

INFORMAL COMMISSION MEETING AGENDA

NOVEMBER 7, 2022

CITIZENS TO ADDRESS THE COMMISSION

CALL TO ORDER – Mayor Golden

PRESENTATIONS

PUBLIC HEARING ZONING RESOLUTIONS

- CZ-20-2022 Application of William Macon Marshall from AG to R-1 A
- CZ-22-2022 Application of Clarksville-Montgomery County Industrial Development Board (IDB) from M-2 to C-5

CLOSE PUBLIC HEARING

RESOLUTIONS

- 22-11-1* Resolution Authorizing the Application for a Grant from Tennessee Department of Tourism Development Co-op Funds for Clarksville Montgomery County Tourism Commission
- 22-11-2* Resolution to Accept and Appropriate Grant Funds from the Tennessee Corrections Institute FY23 Training Equipment Grant Program for Local Adult Correctional Facilities
- 22-11-3* Resolution Authorizing the Acceptance of Grant Funds from the Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office
- 22-11-4* Resolution by the Montgomery County Veterans Treatment Court Accepting Additional Grant Funds from the State of Tennessee Department of Mental Health and Substance Abuse Services and Amending the Budget of the VTC Grant in the Amount of Thirteen Thousand Dollars (\$13,000)
- 22-11-5* Resolution to Update the Highway Commission Liaison Committee Membership Districts Due to the 2022 County Redistricting
- 22-11-6* Resolution Amending the Budget of the Montgomery County Highway Department for Two (2) Additional Vehicles for New Team Leader Positions Not to Exceed One Hundred Sixty Thousand Dollars (\$160,000)
- 22-11-7* Resolution Amending the Budget of the Montgomery County Highway Department for Engineering Funds Needed for Excell Road / Highway 12 Service Not to Exceed Three Hundred and Fifty Thousand Dollars (\$350,000)

- 22-11-8* Resolution Amending the Budget of the Montgomery County Highway Department for Engineering Funds needed for a Safety Action Plan Not to Exceed One Hundred Thousand Dollars (\$100,000)
- 22-11-9* Resolution Amending the Budget of the Montgomery County Highway Department for Engineering Funds Needed for Hwy 48/13 Service Not to Exceed Eighty Thousand Dollars (\$80,000)
- 22-11-10* Resolution Amending the Budget of the Montgomery County Election Commission for the Purchase of a Voting System with a Voter-Verified Paper Audit Trail
- 22-11-11* Resolution Amending the Budget of the Montgomery County Register of Deeds for the Purchase of Data Processing Equipment
- 22-11-13* Resolution to Approve the Sale of Certain Properties Which Were Obtained Through a Tax Sale Previously
- 22-11-14* Resolution Appropriating Additional Funding for the Construction of Brigham Park

*** 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

- 22-11-12 Resolution to Approve Bi-County Solid Waste to Proceed with Permitting, Design, Construction of a Major Modification to the Existing Class III Construction Demolition Landfill and the Subsequent Operation of Facility Once Modification is Complete
- 22-11-15 Resolution of the Montgomery County Board of Commissioners Appropriating Funds for Design Fees for Kirkwood Elementary School
- 22-11-16 Resolution of the Montgomery County Board of Commissioners Adopting the Montgomery County Compensation Plan

DISCUSSION

REPORTS FOR APPROVAL

1. *Commission Minutes dated October 10, 2022
2. *County Clerk's Report and Notary List
3. *County Mayor Nominations and Appointments
4. *Highway Department Road Report – 3rd Quarter 2022

VERBAL REPORTS

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

REPORTS FILED

1. Building & Codes Monthly Reports
2. Driver's Safety Reports – 3rd Quarter 2022
3. CMC Regional Airport Authority – 1st Quarter FY23 Report
4. County Capital Project Quarterly Report

ANNOUNCEMENTS

1. The Clarksville Montgomery County Christmas Parade will take place downtown on Saturday, December 3 beginning at 5:00 pm. Commissioners, if you would like to ride on the county float, please let Michelle Newell (manewell@mcgtn.net) or the mayor's office know at 931-648-5787.

