2020
- County Clerk's Report and Notary List
- Nominating Committee Nominations
- County Mayor Appointments

**The following Resolutions were Adopted:**

- 20-9-9** Resolution to Adopt the 2021 Legislative Agenda as Presented by the Legislative Liaison Committee (pulled from Consent Agenda)
- 20-9-11** Resolution to Establish Juneteenth as a Legal Paid Holiday for Montgomery County Government and Employees Beginning on June 19, 2021
- 20-9-12** Resolution to Authorize the Regional Planning Commission to Rehear a Matter
- 20-9-14** Resolution to Amend Resolution 20-5-2
- 20-9-15** Amended Resolution to Levy a County-Wide Motor Vehicle Tax
- 20-9-16** Resolution of the County Commission of Montgomery County, Tennessee Authorizing the Execution of a Purchase Agreement and Interlocal Agreement Relating to the Acquisition of a Site to be Used for School Facilities
- 20-9-17** Resolution of the Montgomery County Board of Commissioners Appropriating Architect Funds Through the Bidding Phase for the Construction of the Eighth CMCSS Middle School

**The following Resolutions were Pulled from the Agenda:**

- 20-9-13** Resolution to Limit the Rehearing of Matters by the Legislative Body Previously Heard
- 20-9-18** Resolution Amending the Budget of the Montgomery County Capital Projects Fund Appropriating Funds Received from the Governor's Local Government Support Grant in an Amount Not to Exceed One Hundred Thirty Thousand Dollars (\$130,000) for the Maintenance & Repair of the South Road at the Montgomery County Public Safety Training Complex

**Reports Filed:**

1. Building and Codes Monthly Report
2. Trustee's Monthly Report
3. CMCSS Quarterly Finance Report
4. CMCSS Quarterly Construction Report
5. TN Comptroller of Treasury's FY21 Budget Approval Letter
6. Accounts and Budgets Monthly Reports

**The Board was adjourned.**

Submitted by:

  
Kellie A. Jackson  
County Clerk





**County Clerk's Report  
October 12, 2020**

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of September 2020.

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

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

This the 12<sup>th</sup> day of October 2020.

Kellie A Jackson  
County Clerk by Tiffany Byard, DC



## OATHS OF DEPUTIES SHERIFF

| NAME              | OFFICE         | DATE       |
|-------------------|----------------|------------|
| Janetta Adams     | Deputy Sheriff | 09/25/2020 |
| Alexis Bergen     | Deputy Sheriff | 09/25/2020 |
| Jacqueline Bumpas | Deputy Sheriff | 09/25/2020 |
| Casey Burns       | Deputy Sheriff | 09/25/2020 |
| Stephanie Carnall | Deputy Sheriff | 09/25/2020 |
| Dwayne Jones      | Deputy Sheriff | 09/25/2020 |
| Damien Roche      | Deputy Sheriff | 09/25/2020 |

## OATHS OF DEPUTY COUNTY OFFICIALS

| NAME              | OFFICE                            | DATE       |
|-------------------|-----------------------------------|------------|
| Brandi LaPoint    | Deputy County Clerk               | 09/08/2020 |
| Honor Geiger      | Deputy Circuit Court Clerk        | 09/15/2020 |
| Phederica S. Dean | Deputy Trustee                    | 09/29/2020 |
| Mary A. Scott     | Deputy Trustee (Staff Accountant) | 09/29/2020 |

