

CITIZENS TO ADDRESS THE COMMISSION

1. Billy McCraw – Widening of Rossvie Road

CALL TO ORDER – Mayor Durrett

PRESENTATION

1. Proclamation – Month of the Military Child – Deanna McLaughlin

ZONING RESOLUTION

AB-1-2022 Abandonment of Fisherman’s Alley

RESOLUTIONS

- 22-4-1*** Resolution to Accept and Appropriate Joint Grant Funds from the Bureau of Justice Assistance of the United States Department of Justice
- 22-4-2*** Resolution to Amend the Sheriff’s Office Motor Vehicle Budget for Fiscal Year 2022
- 22-4-3*** Resolution to Amend Resolution 21-6-11 Authorizing the Industrial Development Board to Apply for a Grant from the Tennessee Valley Authority Through InvestPrep Grant Program
- 22-4-4*** Resolution Authorizing Montgomery County to Enter into a Lease Agreement for the Purpose of Farming Certain Portions of County Owned Property Known as the Kirkwood Property and Leasing Certain Portions of the Same Property to Bi-County Solid Waste by Interlocal Agreement
- 22-4-5*** Resolution Authorizing Montgomery County to Sale and Convey Property Acquired by Tax Sale Pursuant to T.C.A. 67-5-2507

*** CONSENT AGENDA CONSIDERATION**

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

DISCUSSION

REPORTS FOR APPROVAL

1. * Commission Minutes dated March 14, 2022
2. * County Clerk’s Report and Notary List
3. * Nominating Committee Nominations
4. * County Mayor Nominations and Appointments

VERBAL REPORTS

1. School Board Liaison – Commissioner John Gannon
2. Highway Commission – Commissioner Rickey Ray

REPORTS FILED

1. Letter from Tennessee Comptroller of Treasury – Report Extension Approval
2. Building & Codes Monthly Reports

ANNOUNCEMENTS

ADJOURN

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

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

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

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

Name Billy McCraw

Address 2385 Rossvie Rd

Telephone 931-551-6717, 642-0187, 237 7816

Subject Matter Widening of Rossvie Road

Individual or organization (if any) you represent Billy McCraw

Address 2385 Rossvie Rd

Signature Billy McCraw Date April 1, 2022

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

MONTGOMERY COUNTY GOVERNMENT



PROCLAMATION

By The County Mayor

WHEREAS, *April is designated as the “Month of the Military Child,” stressing the important role our military families have in helping to sustain our fighting forces. It is essential to recognize these dependents while their parents serve our nation; and*

WHEREAS, *the Month of the Military Child is part of the legacy left by former Defense Secretary Caspar Weinberger, who established the commemoration in 1986; and*

WHEREAS, *in communities around the world, essential strategic necessities are to establish an educational system that progressively builds the college and career readiness of all military dependents; and to challenge each student to maximize his or her potential to excel academically, socially, emotionally and physically for life, college and career readiness; and*

WHEREAS, *throughout the month of April, we encourage schools to plan special events to honor military children and have administrators and principals incorporate the theme of this month into their everyday duties and responsibilities; and*

WHEREAS, *the military youth of today and tomorrow promise to be among the most active and involved populations in our nation’s history; and*

WHEREAS, *we encourage everyone to wear the color purple during the month of April and light any buildings purple on Wednesday, April 20th for the official “Purple Up! For Military Kids’ Day and to show support for the military child.*

NOW, THEREFORE, I, JIM DURRETT, *Mayor of Montgomery County and on behalf of the citizens of this great community, do hereby proclaim April 2022 as*

“MONTH OF THE MILITARY CHILD”

and recognize the military families and their children for the daily sacrifices they make and the challenges they overcome.



COUNTY MAYOR

RESOLUTION APPROVING THE VACATION OF A PORTION OF JACKSON RIDGE ROAD (FORMERLY FISHERMANS ALLEY)

WHEREAS, Application was made by Bryce Powers for vacation of a portion of Jackson Ridge Road (formerly Fishermans Alley); being north of Highway 149; being approximately 50 +/- feet wide and 1,993 +/- feet long; containing approximately 99,650 +/- sq. ft.; shown on Montgomery County tax map 118, and within parcel 014.00 also shown on "Attachment A" herein; and

WHEREAS, the application was reviewed by the County Highway Supervisor according to established procedures adopted by the Montgomery County Commission (Resolution 10-7-4) and was forwarded to the Regional Planning Commission for consideration; and

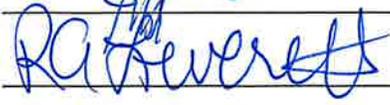
WHEREAS, the Regional Planning Commission reviewed the County Highway Supervisor's letter and documentation and recommends for the vacation of a portion of Jackson Ridge Road (formerly Fishermans Alley) to the County Commission and voted for approval at their regularly scheduled meeting on March 29, 2022; and

WHEREAS, no retention of any easements is required for this vacation.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 11th day of April 2022, that the above described public right-of-way is hereby approved.

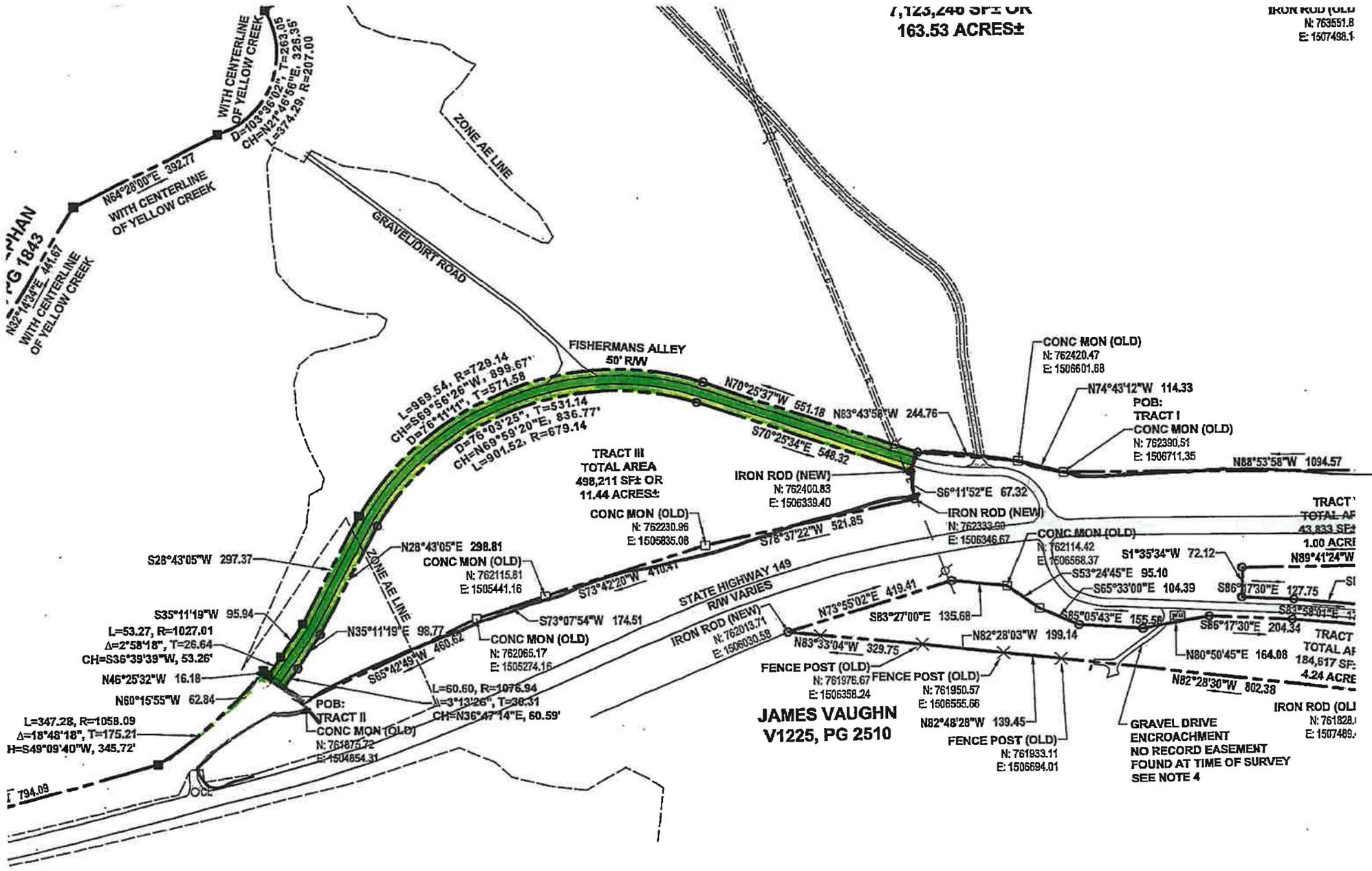
Duly passed and approved this 11th day of April 2022.