SPECIAL RECOGNITION OF VETERANS

ADJOURN

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
WILLIAM MACON MARSHALL**

WHEREAS, an application for a zone change from AG Agricultural District to R-1A Single-Family Residential District has been submitted by William Macon Marshall and

WHEREAS, said property is identified as County Tax Map 016, parcel 020.00, containing 9.91 +/- acres, situated in Civil District 13, located A portion of a tract located south of Terraceside Cir. at the southern terminus of Winter Terrace Ln.; and

WHEREAS, said property is described as follows:

Beginning at point lying in the south property line of lot 148 of The Groves at Hearthstone Section 1D, as recorded in PB J, Page 322 ROMCT, said point lying South 41 degrees 16 minutes 54 seconds East for 196.65 feet to from the CL intersection of Terraceside Circle and Winter Terrace Lane, also being the northwest corner of the Amanda Baxter property as recorded in ORV 1689, Page 2048 ROMCT; Thence along Baxter west property line on a new zone line, South 05 degrees 37 minutes 29 seconds West, for 336.31 feet to a point, being the southeast corner of herein described tract; Thence leaving Baxter property on a new zone line, South 89 degrees 30 minutes 30 seconds West for 1,164.37 feet to a point, said point lying in the Kennedy subdivision sect 1 lot 2 east property line as recorded in PB E, Page 1004 ROMCT; Thence along Kennedy east boundary line, North 23 degrees 20 minutes 14 seconds West for 383.88 feet to a point, lying in the south corner of lot 34 of the Terraces of H property as recorded in PB F, Page 446 ROMCT; Thence along H, South 89 degrees 40 minutes 09 seconds East for 1,349.38 feet to the point of beginning. Said tract-containing 9.91 acres (431,891.89 sq ft) more or less.

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 14th day of November, 2022, that the zone classification of the property of William Macon Marshall from AG to R-1A is hereby approved.

Duly passed and approved this 14th day of November, 2022.

Sponsor _____
Commissioner Arthur H. L.
Approved _____

Attested: _____
County Clerk

County Mayor

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
CLARKSVILLE MONTGOMERY COUNTY IDB**

WHEREAS, an application for a zone change from M-2 General Industrial District to C-5 Highway & Arterial Commercial District has been submitted by Clarksville Montgomery County IDB and

WHEREAS, said property is identified as County Tax Map 039, parcel 020.00, 021.00, 021.01, 021.02, containing 63.5 +/- acres, situated in Civil District 13, located Property located north of Rossview Rd, East of International Blvd. & west of Rollow Ln.; and

WHEREAS, said property is described as follows:



“SEE EXHIBIT A”

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 14th day of November, 2022, that the zone classification of the property of Clarksville Montgomery County IDB from M-2 to C-5 is hereby approved.

Duly passed and approved this 14th day of November, 2022.

Sponsor _____
Commissioner _____
Approved _____



County Mayor

Attested: _____
County Clerk

“EXHIBIT A”

Being a tract of land located in the 6TH Civil District of the County of Montgomery, TN. Being a portion of the Industrial Development Board Of The County Of Montgomery, Tennessee property as recorded in ORV 833, Page 220, ORV 1075, Page 2964, ORV 1075, Page 2976, and ORV 866, Page 1271 ROMCT, City of Clarksville property as recorded in ORV 1891, Page 409 ROMCT & Montgomery County property as recorded in ORV 1745, Page 381 ROMCT, said tracts being more fully described as being located east of International Boulevard, north of Rossvie Road (SR. 112) and west of Rollow Lane, being more fully described as being located north of and adjacent to Rossvie Road (SR. 112), east and adjacent to International Boulevard, and west and adjacent to Rollow Lane, said tract being more particularly described as follows; Beginning at a point in the north right of way of said Rossvie Road (SR 112), said point of beginning being further described as the southeast corner of herein described tract, lying North 43 degrees 20 minutes 09 seconds West for 15.02 feet from the intersection of the centerlines of Rossvie Road (SR 112) and Rollow Lane to a point; Thence along Rossvie Road for the next five calls: South 50 degrees 02 minutes 58 seconds West for 388.07 feet to a point South 46 degrees 50 minutes 44 seconds West for 274.06 feet to a point; South 43 degrees 28 minutes 30 seconds West for 263.03 feet to a point; South 48 degrees 50 minutes 12 seconds West for 65.27 feet to a point; South 56 degrees 09 minutes 36 seconds West for 65.27 feet to a point; Thence leaving Rossvie Road on a new zone line along the Industrial Development Board of the County of Montgomery County, Tennessee property for the next four calls:

North 35 degrees 14 minutes 43 seconds West for 255.00 feet to a point; North 10 degrees 32 minutes 36 seconds West for 227.31 feet to a point; North 04 degrees 13 minutes 51 seconds West for 560.14 feet to a point;

North 84 degrees 48 minutes 03 seconds West for 449.12 feet to a point, lying in the east margin of the International Blvd; Thence along International Blvd. for the next 6 calls: North 26 degrees 42 minutes 18 seconds East for 20.71 feet to a point; North 27 degrees 10 minutes 29 seconds East for 517.01 feet to a point; North 26 degrees 57 minutes 15 seconds East for 355.86 feet to a point; North 27 degrees 13 minutes 37 seconds East for 450.11 feet to a point; On a curve to the left having a radius of 2,621.48 feet, an arc length of 1,138.58 feet, and a chord bearing of North 14 degrees, 44 minutes 18 seconds East for 1,129.65 feet to a point; Thence leaving International Blvd. on a new zone line along the Industrial Development Board of the County of Montgomery County, Tennessee property north line, South 81 degrees 25 minutes 33 seconds East for 693.23 feet to a point in the western right of way of Rollow Lane. Thence along Rollow Lane for the next 6 calls: South 06 degrees 30 minutes 53 seconds West for 116.98 feet to a point; South 08 degrees 34 minutes 27 seconds West for 160.45 feet to a point; South 08 degrees 56 minutes 05 seconds West for 119.08 feet to a point; South 07 degrees 45 minutes 08 seconds West for 236.89 feet to a point; South 03 degrees 45 minutes 12 seconds West for 612.27 feet to a point; South 02 degrees 49 minutes 53 seconds West for 451.57 feet to a point; South 04 degrees 15 minutes 56 seconds West for 299.13 feet to a point; South 05 degrees 56 minutes 20 seconds West for 251.26 feet to a point; On a curve to the left having a radius of 335.48 feet, an arc length of 137.24 feet, and a chord bearing of South of 04 degrees, 57 minutes 56 seconds East for 136.28 feet to the point of beginning; Said tract-containing 63.5 acres more or less.

COUNTY ZONING ACTIONS

The following case(s) will be considered for final action at the formal session of the Board of County Commissioners meeting on: **Monday, November 14, 2022**. The public hearing will be held on: **Monday, November 7, 2022**.

CASE NUMBER: CZ-20-2022

Applicant: William Macon Marshall

Location: A portion of a tract located south of Terraceside Cir. at the southern terminus of Winter Terrace Ln.

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

County Commission District: 19

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION: DISAPPROVAL

CASE NUMBER: CZ-22-2022

Applicant: Clarksville Montgomery County IDB

Location: Property located north of Rossview Rd, East of International Blvd. & west of Rollow Ln.

Request: M-2 General Industrial District to
C-5 Highway & Arterial Commercial District

County Commission District: 19

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE 10/25/2022

CASE NUMBER: CZ - 20 - 2022

NAME OF APPLICANT:William Macon
Marshall

AGENT:

GENERAL INFORMATION

TAX PLAT: 016

PARCEL(S): 020.00

ACREAGE TO BE REZONED: 9.91 +/-

PRESENT ZONING: AG

PROPOSED ZONING: R-1A

EXTENSION OF ZONING

CLASSIFICATION: YES

PROPERTY LOCATION: A portion of a tract located south of Terraceside Cir. at the southern terminus of Winter Terrace Ln.

CITY COUNCIL WARD:

COUNTY COMMISSION DISTRICT: 19

CIVIL DISTRICT: 2

DESCRIPTION OF PROPERTY: A portion of a tract with rolling hills currently being row cropped.

APPLICANT'S STATEMENT FOR PROPOSED USE: To develop a single family subdivision

GROWTH PLAN AREA: UGB

PLANNING AREA: Trenton

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

CZ 20 2022

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Comments received from department and they had no concerns.