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

Notaries to be elected October 12,2020

| NAME                     | HOME ADDRESS AND PHONE   | BUSINESS ADDRESS AND PHONE                                      |
|--------------------------|--|---|
| 1. KAMISHA ANDERSON      | 1318 WHETSTONE CT<br>CLARKSVILLE TN 37042<br>915-258-7185                | 1318 WHETSTONE CT<br>CLARKSVILLE TN 37042                       |
| 2. ALEAH BACINO          | 227 S COMMERCE ST<br>ADAMS TN 37010<br>321 501 2557                      | 2595 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>931 552 1111 |
| 3. WILLIAM BAEZ          | 111 NOTTINGHAM PL<br>CLARKSVILLE TN 37042<br>863 342 311                 | N/A   |
| 4. RACHEL BARKER         | 454 CRANKLEN CIR<br>CLARKSVILLE TN 37042<br>559 816 1940                 | 2315 MADISON ST<br>CLARKSVILLE TN 37043<br>931 503 0766         |
| 5. DAVID BARTLETT        | 1046 DWIGHT EISENHOWER<br>WAY<br>CLARKSVILLE TN 37042<br>303 775 1030    | 1816 MADISON ST<br>CLARKSVILLE TN 37043<br>931 920 7679         |
| 6. RAEANNE BLACK         | 2369 HWY 149<br>PALMYRA TN 37142<br>931 216 1530                         | 1202 MADISON ST<br>CLARKSVILLE TN 37040<br>931 919 0947         |
| 7. KELLY M BOONE         | 120 COMMERCE STREET<br>CLARKSVILLE TN 37040<br>931 401 8595              | 120 COMMERCE STREET<br>CLARKSVILLE TN 37040<br>931 401 8595     |
| 8. JEREMIAH LUIS BORRAJO | 1701 ROCK BRIDGE RD<br>BETHPAGE TN 37022<br>615 556 2295                 | 2269 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>615 426 5307 |
| 9. THOMAS E BOSECKER     | 3422 QUEENSBURY RD<br>CLARKSVILLE TN 37042<br>714-865-8990               | 2204 MADISON ST A<br>CLARKSVILLE TN 37043<br>7148658990         |
| 10. TIMOTHY R BROWN      | 3331 GREENSPOINT DR<br>CLARKSVILLE TN 37042<br>615-689-1256              | 3331 GREENSPOINT DR<br>CLARKSVILLE TN 37042<br>6152078559       |
| 11. WILLIAM L CARPENTER  | 851 TED A CROZIER BLVD SR<br>APT<br>CLARKSVILLE TN 37043<br>615 571 4966 | 2050 LOWES DR<br>CLARKSVILLE TN 37040<br>931 431 2161           |
| 12. ANGELA CARRASCO      | 673 ELLIE NAT DR<br>CLARKSVILLE TN 37040<br>561 537 6470                 | 2017 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>931 538 3501 |



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Notaries to be elected October 12,2020

| NAME                         | HOME ADDRESS AND PHONE  | BUSINESS ADDRESS AND PHONE  |
|------------------------------|---|---|
| 13. ELIZABETH NICOLE CARROLL | 283 EARL SLATE ROAD<br>CLARKSVILLE TN 37043<br>931 561 3292       | 1191 FT CAMPBELL BLVD STE C<br>CLARKSVILLE TN 37042<br>931-561-3292 |
| 14. DAWN M CILUFFO           | 609 GRANT AVE<br>OAK GROVE KY 42262<br>616 309 7746               | 1503 FORT CAMPBELL BLVD A<br>CLARKRANGE TN 37042<br>931 933 8934    |
| 15. MATTHEW CLAFFEY          | 1509 REMBRANDT DR<br>CLARKSVILLE TN 37040<br>614 441 5127         | 3050 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>931 221 0141     |
| 16. HEATHER CORDER           | 1329 WENNONA DR<br>CLARKSVILLE TN 37042<br>706 573 7615           | 121 S 3RD STREET<br>CLARKSVILLE TN 37040<br>931 647 1501            |
| 17. ASHLEY CORNETT           | 681 OLD HWY 48<br>CLARKSVILLE TN 37040<br>931-624-2001            |   |
| 18. TERRICA DENNIS           | 951 PROMENADE DRIVE<br>ADAMS TN 37010<br>931-338-4892             |   |
| 19. LADONNA SUE DOWDY        | 2596 STONES MANOR WAY<br>CLARKSVILLE TN 37043<br>931 980 8990     | 1202 MADISON ST<br>CLARKSVILLE TN 37043<br>931 919 0947             |
| 20. SARAH M DRIER            | 999 DWIGHT EISENHOWER WAY<br>CLARKSVILLE TN 37042<br>636 575 5495 |   |
| 21. JAMES W DUNN             | 2172 MEMORIAL DR CONDO C6<br>CLARKSVILLE TN 37043<br>931 216 3143 |   |
| 22. CYNTHIA P EDMONDSON      | 217 TREY COURT<br>CLARKSVILLE TN 37043<br>931 801 7357            | 185 HIGHWAY 76 CONNECTOR<br>CLARKSVILLE TN 37043<br>931 552 7555    |
| 23. NICKOLAS EHRHARDT        | 3620 PRESTWICK PL<br>ADAMS TN 37010<br>909 260 0056               |   |
| 24. DALLAS GOZDOWSKI         | 4432 IRONHORSE WAY<br>CLARKSVILLE TN 37040<br>910-584-7851        | 1313 21ST AVE S # 107<br>NASHVILLE TN 37232<br>6159360300           |