Sponsor 

Commissioner 

Approval _____
County Mayor

Attested _____
County Clerk



1,125,240 SF OR
163.53 ACRES±

IRON ROD (OLD)
N: 763551.8
E: 1507488.1

PG 1843
N32°14'34"E 441.67'
WITH CENTERLINE
OF YELLOW CREEK

WITH CENTERLINE
OF YELLOW CREEK
D=103°36'02" T=269.05'
CH=N21°16'56"E 925.35'
L=3774.29 R=207.00

L=347.28, R=1058.09
Δ=18°48'18", T=175.21
H=S49°09'40"W, 345.72'

S35°11'19"W 95.94
L=53.27, R=1027.01
Δ=2°58'18", T=26.64
CH=S36°39'39"W, 53.26'

S28°43'05"W 297.37

POB:
TRACT II
CONC MON (OLD)
N: 764875.72
E: 1504854.31

L=60.60, R=1076.94
Δ=3°13'28", T=38.31
CH=N36°47'14"E, 60.59'

N28°43'05"E 298.81
CONC MON (OLD)
N: 762115.81
E: 1505441.16

TRACT III
TOTAL AREA
498,211 SF± OR
11.44 ACRES±

FISHERMANS ALLEY
50' R/W

L=969.54, R=729.14
CH=S69°56'26"W, 899.67'
D=76°11'11" T=571.58

D=76°03'25" T=531.14
CH=N69°59'20"E, 836.77'
L=901.52, R=679.14

IRON ROD (NEW)
N: 762400.83
E: 1506339.40

CONC MON (OLD)
N: 762230.96
E: 1505835.08

IRON ROD (NEW)
N: 762013.71
E: 1506030.58

FENCE POST (OLD)
N: 761978.67
E: 1506358.24

FENCE POST (OLD)
N: 761950.57
E: 1506555.66

FENCE POST (OLD)
N: 761933.11
E: 1506694.01

CONC MON (OLD)
N: 762420.47
E: 1506601.68

N74°43'12"W 114.33
POB:
TRACT I
CONC MON (OLD)
N: 762390.51
E: 1506711.35

IRON ROD (NEW)
N: 762333.99
E: 1506346.67

CONC MON (OLD)
N: 762114.42
E: 1506568.37

TRACT I
TOTAL AF
43,833 SF±
1.00 ACRES±

S1°35'34"W 72.12

S53°24'45"E 95.10

S65°33'00"E 104.39

S86°17'30"E 127.75

S86°17'30"E 204.34

S86°50'45"E 164.08

N82°28'30"W 802.38

TRACT II
TOTAL AF
184,617 SF±
4.24 ACRES±

IRON ROD (OLD)
N: 761828.1
E: 1507488.1

GRAVEL DRIVE
ENCROACHMENT
NO RECORD EASEMENT
FOUND AT TIME OF SURVEY
SEE NOTE 4

STATE HIGHWAY 149
R/W VARIES

GRAVEL DIRT ROAD

ZONE AE LINE

ZONE AE LINE

L=794.09

O.C.

N88°53'58"W 1094.57

N70°25'37"W 551.18

S70°25'34"E 548.32

S6°11'52"E 67.32

S78°37'22"W 521.85

S73°07'54"W 174.51

S73°42'20"W 410.41

N73°55'02"E 419.41

S63°27'00"E 135.68

N83°33'04"W 329.75

N82°28'03"W 199.14

N82°48'28"W 139.45

S85°05'43"E 155.58

S83°58'04"E 41.14



AB-01-2022

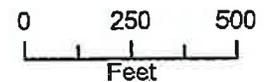
APPLICANT:
BRYCE POWERS

AGENT/ENGINEER
BRYCE POWERS

MAP & PARCEL
NA

NA ZONING
MF UNITS: 0
1.4 +/- ACRES

Scale: 1:5,000



 **AB-01-2022**
Parcels

3/29/2022

**RESOLUTION TO ACCEPT AND APPROPRIATE
JOINT GRANT FUNDS FROM THE BUREAU OF JUSTICE ASSISTANCE
OF THE UNITED STATES DEPARTMENT OF JUSTICE**

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance has awarded a \$69,255.00 for the 2021 JAG award period, to be divided between the City of Clarksville and Montgomery County for various law enforcement projects including communication services and associated communication equipment; and

WHEREAS, Resolution 21-9-3, *Resolution to Adopt an Interlocal Agreement between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds*, states that the City of Clarksville is the grantee and will pass a portion of these funds in the amount of \$20,776.000 as stipulated above to Montgomery County, the sub-recipient; and

WHEREAS, there is no required match of funds and there is no requirement that these projects be continued under the terms of the grant on expiration.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Montgomery County, Tennessee, meeting this the 11th day of April 2022, that Montgomery County hereby accepts \$20,776.00 from the United States Department of Justice, Bureau of Justice Assistance for the purposes herein stated and detailed as follows:

Other Federal Revenue	101-54110-00000-54-47590-G2260	<\$20,776.00>
Communication Services	101-54110-00000-54-53070-G2260	\$15,776.00
Communication Equipment	101-54110-00000-54-57080-G2260	\$5,000.00

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

Duly passed and approved this the 11th day of April 2022.