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

How many lots? Possible 2nd access off of Oakland.

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

No Comment(s) Received

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

Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY:
MIDDLE SCHOOL:
HIGH SCHOOL:

Oakland Elementary is at 108% capacity and currently has 7 portable classrooms. Northeast High is at 92% capacity. This continued growth necessitates additional action to address building capacity growth and school bus transportation needs in Mont. County. This development could add additional students & require additional infrastructure, funding & rezoning in order to achieve optimal capacity utilization throughout the District.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

CZ 20 2022

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

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Winter Terrace Ln. & Oakland Rd.

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

27

POPULATION:

73

APPLICABLE LAND USE PLAN

Trenton Road Planning Area: The dominant transportation corridor in the area is I-24, strongly supported by Wilma Rudolph Blvd. & 101st Airborne Parkway. Exit 1 I-24 interchange with Trenton Road has seen tremendous growth since 2000.

STAFF RECOMMENDATION: **DISAPPROVAL**

1. The proposed zoning request is inconsistent with the adopted Land Use Plan.

2. The requested zoning classification of R-1A Single-Family Residential is the appropriate zoning classification for the area, but as presented it does not promote future linkage to Oakland Rd. as only the northern portion of the tract has been requested to change to R-1A Single-Family Residential Zoning.

3. As presented, the area requesting rezoning would require a variance of the adopted Subdivision Regulations in order to develop a subdivision using the Winter Terrace Ln. street stub to the North because the maximum number of lots for one connection to a collector street (Oakland Rd.) would be exceeded.

4. No adverse enviromental issues have been identified as part of this request.

5.



CZ-20-2022

APPLICANT:

WILLIAM MACON
MARSHALL

REQUEST:

AG

TO

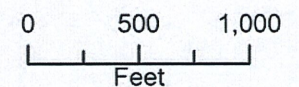
R-1A

MAP & PARCEL


016 02000 (P)

ACRES +/-
9.91

Scale: 1:10,000



10/25/2022

 **CZ-20-2022**

 **Parcels**

ZONING



CZ-20-2022

APPLICANT:

WILLIAM MACON
MARSHALL

REQUEST:

AG

TO

R-1A

MAP & PARCEL

016 02000 (P)

ACRES +/-
9.91

Scale: 1:10,000

0 500 1,000
Feet

10/25/2022



CZ-20-2022

APPLICANT:

WILLIAM MACON
MARSHALL

REQUEST:

AG

TO

R-1A

MAP & PARCEL


016 02000 (P)

ACRES +/-
9.91

Scale: 1:3,000

0 150 300
Feet

10/25/2022

 CZ-20-2022

 Parcels

ZONING

CASE NUMBER: CZ 20 2022 **MEETING DATE** 10/25/2022

APPLICANT: William Macon

PRESENT ZONING AG

PROPOSED ZONING R-1A

TAX PLAT # 016

PARCEL 020.00

GEN. LOCATION A portion of a tract located south of Terraceside Cir. at the southern terminus of Winter Terrace Ln.

PUBLIC COMMENTS

Copies of emails are in the file.



John Spainhoward <john.spainhoward@cityofclarksville.com>

Fwd: Case Number #CZ-20-2022

1 message

Angela Latta <angela.latta@cityofclarksville.com>

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

**Angela D Latta**

Planning Tech

Clarkville Montgomery County Regional Planning Commission

Office: 931.645.7448

angela.latta@cityofclarksville.com

329 Main Street Clarksville, TN 37040

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

From: Wendy Davila <wendyd@capitolcash1.com>

Date: Mon, Sep 19, 2022 at 4:24 PM

Subject: Fwd: Case Number #CZ-20-2022

To: rpc <rpc@cityofclarksville.com>

Good Afternoon,

I am writing concerning the pending case #CZ-20-2022 for the rezoning of the land behind my home. It's currently a wood line that buds up to a filed, *my address is 899 Terraceside Cr.* C questions/concerns.

- Will there be road cut behind my house for the new I assume neighborhood or would there be a house built or would the current wood line be kept.
- When we purchased this home in 2008 we were told it was land that would never be developed due to the water wash out. Please note when it rains water (
- Also my biggest concern is if this almost 10 acres of land gets developed into more housed to this already existing neighborhood will the city require anothe way in and out of the GROWING area and has caused many issues, including but not limited to car accidents blocking the ONLY entrance (one day almost ar making a mess coming in and out of the only entrance/exit.