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| NAME                  | HOME ADDRESS AND PHONE   | BUSINESS ADDRESS AND PHONE  |
|-----------------------|--|---|
| 25. TIARRA GRAYMAN    | 110 W CONCORD DR APT 307<br>CLARKSVILLE TN 37042<br>931-278-5627 | 2250 WILMA RUDOLPH BLVD STE F<br>CLARKSVILLE TN 37040<br>931-906-9030 |
| 26. SHAWNALEA A GREEN | 2609 ARTHURS CT<br>CLARKSVILLE TN 37042<br>931-539-1524          | 500 HERTIAGE POINTE DR<br>CLARKSVILLE TN 37042<br>931-431-6500        |
| 27. MICHELLE HEARNS   | 535 LAFAYETTE RD APT H2<br>CLARKSVILLE TN 37042<br>313-848-8925  | 719 THOMPSON LANE<br>NASHVILLE TN 37204<br>615-875-4752               |
| 28. CANDACE HOMER     | 2032 BANDERA DR<br>CLARKSVILLE TN 37042<br>931-302-9610          | 128 PUBLIC SQUARE<br>CLARKSVILLE TN 37040<br>931 245 4357             |
| 29. CASEY M JOHNS     | 536 D PATRIOT PARK CT<br>CLARKSVILLE TN 37042<br>615-686-1177    | 2509 G WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>9312458950       |
| 30. KAREN J JOHNSON   | 1724 MERRITT DR<br>CLARKSVILLE TN 37043<br>931 648 3655          | 781 WEATHERLY DR STE A<br>CLARKSVILLE TN 37043<br>931 647 7200        |
| 31. KELSEY JOHNSON    | 2720 WOODLAWN RD<br>WOODLAWN TN 37191<br>931-561-5790            | 412 FRANKLIN ST<br>CLARKSVILLE TN 37040<br>9319195060                 |
| 32. LACEY JOINER      | 3102 TRENTON RD<br>CLARKSVILLE TN 37040<br>931 801 1148          | 2283 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>931 552 1111       |
| 33. BRENN K KNIGHT    | 130 GILKEY DR<br>HOPKINSVILLE KY 42240<br>270 348 4613           | 1121 STONEBROOKE DR<br>CLARKSVILLE TN 37042<br>2704984513             |
| 34. H R LEE           | 1324 MILE HIGH CT<br>CLARKSVILLE TN 37042<br>931 305 3552        | 3050 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>931 221 0141       |
| 35. ELLEN MAHAFFEY    | 417 S 2ND ST<br>CLARKSVILLE TN 37040<br>931 395 4541             | 2595 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>931 552 1111       |
| 36. SARAH L MCDANIEL  | 367 CRUSAW DR<br>CLARKSVILLE TN 37043<br>931 217 4928            | 2269 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>615 278 0281       |

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Notaries to be elected October 12, 2020