Sponsor  _____

Commissioner  _____

Approved  _____
County Mayor

Attest _____
County Clerk

**RESOLUTION TO AMEND THE SHERIFF'S OFFICE
MOTOR VEHICLE BUDGET FOR FISCAL YEAR 2022**

WHEREAS, the Sheriff's Office has a need to replace certain motor vehicles that are no longer suitable for regular use within the operation; and

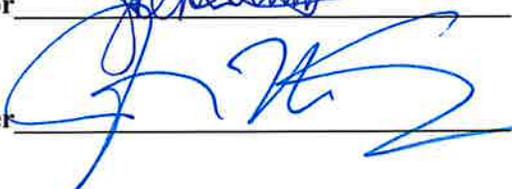
WHEREAS, the Sheriff's Office has monies available from Insurance Recovery, Sale of Seized and Surplus Property, and unspent salary and benefit appropriations due to vacant position that are suitable for one-time expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on the 11th day of April 2022, authorize the transfer of funds in the amounts listed below to replace eight motor vehicles; and that the Director of Accounts and Budgets amend the following accounts accordingly:

PROCEEDS CONFISCATED PROP	101-54110-00000-54-42910	<\$10,646.00>
SALE OF EQUIPMENT	101-54110-00000-54-44530	<\$22,775.00>
INSURANCE RECOVERY	101-54110-00000-54-49700	<\$45,500.00>
MEDICAL INSURANCE	101-54110-00000-54-52070	<\$210,000.00>
DEPUTIES	101-54120-00000-54-51060-00076	<\$55,000.00>
MEDICAL INSURANCE	101-54120-00000-54-52070-00076	<\$25,000.00>
MOTOR VEHICLES	101-54110-00000-54-57180	\$368,921.00
		-0-

Duly passed and approved this 11th day of April 2022.

Sponsor 

Commissioner 

Approved _____
County Mayor

Attested _____
County Clerk

RESOLUTION TO AMEND RESOLUTION 21-6-11 AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD TO APPLY FOR A GRANT FROM THE TENNESSEE VALLEY AUTHORITY THROUGH THE INVESTPREP GRANT PROGRAM

WHEREAS, The Board of County Commissioners authorized the proceeds (\$533,979) from the sale of property in the North portion of the Industrial Park located on Guthrie Highway (Map & Parcel ID 015 00302) to serve as matching funds for an InvestReady grant for which the IDB was applying in order to develop a construction-ready site (Site #28; Map & Parcel ID 039 02000 000); and

WHEREAS, the aforementioned InvestReady grant was not awarded to IDB for site #28; and

WHEREAS, funds are required to match a different TVA InvestReady Grant for the development of a construction-ready site in the north portion of the Industrial Park identified by the IDB as site #7 (Map & Parcel ID 039 02100 000); and

WHEREAS, funds are required to match a Tennessee Economic and Community Development Site Development Grant (SDG) for the development of a construction-ready site in the south portion of the Industrial Park identified by the IDB as site #19B (Map & Parcel ID 015 00301 000); and

WHEREAS, the precise amounts, advantageous distribution, and required timing of needed matching funds for the aforementioned, and other, grants depend upon project activity and a competitive grant application process administered by multiple grant sources.

NOW THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 11th day of April 2022, that the appropriate officers of the IDB Board be authorized and directed to hold all of the aforementioned net proceeds of \$533,979 and commit them, at the direction of the IDB Board, in part or whole in a strategic manner that ensures the highest and best use of these funds to match TVA or TECD grants awarded for the development of industrial park properties.

Duly passed and approved this 11th day of April 2022.

Sponsor  _____

Commissioner  _____

Approved _____

Attested _____
County Clerk

**RESOLUTION AUTHORIZING MONTGOMERY COUNTY
TO ENTER INTO A LEASE AGREEMENT FOR THE PURPOSE
OF FARMING CERTAIN PORTIONS OF COUNTY OWNED PROPERTY
KNOWN AS THE KIRKWOOD PROPERTY AND LEASING CERTAIN PORTIONS OF
THE SAME PORPERTY TO BI-COUNTY SOLID WASTE BY INTERLOCAL
AGREEMENT**

WHEREAS, Montgomery County, Tennessee, owns real property, formerly known as the Kirkwood School Complex, and identified on map and parcel #15-10, in northeast Montgomery County and accessible from Arkadelphia and Webb Roads; and

WHEREAS, this property consists of a 152 acres tract with 129 +/- of said acres as suitable for farming; and

WHEREAS, Montgomery County has an existing lease with Chester Farms for 129 acres of that tract suitable for crop production and desires to enter into an Interlocal agreement with Bi County Solid Waste Management for a portion thereof of approximately 4 acres that would reduce the suitable farm acreage to Chester Farms; and

WHEREAS, both Chester Farms and Bi County Solid Waste Management have agreed generally to terms for each to consider as represented by the new "Lease to Chester Farms" as exhibit A and the "Interlocal Agreement with Bi County Solid Waste", exhibit B, to be presented to each for their final approval.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular session on this 11th day of April 2022 that Montgomery County is authorized to enter into a one-year lease agreement, with three one-year renewal options, for the purposes of crop tilling a portion of the Kirkwood property as shown, and is authorized to enter into the Interlocal Agreement with Bi County Solid Waste as shown as Exhibit A and B. County Mayor may execute and deliver either agreement or contract to carry out the mandate of this resolution in substantially the form submitted with such completions, omissions, insertions and changes as may be approved by the officer executing it; his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes.

Duly passed and approved this 11th day of April 2022.

Sponsor J. Dunbar

Commissioner R. G. Barrett

Approved _____
County Mayor

Attested _____
County Clerk

EXHIBIT A

FARM LEASE

This Lease Agreement, made and executed on the 6th day of January 2022, by and between Montgomery County Government, referred to as Lessor, and Chester Farms, referred to as Lessee. In consideration of the mutual covenants contained in this Lease Agreement, the parties agree as follows:

1. **PROPERTY DESCRIPTION AND USE OF PREMISES:** Upon the terms and conditions specified in this Lease Agreement, Lessor leases to Lessee, to occupy and to use for agricultural purposes approximately 152.05 acres, and being the same property conveyed to Lessor from Laurence G. Teeter, Jr. and James Davis Teeter by deed of record in Official Record Book Volume 1234 Page 459, in the Register's Office for Montgomery County, Tennessee, Map and Parcel Number 015-01000. Excluded from this 152 acres is approximately 4 acres found along the southwestern corner of said parcel, adjacent to the R J Corman Rail Line which is leased to a third party otherwise.
2. **TERM:** The term of this Lease Agreement shall be for the 2022 crop year beginning January 11, 2022 and terminating December 31, 2022. Lessee will not have access to the subject realty after December 31, 2022.
3. **RENT:** Lessee agrees to pay Lessor, as annual cash rent, for the above-described realty, a sum equal to \$210.00 per tillable acre, which is 124 as determined by the most current FSA map. Lessee shall pay to Lessor rent, in the amount of, \$13,020.00 on or before April 1, 2022 and a second rent payment of \$13,020.00 on October 1, 2022.
4. **PERMISSIBLE USES:** The premises leased to Lessee, for agricultural purposes only for the growing of crops. All operations, uses, and purposes in furtherance, carried on, and conducted, in an efficient manner, in accordance with the best practices and husbandry, employed and practiced in the area.
5. **LESSOR OBLIGATIONS:** Lessor's sole obligation is to furnish the real property asset forth herein.
6. **LESSEE'S OBLIGATIONS:** Lessee agrees to furnish the services, and to pay the items of expense, listed below:
 - (A) All the machinery, equipment and labor necessary to farm the demised premises properly; and
 - (B) All seed, inoculations and disease treatment materials, and fertilizers.
 - (C) Insurance on all of Lessee's assets on the property, including, but not limited to, crops, hay, and equipment and insurance on the building on the subject realty.