| NAME                           | HOME ADDRESS AND PHONE  | BUSINESS ADDRESS AND PHONE  |
|--------------------------------|---|---|
| 37. E HAYSE MCGAHEY            | 3021 LISA DR<br>SPRINGFIELD TN 37172<br>931 220 6777                  | 325 COMMERCE ST<br>CLARKSVILLE TN 37040<br>931 648 7128                   |
| 38. JAMES A MILLER             | 816 CAROUSEL CT<br>CLARKSVILLE TN 37043<br>704 222 4235               | 306 NORTHCREEK BLVD #100<br>GOODLETTSVILLE TN 37072                       |
| 39. CHERYL L MOORE             | 375 SOUTH LANCASTER APT<br>82<br>CLARKSVILLE TN 37042<br>931-266-9632 | 2031 WILMA RUDOLPH BLVD<br>UNIT 3<br>CLARKSVILLE TN 37040<br>931-266-3602 |
| 40. SEAN MURPHEY               | 2704 CIDER DR<br>CLARKSVILLE TN 37040<br>615-428-5899                 | 114 FRANKLIN ST<br>CLARKSVILLE TN 37040<br>931-906-0080                   |
| 41. M NELSON                   | 143 KESWICK CT<br>CLARKSVILLE TN 37040<br>931-241-8500                | 2655 TRENTON RD<br>CLARKSVILLE TN 37040<br>9315387025                     |
| 42. MATTHEW J PHILLIPS         | 137 LEDBETTER LN<br>CLARKSVILLE TN 37043<br>931 241 7945              | 131 HATCHER LANE UNIT A<br>CLARKSVILLE TN 37043<br>931 645 9954           |
| 43. JONATHAN PICKETT           | 517 GEORGETOWN RD<br>CLARKSVILLE TN 37043<br>931-472-8697             |   |
| 44. JERMAINE PURDIE            | 2441 SENSENEY DRIVE<br>CLARKSVILLE TN 37042<br>252-267-9519           | 621 GRACEY AVE<br>CLARKSVILLE TN 37040                                    |
| 45. SHEILA SHIRLENE<br>RATLIFF | 3101 HWY 149<br>PALMYRA TN 37142<br>931 216 6168                      | 120 COMMERCE ST.<br>CLARKSVILLE TN 37040<br>931-648-0611                  |
| 46. SONYA RODGERS              | 3253 TABBY DR<br>CLARKSVILLE TN 37042<br>615 579 7457                 |   |
| 47. LORA SALTER                | 1791 WARFIELD DR<br>CLARKSVILLE TN 37043<br>615-686-7045              | 1791 WARFIELD DR<br>CLARKSVILLE TN 37043<br>615-686-7045                  |
| 48. JENNIFER SCOTT             | 385 LOUISE LN<br>CLARKSVILLE TN 37042<br>573 714 5013                 | 3021 FORT CAMPBELL BLVD<br>CLARKSVILLE TN 37042<br>931 492 9600           |



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Notaries to be elected October 12, 2020

| NAME                          | HOME ADDRESS AND PHONE  | BUSINESS ADDRESS AND PHONE                                    |
|-------------------------------|---|---|
| 49. ABBY SHADOWENS            | 1580 ARMISTEAD DR<br>CLARKSVILLE TN 37042<br>615-684-2295               | 1650 WILMA RUDOLPH BLVD<br>CLARKSVILLE TN 37040<br>6156842295 |
| 50. THERESA A SHEARON         | 1146 A SEVEN MILE FERRY<br>RD N<br>CLARKSVILLE TN 37040<br>931-218-5055 | 3458 DICKERSON PIKE<br>NASHVILLE TN 37207<br>6158705734       |
| 51. MICHELLE L SHELTON        | 1961 STEPFORD DRIVE<br>CLARKSVILLE TN 37043<br>931 436 0954             | 325 COMMERCE ST<br>CLARKSVILLE TN 37040<br>931 648 7143       |
| 52. ROBERT SHORTT             | 1019 DAVIDSON DR<br>CLARKSVILLE TN 37040<br>937 269 4967                | 2315 MADISON ST<br>CLARKSVILLE TN 37043<br>931 503 0766       |
| 53. PATRICIA SIMMONS          | 1512 MAMMY LN<br>CLARKSVILLE TN 37042<br>931 801 4586                   | 2421 HIGHWAY 41A BYPASS<br>SUITE<br>CLARKSVILLE TN 37043      |
| 54. DANNIELLE MONQUE<br>SMITH | 200 HOLLAND DR APT 922<br>CLARKSVILLE TN 37043<br>615-717-4091          |   |
| 55. JAN SUITER                | 119 FOX TRAIL<br>DOVER TN 37058<br>931-206-0217                         | 681 SUMMER ST<br>CLARKSVILLE TN 37040<br>931-221-6228         |
| 56. P SUTTON                  | 217 MILLS DR<br>CLARKSVILLE TN 37042<br>757-319-2927                    | 651 DUNLOP LANE<br>CLARKSVILLE TN 37040<br>9315023029         |
| 57. WILDA TORRES-COLON        | 3754 NADIA COURT<br>CLARKSVILLE TN 37040<br>931 614 8311                | 650 JOEL DRIVE<br>FORT CAMPBELL KY 42223<br>2707988279        |
| 58. MARK S UNDERWOOD          | 1414 JANET WAY<br>CLARKSVILLE TN 37042<br>931 647 2482                  | 112 SOUTH SECOND ST<br>CLARKSVILLE TN 37040<br>931 648 5538   |
| 59. MARIA WOLMART             | 1319 SUNFIELD DR<br>CLARKSVILLE TN 37042<br>239-839-7520                |   |
| 60. HANNAH WRIGHT             | 101 SOPHIE ANN CT<br>CLARKSVILLE TN 37042<br>423 883 0498               | 1960 J MADISON ST<br>CLARKSVILLE TN 37043<br>931 905 1997     |