7. **LESSEE'S DUTIES IN OPERATING FARM:** In addition to the agreements covered by the above Sections of this Lease Agreement, Lessee further agrees as follows:
 - (A) Faithfully cultivate the farm in a timely, thorough, and a farmer-like manner on an annual basis, including lime and fertilization in accordance with the University of Tennessee soil test regulations.
 - (B) To ensure that premises and any improvements thereon are in as good repair and condition as they are at the commencement of the Lease, or in as good repair and condition as they may be put by Lessor during the term of the Lease, ordinary wear, loss by fire, or unavoidable destruction excepted.
 - (C) To prevent all unnecessary waste, or loss or damage to the property of Lessor, and to keep the farmstead neat and orderly.

8. **LIABILITY OF LESSOR TO THIRD PERSONS:** Lessee agrees, to hold Lessor harmless and indemnify Lessor, and all extensions of this Lease Agreement, from any and all liability and claim for damages, arising out of the injury to persons and property, while in or upon the premises, during and through the term to expiration of this agreement, to include all extensions. Lessee shall maintain general liability insurance on the leased premises, in an amount agreed upon by Lessor and shall have Lessor as additional named insured. Lessee shall provide Lessor proof of insurance upon demand.

9. **BINDING EFFECT:** The provisions of this Lease Agreement shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties, unless modified by mutual agreement.

10. **ASSIGNMENT OR SUBLETTING:** Lessee shall not assign this Lease, or any interest in this Lease Agreement, nor sublet the demised premises, or any part of the demised premises, without Lessor's prior, expressed, and written consent. Lessee shall not permit the demised premises or any part of the demised premises, to be occupied or possessed by any person or persons other than Lessee's agent and employees, without the prior written consent of Lessor.

11. **WAIVER BY LESSOR OF BREACH BY LESSEE:** The waiver by Lessor of breach of any covenant or condition in this Lease Agreement shall not constitute a waiver of such covenant or condition, nor a waiver of a future breach of the same or any covenant or condition of this Lease Agreement. The acceptance of rent by Lessor, with or without knowledge of a previous breach, a waiver of a previous breach, or breaches, by Lessee of any covenant or condition contained in this Lease Agreement, other than the one for which payment is so accepted.

12. **REMEDIES ON DEFAULT:**
 - (A) Lessee agrees, that in the event it defaults or breaches on the performance of any terms, covenants, or conditions of this Lease Agreement, Lessor may, remedy now or hereinafter available, at law or in equity, have the rights and remedies set forth, which shall be deemed cumulative and not exclusive of those available at law or in equity.
 - (B) Lessor agrees, that in the event it defaults or breaches on the performance of any terms, covenants, or conditions of this Lease Agreement, Lessee may, remedy now or hereinafter available, at law or in equity, have the rights and remedies set forth, which shall be deemed cumulative and not exclusive of those available at law or in equity.

13. **GOVERNING LAW:** Agreed upon that this Lease Agreement, be governed by and in accordance with the laws of the State of Tennessee.
14. **ATTORNEY FEES:** In the event either party employs an attorney to enforce this Lease Agreement or to enforce compliance with any of the covenants or provisions herein, the non-prevailing party shall be liable for reasonable attorney's fees, and costs and expenses incurred by the prevailing party.
15. **ENTIRE AGREEMENT:** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease agreement.
16. **MODIFICATION OF AGREEMENT:** Any modification of this Lease Agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidence in a writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Lease Agreement has signified execution on the date indicated below.

LESSOR

Mayor Jim Durett for Montgomery County Government

DATE

LESSEE

LESSEE-Chester Farms

DATE

EXHIBIT B

**INTERLOCAL AGREEMENT AMONG MONTGOMERY COUNTY, TENNESSEE
AND
BI COUNTY SOLID WASTE MANAGMENT**

This Interlocal Agreement made and entered into between Montgomery County, Tennessee (hereinafter referred to as "County"), the Bi County Solid Waste Management (hereinafter referred to as "Bi County") and hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, the Bi County is a governmental agency as defined by Tennessee Law promoting a public purpose; and

WHEREAS, the Bi County in its mission has identified a need for the lease of land near existing; and

WHEREAS, Montgomery County is the owner of land available and suitable for this purpose; and

WHEREAS, the lease of this land under terms agreeable to each party would be of benefit to each entity the parties hereto enter into this Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. PROPERTY DESCRIPTION AND USE OF PREMISES:** Upon the terms and conditions specified in this Interlocal Lease Agreement, County leases to Bi County, to occupy and to use for ~~agricultural purposes~~, **as outlined in Section 4**, approximately 4 acres of a tract of 152.05 acres, and being the same property conveyed to County from Laurence G. Teeter, Jr. and James Davis Teeter by deed of record in Official Record Book Volume 1234 Page 459, in the Register's Office for Montgomery County, Tennessee, Map and Parcel Number 015-01000. The 4 acres area portion of this tract along the southwestern corner of said parcel, adjacent to the RJ Corman Rail Line.
- 2. TERM AND EARLY TERMINATION:** The term of this Lease Agreement shall be for beginning July 1, 2022 and terminating on June 30, 2025. Bi County will not have access to the subject realty after June 30, 2025, unless the parties reach an agreement in writing otherwise to extend this agreement. With or without cause, either party may terminate the term of this agreement party for its own convenience and within its sole discretion, upon 90 days notice to the other and upon such, terms acceptable to Montgomery County, again within its sole discretion, the surrender of the properly and its return to its original condition and state shall be established for which Bi County shall have the burden to fulfil.

3. **RENT:** Bi County agrees to pay County, as annual cash rent for the above-described realty, a sum equal to ~~\$1.00 per year.~~ **\$210.00 per acre.** Bi County shall pay to County this sum on June 30, 2022, and continuing thereafter annually for this initial lease term.
4. **PERMISSIBLE USES:** The premises are leased to Bi County strictly limited to only the storage of topsoil/**clay** which is uncontaminated and without containments. The use can be for no other purpose and for illustration, but without limiting the restriction of use, no equipment, shed, materials are allowed to be kept on the property, no water retention features are allowed; and Bi County must maintain erosion control and compliance with all applicable regulations, laws and standards must be met at the cost and expense of Bi County. Bi County must maintain Liability Insurance for all purposes and upon the termination of this agreement must return the property to it condition at the beginning of this agreement.
5. **COUNTY'S OBLIGATIONS:** County's sole obligation is to furnish the real property as set forth herein.
6. **BI COUNTY'S DUTIES:** In addition to the agreements covered by the above Sections of this Lease Agreement, Bi County further agrees as follows:
 - (A) Bi County must maintain erosion control and compliance with all applicable regulations, laws and stateards must be met at the cost and expense of Bi County.
 - (B) To ensure that premises and any improvements thereon are in as good repair and condition as they are at the commencement of the Lease, or in as good repair and condition as they may be put by County during the term of the Lease, ordinary wear, loss by fire, or unavoidable destruction excepted.
 - (C) To prevent all unnecessary waste, or loss or damage to the property of County, and to keep the area neat and orderly.
8. **LIABILITY OF COUNTY TO THIRD PERSONS:** Bi County agrees to hold County harmless and indemnify County, during the term of this Lease Agreement from any and all liability and claim for damages arising out of the injury to persons and property while in or upon the premises. Bi County shall maintain general liability insurance on the leased premises in an amount agreed to by County and shall have County as additional named insured. Bi County shall provide County proof of such insurance upon demand. **In the event weather hampers the return of the property to its original state, both parties can agree to an extension beyond the 90 day time period.**
9. **BINDING EFFECT:** The provisions of this Lease Agreement shall be binding on the heirs, executors, administrators, and assigns of both County and Bi County in like manner as upon the original parties, unless modified by mutual agreement.

10. **ASSIGNMENT OR SUBLETTING:** Bi County shall not assign this Lease, or any interest in this Lease Agreement, nor sublet the demised premises, or any part of the demised premises, without County's prior, express, and written consent. Bi County shall also not permit, without the prior written consent of County, the demised premises, or any part of the demised premises, to be occupied or possessed by any person or persons other than Bi County's agent and employees.
11. **WAIVER BY COUNTY OF BREACH BY BI COUNTY:** The waiver by County of breach of any covenant or condition in this Lease Agreement shall not constitute a waiver of such covenant or condition, nor a waiver of a future breach of the same or any covenant or condition of this Lease Agreement. The acceptance of rent by County, with or without knowledge of a previous breach, shall not be deemed a waiver of a previous breach or breaches, by Bi County of any covenant or condition contained in this Lease Agreement, other than the one for which payment is so accepted.
12. **REMEDIES ON DEFAULT:**
 - (A) Bi County agrees that in the event it defaults on the performance of any of the terms, covenants, or conditions of this Lease Agreement, or otherwise breaches this Lease Agreement, County may in addition to every remedy now or hereinafter available at law or in equity have the rights and remedies set forth in this Lease Agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.
 - (B) County agrees that in the event it defaults on the performance of any of the terms, covenants, or conditions of this Lease Agreement, or otherwise breaches this Lease Agreement, Bi County may in addition to every remedy now or hereinafter available at law or in equity have the rights and remedies set forth in this Lease Agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.
13. **GOVERNING LAW:** It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.
14. **ATTORNEY FEES:** In the event either party employs an attorney to enforce this Lease Agreement or to enforce compliance with any of the covenants or provisions herein, the non-prevailing party shall be liable for reasonable attorney's fees, and costs and expenses incurred by the prevailing party.
15. **ENTIRE AGREEMENT:** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease agreement.

16. **MODIFICATION OF AGREEMENT:** Any modification of this Lease Agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidence in a writing signed by each party or an authorized representative of each party.

17. The duration of this Interlocal Agreement is perpetual.

18. The parties agree that the purpose of this Interlocal Agreement is to comply with resolutions passed by the Board of County Commissioners, and by Bi County Solid Waste Management Board with respect to the undertakings outlined herein and to comply with the provisions of T.C.A. § 12-9-101, *et. seq.* regarding interlocal agreements between local governmental units.

IN WITNESS WHEREOF, each Party has caused this Interlocal Agreement to be executed by an authorized person on the date indicated by his or her name.

MONTGOMERY COUNTY, TENNESSEE

Date: _____

By: _____
Jim Durrett, Mayor

Date: _____

BI COUNTY SOLID WASTE
MANAGEMENT

By: _____
James Lewis, Chairman

**RESOLUTION AUTHORIZING MONTGOMERY COUNTY
TO SALE AND CONVEY PROPERTY ACQUIRED BY TAX SALE PURSUANT
TO T. C. A. 67-5-2507**

WHEREAS, Montgomery County, Tennessee owns real property, acquired at a tax sale and formerly a property subject to Montgomery County Resolution 21-11-3 authorizing its sale subject to the requirements of T. C. A. 5-5-2507 located at 323 South 11th Street; and

WHEREAS, this property was reported to the Delinquent Tax Sales and Release Committee with the Mayor’s recommendation for sale at \$21,200; and

WHEREAS, the recommendation of the Mayor was accepted by the Delinquent Tax Sales and Release Committee subject to a raised bid period and commission approval as required by the statutes, a notice of sale, subject to a 10 day period for a raised bid has occurred with no raised bid (or occurred with a raised bid) the property should be sold to the highest bidder.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular business session this 11th day of April 2022 that Montgomery County is authorized to enter into a special warranty deed conveying the property to _____ for the total price of _____ within 30 days. The County Mayor may execute and deliver deed to carry out the mandate of this resolution in substantially the form submitted with such completions, omissions, insertions and changes as may be approved by the officer executing it; his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes.

Duly passed and approved this 11th day of April 2022.

Sponsor 
Commissioner 
Approved _____
County Mayor

Attested _____
County Clerk

COUNTY COMMISSION MINUTES FOR

MARCH 14, 2022

SUBMITTED FOR APPROVAL APRIL 11, 2022

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, March 14, 2022, at 6:00 P.M. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Kyle Johnson, Chief of Staff, Alison Kruger, Senior Assistant Chief Deputy, John Fuson, Sheriff, Tim Harvey, County Attorney, Jeff Taylor, Director of Accounts and Budgets, and the following Commissioners:

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

PRESENT: 20

ABSENT: Brandon Butts (1)

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

A Hotel/Motel Quarterly Update was presented by Kimberly Wiggins, County Trustee.

The following Zoning Resolution Failed:

CZ-1-2022 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Dana Mahoney Lillian C. Mahoney Goad

The following Zoning Resolutions were Adopted:

CZ-5-2022 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Reda Home Builders, Inc.

CZ-6-2022 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Byard & Mabry Holdings LLC

CZ-7-2022 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Dwayne & Beckye Glasner

CZ-8-2022 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of John McConnell

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

22-3-1 Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2021-22 School Budget

22-3-2 Resolution to Accept Office of Domestic Preparedness State Homeland Security Grant Program 34101-22222 and to Appropriate Funds

22-3-3 Resolution to Enter, Accept, and Execute a Deed on the Conveyance of Land with the City of Clarksville, Tennessee

22-3-4 Resolution Giving Authorization to Montgomery County Government to Distribute Premium Pay to ARPA Eligible Montgomery County Volunteer Firefighters Using Funds from the American Rescue Plan Act (ARPA)

22-3-5 Resolution to Repeal Resolution(s) 21-12-6 and 21-7-5 for Return of Unused Funds from the Industrial Development Board to the County of Montgomery

22-3-6 Resolution Requesting to Amend Highway Department Budget for a Salt Shed to be built at the CMCSS Kirkwood School Complex

22-3-7 Resolution Amending the Budget of the Montgomery County Capital Projects Fund in the Amount of Four Million Dollars (\$4,000,000) Using Funds from Hotel/Motel Occupancy Tax Reserves for the Purpose of Purchasing Furniture, Fixtures and Equipment for the F&M Bank Arena

- 22-3-9 Resolution Amending the Budget of the Montgomery County Human Resources Department Appropriating Funds for a Payroll Specialist and a Talent Acquisition Administrator
- 22-3-10 Resolution Appropriating Funds from the American Rescue Plan Act (ARPA) for the Hiring and Funding of a Project Manager for Oversight of Tennessee Department of Environment and Conservation (TDEC) Water and Sewer Projects for Montgomery County
- Commission Minutes dated February 14, 2022
 - County Clerk's Report and Notary List
 - County Mayor Nominations and Appointments

The following Resolutions were Adopted:

- 22-3-8 Resolution to Call for a Referendum of the Qualified Voters in County Areas of Montgomery County, Tennessee, and in Accordance with T.C.A. § Section 57-4-103, Permitting and Legalizing the Sale of Liquor by the Drink Within the County Areas of Montgomery County, Tennessee *(2/3 vote required for Adoption)*

A Motion to Suspend the Rules was Approved prior to voting on 22-3-11.