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Notaries to be elected October 12,2020

| NAME                 | HOME ADDRESS AND PHONE                                 | BUSINESS ADDRESS AND PHONE   |
|----------------------|--|--|
| 61. MONA M WYNNE     | 2650 HOLT LANE<br>CLARKSVILLE TN 37043<br>931-206-5422 | 500 JAMES ROBERTSON<br>PARKWAY<br>NASHVILLE TN 37243<br>615 741 3449 |
| 62. KRISTY ZIMMERMAN | 611 FAWN DR<br>CLARKSVILLE TN 37043<br>931 572 9849    | 793 WEATHERLY DR<br>CLARKSVILLE TN 37043<br>931 645 1373             |

## **NOMINATING COMMITTEE NOMINATIONS**

**OCTOBER 12, 2020**

### **DELINQUENT TAX SALES AND RELEASE COMMITTEE**

2-year

\_\_\_\_\_ nominated to replace Commissioner Charlie Keene for a two-year term to expire October 2022.

### **BOARD OF HEALTH**

4-year

Dr. Carlo Pike (Doctor of Medicine) is reappointed for a four-year term to expire October 2024.

Dr. Mark Hackett (Veterinarian) is reappointed for a four-year term to expire October 2024.

Kevin Judish (Citizen) is reappointed for a four-year term to expire October 2024.



## **COUNTY MAYOR NOMINATIONS**

**OCTOBER 12, 2020**

### **AIRPORT AUTHORITY LIAISON COMMITTEE**

2-year term

Loretta Bryant is nominated to replace Commissioner Lisa Prichard for a two-year term to expire October 2022.

Jerry Allbert is nominated to replace Commissioner Chris Rasnic for a two-year term to expire October 2022.




**Montgomery County Government**  
**Building and Codes Department**

Phone  
931-648-5718

350 Pageant Lane Suite 309  
Clarksville, TN 37040

Fax  
931-553-5121

**Memorandum**

**TO:** Jim Durrett, County Mayor  
**FROM:** Rod Streeter, Building Commissioner   
**DATE:** October 1, 2020  
**SUBJ:** September 2020 PERMIT REVENUE REPORT

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The number of permits issued in September 2020 is as follows: Building Permits 113, Grading Permits 3, Mechanical Permits 115, and Plumbing Permits 18 for a total of 249 permits.

The total cost of construction was \$23,451,077.00. The revenue is as follows: Building Permits \$79,225.56, Grading Permits \$1,354.50, Plumbing Permits \$1,750.00, Mechanical Permits: \$10,900.00 Plans Review \$3,344.00, BZA \$250.00, Re-Inspections \$3,050.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in September 2020 was \$99,874.06.