- 22-3-11 Resolution Amending the Budget of the Montgomery County Emergency Service (EMS) for the Reclassification of a Training Officer to a Captain

Reports Filed:

1. Building & Codes Monthly Reports
2. CMCSS Quarterly Construction Report
3. CMCSS Quarterly Financial Report
4. Trustee's Reports – February
5. Trustee's Reports – January Amended
6. Accounts & Budgets Monthly Reports

The Board was adjourned at 6:24 P.M.

Submitted by:

Kellie A. Jackson by April J. Kyles DC

Kellie A. Jackson
County Clerk



County Clerk's Report
April 11, 2022

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

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

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

This the 11th day of April 2022.


County Clerk



OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Jasmine Rauscher	Circuit Court Deputy Clerk	03/03/2022
Breanna Simpkins	Circuit Court Deputy Clerk	03/08/2022
Rebecca Pomales	Circuit Court Deputy Clerk	03/14/2022
Kaitlin P. Powell	Deputy County Clerk	03/15/2022

OATH OF JUDICIAL COMMISSIONER

NAME	OFFICE	DATE
Joseph Papastathis	Judicial Commissioner	03/16/2022

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

Notaries to be elected April 11, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. REBECCA D ADAMS	296 IVY BEND CIR CLARKSVILLE TN 37043 931 378 4300	2215 MADISON ST CLARKSVILLE TN 37043 931 553 2424
2. KAYLA ALLGOOD	363 MCGEE CT APT 4 CLARKSVILLE TN 37040 615 618 3675	503 MADISON ST CLARKSVILLE TN 37040 931 552 5339
3. GLORIAETTA BALDWIN- JAMES	3789 MADELINE CT CLARKSVILLE TN 37042 931-302-3533	1 MILLENNIUM PLAZA STE 201 CLARKSVILLE TN 37040 931-648-5705
4. AUBREE ALLYN BROADY	12 BARTLETT AVE MADISONVILLE KY 42431 270-875-8752	1860 WILMA RUDOLPH BLVD 126J CLARKSVILLE TN 37040 2708758752
5. SANDRA L BROWNING	130 KATHY DRIVE CLARKSVILLE TN 37040 931 553 0328	301 MAIN STREET CLARKSVILLE TN 37040 931 647 3377
6. TERMEKA BURKS	938 DAWN RIDGE CT CLARKSBURG TN 38324 931-980-9412	
7. JODIE ANN CANNON	52 HILLSBORO RD CLARKSVILLE TN 37042 270 350 8989	1249 PARADISE HILL RD CLARKSVILLE TN 37040 931 647 6333
8. TALIAH CARTER	254 FAIRVIEW LN UNIT D CLARKSVILLE TN 37040 931 444 4314	6060 GOLDEN BEAR GATEWAY MOUNT JULIET TN 37122
9. MARIETTA LEE CATO- LANGE	2187 POWELL RD CLARKSVILLE TN 37043 931-216-7980	651 DUNLOP LN CLARKSVILLE TN 37040 9315023200
10. KATLYN CLARKE	203 PARROT DR CLARKSVILLE TN 37042 805 478 4836	124 S HALCYON STE B ARROYO GRANCE CA 93420 805 478 4836
11. RON'DAISHA COLLINS	395 JACK MILLER BLVD APT 103 CLARKSVILLE TN 37040 910-977-4081	1960 MADISON ST STE J CLARKSVILLE TN 37040 9319051997
12. TARA L COOK	1845 WALNUT GROVE RD CLARKSVILLE TN 37042 931 338 3879	120 COMMERCE ST CLARKSVILLE TN 37040 931 648 0611

MONTGOMERY COUNTY CLERK
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Notaries to be elected April 11, 2022

<u>NAME</u>	<u>HOME ADDRESS AND PHONE</u>	<u>BUSINESS ADDRESS AND PHONE</u>
13. ESTER CORBETT	6 JAMESTOWN PL CLARKSVILLE TN 37042 9931 206 0267	106 ADKISSON ST ASHLAND CITY TN 37015 877 552 0010
14. KELVIN GERALD CORBETT SR	6 JAMESTOWN PLACE CLARKSVILLE TN 37042 931-237-1260	933 C TRACY LANE CLARKSVILLE TN 37042 931 206 0267
15. HOWARD W DEMPSEY JR	1204 WIND CHASE DR CLARKSVILLE TN 37040 931-624-9556	
16. LATACHEIA DENISE DENNIS	2470 ARTIE MANNING RD CLARKSVILLE TN 37042 931 216 4718	
17. SHAQUANNA DOWNS	160 BAINBRIDGE DR UNIT B CLARKSVILLE TN 37043 931 614 8306	2033 FORT CAMPBELL BLVD STE A CLARKSVILLE TN 37043 931 905 9110
18. CHRISTIE DUNN	2833 COBALT DR UNIT 3D CLARKSVILLE TN 37040 270 498 0824	101 N THIRD ST CLARKSVILLE TN 37040 931 647 5959
19. DAWNA SEGUIN-EAYRE	15 HUNTINGTON DR CLARKSVILLE TN 37043 931920-2517	451 ALFRED THUN RD CLARKSVILLE TN 37040 931 919 2522
20. BRITTANY EDWARDS	11120 A DEWHIRST AVE FORT CAMPBELL KY 42223 936 212 0804	2050 LOWES DR CLARKSVILLE TN 37040 931 431 6800
21. ALYSSA ESKOW	1468 BUCHANAN DRIVE CLARKSVILLE TN 37042 954 934 4718	7000 EXECUTIVE CENTER DR 290 BRENTWOOD TN 37027 6156862521
22. M FIGUEROA	1565 BONNIE BLUE AVE CLARKSVILLE TN 37040 305-900-8307	128 N 2ND ST CLARKSVILLE TN 37040 9319194376
23. KEYANA FRISTON	737 SLEEK FOX DR CLARKSVILLE TN 37040 909 712 7566	2050 LOWES DR CLARKSVILLE TN 37040 931 431 6800
24. RENITA A GARRETT	3402 ALBERT DR CLARKSVILLE TN 37042 931-320-3054	1725 WILMA RUDOLPH BLVD SUITE CLARKSVILLE TN 37040 9317160330

MONTGOMERY COUNTY CLERK
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Notaries to be elected April 11, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. STACEY GARY	2669 HIDDEN RIDGE CT CLARKSVILLE TN 37043 615 573 5445	135 CENTER POINTE DR CLARKSVILLE TN 37040 9314443193
26. STEFANIE GIBSON	1960 MADISON ST STE J237 CLARKSVILLE TN 37043 931-338-0507	
27. TINA M GLOVER	1916 BATTS LN APT C CLARKSVILLE TN 37042 704-222-9444	1925 FT CAMPBELL BLVD STE A CLARKSVILLE TN 37042 931-645-3111
28. SAMANTHA J GRAY	459 BAMBURG DR CLARKSVILLE TN 37040 615 715 3646	822 WREN RD GOODLETTSVILLE TN 37070 615 255 4307
29. ESTHER HATFIELD	3301 TIMBERDALE DRIVE CLARKSVILLE TN 37042 219 644 5774	
30. MYRISSA E HAYMAN	1849 DEERSTAND DR CLARKSVILLE TN 37042 629 333 2321	
31. FARAD HAYWARD	1418 AMBLESIDE DR CLARKSVILLE TN 37040 424 666 9522	
32. KRESARAH JACHE HIBBLER	2328 RALEIGH COURT CLARKVILLE TN 37043 901-578-7411	1850 BUSINESS PARK DRIVE CLARKSVILLE TN 37043
33. GAYLE D HICKS	769 FIREBREAK DR CLARKSVILLE TN 37040 313 758 8330	500 DEADRICK ST NASHVILLE TN 37242 615 253 0700
34. ELIZABETH HOWARD	3500 CAYUSE WAY CLARKSVILLE TN 37042 931 338 1950	931 291 4621
35. JOSEPH R HUGHES	314 IRENE DRIVE CLARKSVILLE TN 37043 931 237 2100	314 IRENE DR CLARKSVILLE TN 37043 931-444-1177
36. BINA ISRAEL	1162 TERRACESIDE CIR CLARKSVILLE TN 37040 573 587 9822	
37. AZAR ISRAEL	1162 TERRACESIDE CIR CLARKSVILLE TN 37040 573 587 9823	7300 CENTENNIAL BLVD NASHVILLE TN 37209

MONTGOMERY COUNTY CLERK
KELLIE A JACKSON COUNTY CLERK
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Fax 931-572-1104

Notaries to be elected April 11, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. CECELIA JENNINGS	1101 RIVERWOOD PL UNIT 501 CLARKSVILLE TN 37040 707-499-8767	412 FRANKLIN ST CLARKSVILLE TN 37040 931-919-5060
39. MARION JEWELL	1207 SOUTHERN PKWY CLARKSVILLE TN 37040 931 387 2027	2271 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 320 0852
40. PRODEON JOHNSON	1172 COUNTRYFIELD LN CLARKSVILLE TN 37040 989 501 3231	
41. KIM R JOHNSON	3116 HOLLY POINT CLARKSVILLE TN 37043 931 538 8062	
42. SHALONDA KELLY	3251 TOWER DR APT A4 CLARKSVILLE TN 37040 615-546-2903	112 EAT HIGH STREET LEBANON TN 37087 6155462903
43. JAIDA MANNERS	2562 COOPER CREEK RD WOODLAWN TN 37191 931 220 5535	3500 DOVER RD WOODLAWN TN 37191 931 449 9932
44. GERI D. MARION	2639 DENVER CT CLARKSVILLE TN 37040 570 262 4361	7409 MCAULIFFE WAY FORT CAMPBELL KY 42223
45. WILLIAM L MARTIN SR	229 SPRING TERRACE LN CLARKSVILLE TN 37040 931 217 1021	229 SPRING TERRACE LN CLARKSVILLE TN 37040 931 217 1021
46. LACITA MASON	2969 CORE DR CLARKSVILLE TN 37040 931 278 3233	
47. TAIRA MASSEY	4761 GUTHRIE HWY CLARKSVILLE TN 37040 406.490.5495	105 USSERY RD CLARKSVILLE TN 37040 9313438188
48. CLYDE MERCADO	2395 LOUPIN DR APT 39A CLARKSVILLE TN 37042 512 214 7633	2050 LOWES DR CLARKSVILLE TN 37040
49. DOMENICA C MICKELSON	1295 HIGHGROVE LN CLARKSVILLE TN 37040 760-681-7093	1816 MADISON ST CLARKSVILLE TN 37040 931.905.6131
50. LATOYA R MILLER	274 FRTIZ CIR CLARKSVILLE TN 37042 931-338-4296	124 DUNBAR CAVE RD CLARKSVILLE TN 37043 615-975-3553

MONTGOMERY COUNTY CLERK
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 Fax 931-572-1104

Notaries to be elected April 11, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
51. LAUREN MILLER	3891 VERNON CIR RD CLARKSVILLE TN 37040 931-237-4284	30 CROSSLAND AVE CLARKSVILLE TN 37040 9319191075
52. KATHLEEN MORGAN- THOMPSON	2815 PRINCE DR CLARKSVILLE TN 37043 203-606-1403	2525 BURGESS GOWER RD SPRINGFIELD TN 37172 615-382-4470
53. KAREN MORRIS	2881 N HINTON RD CLARKSVILLE TN 37040 931-241-2523	1201 FRIGHT LINER DR NASHVILLE TN 37201 615-862-7800
54. WADE H NICKS	2005 DAZA DR SPRINGFIELD TN 37172 615-243-1892	50 FRANKLIN ST CLARKSVILLE TN 37040 931-553-2025
55. ABIGAIL JOY O'BRIEN	1147 WEST PARK ST GUTHRIE KY 42234 859-553-2338	124 DUNBAR CAVE RD CLARKSVILLE TN 37043 931-245-8805
56. POLLY WALLACE PARKER	1788 DUNBAR ROAD WOODLAWN TN 37191 931-624-0276	310 N FIRST ST CLARKSVILLE TN 37040 931-572-1276
57. RANEISHA ROBEY	1456 CEDAR SPRINGS CIR CLARKSVILLE TN 37042 931 338 3915	931 272 7425
58. RACHEL ROECKER	3324 MELISSA LANE CLARKSVILLE TN 37041 615-714-7062	2081 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040
59. NICHOLAS SCHMIDT	3948 JUSTENE CT CLARKSVILLE TN 37040 310 427 0349	570 INTERNATIONAL BLVD CLARKSVILLE TN 37040
60. NICOLE D SHAWVER- ROYAL	339 TURNBERRY CIR CLARKSVILLE TN 37043 253-720-8743	209 GRAY HAWK TRAIL CLARKSVILLE TN 37043
61. CHRISTY SLAUGHTER	2833 ROME LN CLARKSBURG TN 37040 615-589-7234	
62. CRYSTAL SLOAN	1036 BLACK OAK CIR CLARKSVILLE TN 37040 760-685-8162	
63. ANGELA SYKES	1960 JIM KIM RD PALMYRA TN 37142 931-220-8549	635 N SPRING ST CLARKSBURG TN 37040 9315532441

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Notaries to be elected April 11, 2022