**FISCAL YEAR 2020/2021 TOTALS TO DATE:**

|                                  |                 |
|----------------------------------|-----------------|
| NUMBER OF SINGLE FAMILY PERMITS: | 232             |
| COST OF CONSTRUCTION:            | \$68,748,729.00 |
| NUMBER OF BUILDING PERMITS:      | 441             |
| NUMBER OF PLUMBING PERMITS:      | 105             |
| NUMBER OF MECHANICAL PERMITS:    | 428             |
| NUMBER OF GRADING PERMITS:       | 8               |
| BUILDING PERMITS REVENUE:        | \$268,563.63    |
| PLUMBING PERMIT REVENUE:         | \$10,550.00     |
| MECHANICAL PERMIT REVENUE:       | \$49,200.00     |
| GRADING PERMIT REVENUE:          | \$4,594.50      |
| RENEWAL FEES:                    | \$448.70        |
| PLANS REVIEW FEES:               | \$20,363.27     |
| BZA FEES:                        | \$1,000.00      |
| RE-INSPECTION FEES:              | \$8,850.00      |
| PRE-INSPECTION FEES:             | \$0.00          |
| SAFETY INSPECTION FEES:          | \$0.00          |
| MISCELLANEOUS FEES:              | \$0.00          |
| MISC REFUNDS                     | \$0.00          |
| SWBA                             | \$0.00          |
| TOTAL REVENUE:                   | \$363,121.40    |

**SEPTEMBER 2020 GROUND WATER PROTECTION**

The number of septic applications received for September 2020 was 0 with total revenue received for the county was \$0.00. The State of Tennessee has went online for all services.

The lease agreement beginning on September 1, 2020-June 30, 2021 was agreed upon between the County and State.

**FISCAL YEAR 2020/2021 TOTALS TO DATE:**

|  |              |
|--|--------------|
| NUMBER OF GROUND WATER APPLICATIONS (SEPTIC) | 0            |
| NUMBER OF SEPTIC TANK DISCLOSURE REQUEST     | 0            |
| GROUND WATER PROTECTION (STATE: \$0.00)      | \$0.00       |
| TOTAL REVENUE:                               | \$363,121.40 |
| RS/bf  |              |

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





**Montgomery County Government**  
**Building and Codes Department**

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Clarksville, TN 37040

Phone  
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931-553-5121

**Memorandum**

**TO:** Jim Durrett, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** October 1, 2020  
**SUBJ:** September 2020 ADEQUATE FACILITIES TAX REPORT

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The total number of receipts issued in September 2020 is as follows: City 139 and County 71 for a total of 210.

There were 179 receipts issued on single-family dwellings, 14 receipts issued on multi-family dwellings with a total of 109 units, 11 receipts issued on condominiums with a total of 11 units, 0 receipts issued on townhouses. There was 0 exemption receipt issued.

The total taxes received for September 2020 was \$158,000.00

The total refunds issued for September 2020 was \$0.00.

Total Adequate Facilities Tax Revenue for September 2020 was \$158,000.00

**FISCAL YEAR 2020/2021 TOTALS TO DATE:**

|  |         |     |
|--|---------|-----|
| TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued: | City:   | 406 |
|  | County: | 288 |
|  | Total:  | 694 |

|                |        |
|----------------|--------|
| TOTAL REFUNDS: | \$0.00 |
|----------------|--------|

|                       |              |
|-----------------------|--------------|
| TOTAL TAXES RECEIVED: | \$487,500.00 |
|-----------------------|--------------|

| <u>NUMBER OF LOTS AND DWELLINGS ISSUED</u> | <u>CITY</u> | <u>COUNTY</u> | <u>TOTAL</u> |
|--|-------------|---------------|--------------|
| LOTS 5 ACRES OR MORE:                      | 2           | 19            | 21           |
| SINGLE-FAMILY DWELLINGS:                   | 356         | 235           | 591          |
| MULTI-FAMILY DWELLINGS (63 Receipts):      | 280         | 57            | 337          |
| CONDOMINIUMS: (13 Receipts)                | 2           | 11            | 13           |
| TOWNHOUSES:                                | 0           | 0             | 0            |
| EXEMPTIONS: (6 Receipts)                   | 2           | 4             | 6            |
| REFUNDS ISSUED: (0 Receipt)                | (0)         | (0)           | (0)          |

RS/bf

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