<u>NAME</u>	<u>HOME ADDRESS AND PHONE</u>	<u>BUSINESS ADDRESS AND PHONE</u>
64. SHAWNTE TANNER	1233 CRYSTAL DR CLARKSVILLE TN 37042 931 802 1252	
65. COURTNEY TAYLOR	864 SOUTH RIDGE TRAIL CLARKSVILLE TN 37043 931 249 1822	621 GRACEY AVE CLARKSVILLE TN 37040 931 920 7929
66. ELISABETH THORNBURGH	545 S. 12TH ST UNIT K4 CLARKSVILLE TN 37040 931-542-8820	112 S 2ND ST. CLARKSVILLE TN 37040 9319062608
67. NAKEDA M. WILHOITE	2685 RAFIKI DR CLARKSVILLE TN 37042 615 593 8105	
68. CARL WILKS II	3335 GABLERIDGE COURT CLARKSVILLE TN 37042 931-538-2576	3335 GABLERIDGE CT CLARKSVILLE TN 37042 931-538-2576
69. SHETIKA WILLIAMS	1332 CANYON PL CLARKSVILLE TN 37042 615 935 0644	931 300 0801
70. LAUREN WITHERS	1897 MADISON ST APT B18 CLARKSVILLE TN 37040 304-786-4605	105 USSERY RD CLARKSVILLE TN 37040 931.343.8185
71. MALIKA WOMACK	3335 GREENSPOINT DR CLARKSVILLE TN 37042 931 237 4901	931 805 1033
72. MORGAN L WOMACK	1377 SADDLE TREE RD ASHLAND CITY TN 37015 931 217 0279	135 CENTER POINTE DR CLARKSVILLE TN 37040 931-648-0677
73. ERVINA A. YOUNG	3405 BRADFIELD DR CLARKSVILLE TN 37042 931 494 8843	2000 CHURCH ST NASHVILLE TN 37203 615 310 0668

NOMINATING COMMITTEE

April 11, 2022

BOARD OF EQUALIZATION

_____ nominated to replace Chris Barnett, who's term has expired, for a two-year term to expire April 2024.

COUNTY MAYOR NOMINATIONS

April 11, 2022

ANIMAL CARE AND CONTROL COMMITTEE

Commissioner Josh Beal nominated to fill the unexpired term of Commissioner Tangi Smith with term to expire January 2024.

COUNTY MAYOR APPOINTMENTS

April 11, 2022

PUBLIC RECORDS COMMISSION

Judge Katy Olita has been filling the unexpired term of Judge Ayers and is appointed for her first four-year term to expire April 2026.

Gail Longton is appointed to replace Ellen Kanervo (as Genealogist) for a four-year term to expire April 2026.

Commissioner Tangi Smith is appointed to replace Commissioner Joe Creek for a four-year term to expire April 2026.

SENIOR CITIZENS BOARD OF DIRECTORS

Jill Crow is appointed to replace Nicholas Baker for a three-year term to expire April 2025.



Jason E. Mumpower
Comptroller

March 25, 2022

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

Dear Mayor Durrett and Board of Commissioners:

Thank you for your recent correspondence. We acknowledge receipt on March 21, 2022, of a request from Montgomery County (the "County") for a 30-day extension of the report issued by our office and dated December 27, 2021 on the County's proposed issuance of an estimated \$31,365,000 Refunding Bonds, Series 2022B.

The County indicated in its request that additional time is needed because the County's fiscal year 2021 audit was released later than anticipated which impacted the timing of the bond rating process.

Report Extension Approval

This letter constitutes approval of a 30-day extension. If the proposed refunding has not been priced within the extended time period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the governing body to review prior to adopting a new refunding bond resolution.

Requirements After Debt is Issued

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

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

Very truly yours,



Betsy Knotts
Director of the Division of Local Government Finance

cc:

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



**MONTGOMERY
COUNTY**
TENNESSEE

Montgomery County Government
Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Jim Durrett, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: April 1, 2022
SUBJ: March 2022 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in March 2022 is as follows: City 298 and County 130 for a total of 428.

There were 182 receipts issued on single-family dwellings, 33 receipts issued on multi-family dwellings with a total of 233 units, 0 receipts issued on condominiums with a total of 0 units, 40 receipts issued on townhouses. There was 2 exemption receipt issued.

The total taxes received for March 2022 was \$241,500.00
The total refunds issued for March 2022 was \$0.00.
Total Adequate Facilities Tax Revenue for March 2022 was \$241,500.00

FISCAL YEAR 2021/2022 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City: 2354
	County: 904
	Total: 3258
TOTAL REFUNDS:	\$6,060.00
TOTAL TAXES RECEIVED:	\$1,684,500.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	1	57	58
SINGLE-FAMILY DWELLINGS:	908	520	1428
MULTI-FAMILY DWELLINGS (182 Receipts):	1300	311	1611
CONDOMINIUMS: (93 Receipts)	87	6	93
TOWNHOUSES:	43	0	43
EXEMPTIONS: (23 Receipts)	15	10	25
REFUNDS ISSUED: (6 Receipt)	(6)	(0)	(6)

RS/bf

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



Montgomery County Government
Building and Codes Department

Phone
931-648-5718

Fax
931-553-5121

350 Pageant Lane Suite 309
Clarksville, TN 37040

Memorandum

TO: Jim Durrett, County Mayor

FROM: Rod Streeter, Building Commissioner

DATE: April 1, 2022

SUBJ: April 2022 PERMIT REVENUE REPORT

The number of permits issued in April 2022 is as follows: Building Permits 179, Grading Permits 2, Mechanical Permits 71, and Plumbing Permits 29 for a total of 315 permits.

The total cost of construction was \$30,942,379.00. The revenue is as follows: Building Permits \$110,836.05, Grading Permits \$1,818.50, Plumbing Permits \$5,450.00, Mechanical Permits: \$6,800.00 Plans Review \$6,954.00, BZA \$250.00, Re-Inspections \$1,4000.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in April 2022 was \$133,508.55.

FISCAL YEAR 2021/2022 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	521
COST OF CONSTRUCTION:	\$410,268,320.00
NUMBER OF BUILDING PERMITS:	1081
NUMBER OF PLUMBING PERMITS:	220
NUMBER OF MECHANICAL PERMITS:	677
NUMBER OF GRADING PERMITS:	26
BUILDING PERMITS REVENUE:	\$1,054,032.10
PLUMBING PERMIT REVENUE:	\$24,400.00
MECHANICAL PERMIT REVENUE:	\$67,650.00
GRADING PERMIT REVENUE:	\$25,424.50
RENEWAL FEES:	\$1,050.00
PLANS REVIEW FEES:	\$107,878.85
BZA FEES:	\$2,750.00
RE-INSPECTION FEES:	\$9,200.00
PRE-INSPECTION FEES:	\$50.00
SAFETY INSPECTION FEES:	\$50.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$1,291,435.45

APRIL 2022 GROUND WATER PROTECTION

The number of septic applications received for April 2022 was 0 with total revenue received for the county was \$0.00. The State of Tennessee has went online for all services.

The lease agreement beginning on July 1, 2020-June 30, 2021 has expired, they are no longer housed in the office.

FISCAL YEAR 2021/2022 TOTALS TO DATE:

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	0
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: \$0.00)	\$0.00
TOTAL REVENUE:	\$1,291,435.45
RS/bf	

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