Wendy L. Davila
Compliance Administrator
AAA, LLC
931 647-1989 Direct
931 698-5679 Cell

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John Spainhoward <john.spainhoward@cityofclarksville.com>

Fwd: Case Number CZ-20-2022

1 message

Angela Latta <angela.latta@cityofclarksville.com>
 To: John Spainhoward <john.spainhoward@cityofclarksville.com>

**Angela D Latta***Planning Tech**Clarkville Montgomery County Regional Planning Commission*

Office: 931.645.7448

angela.latta@cityofclarksville.com

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

From: 'Lisa Canfield' via GDL_web Planning Commission <rpc@cityofclarksville.com>
 Date: Fri, Sep 23, 2022 at 2:44 PM
 Subject: Case Number CZ-20-2022
 To: rpc@cityofclarksville.com <rpc@cityofclarksville.com>

Good afternoon - I am writing to you to share my concerns regarding the rezoning of this property. Our neighborhood is a quiet one with only one entry/exit point onto Oakland Road - a very I already overburdened. It can be nearly impossible during certain times of the day to enter or exit our neighborhood. We in the neighborhood are also concerned with the additional traffic this including construction traffic, being added into the mix. While I am not opposed to growth, (I live in a new neighborhood), I am concerned about growth just for growth's sake that doesn't mak approve this rezoning - or at least take another look at another entry/exit option.

Thank you.

-Lisa Canfield
 1095 Terraceside Circle



John Spainhowerd <john.spainhowerd@cityofclarksville.com>

Fwd: case number: cz-20-2022

1 message

Angela Latta <angela.latta@cityofclarksville.com>
To: John Spainhowerd <john.spainhowerd@cityofclarksville.com>



Angela D Latta

Planning Tech

Clarkville Montgomery County Regional Planning Commission

Office: 931.645.7448

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329 Main Street Clarksville, TN 37040

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

From: **Andrew Nguyen** <andrewng221@gmail.com>
Date: Wed, Sep 21, 2022 at 8:18 PM
Subject: case number: cz-20-2022
To: <rpc@cityofclarksville.com>

To whom it may concern:

I am a resident of 328 Winter Terrace Ln, Clarksville, TN 37040. I have a concern regarding the request: AG Agricultural District to R-1A Single-Family Residential District
Location: A portion of a tract located south of Terraceside Cir. at the southern terminus of Winter Terrace Ln.

It has come to my knowledge from the community of the Groves at Hearthstone that this new subdivision would share the only outlet to Oakland Rd. This is not a good idea and will facilitate traffic on Oakland Rd. The traffic on Oakland Rd. is already dangerous with the steep hill and no traffic light. To add more traffic to these roads can only increase the probability of accidents and endanger the residents of Terraceside Cir.

Please reconsider the new subdivision outlet and make plans for infrastructure that does not increase the traffic on these two roads.

Thanks,

Andrew Nguyen



John Spainhoward <john.spainhoward@cityofclarksville.com>

Fwd: Rezoning(regarding oakland road)

1 message

Angela Latta <angela.latta@cityofclarksville.com>
To: John Spainhoward <john.spainhoward@cityofclarksville.com>



Angela D Latta

Planning Tech

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

From: 'Trina Dean' via GDL_web Planning Commission <rpc@cityofclarksville.com>
Date: Wed, Sep 21, 2022 at 3:00 PM
Subject: Rezoning(regarding oakland road)
To: rpc@cityofclarksville.com <rpc@cityofclarksville.com>

Hi, I am a homeowner in the The Groves of hearthstone. I aware that a rezoning is being voted on Sept 27th to add more homes in the area at the end of winter terrace along oakland road. I have issues in our neighborhood with congestion and speeding. If more homes were to be placed with only one entrance and exit this will cause an extreme issue especially in case of emergency traffic from the tractor supply stoplight to Merriweather. Adding more homes with cause even more issues. This area lacks the infrastructure to add anymore homes.

Thank you for taking the time
Trina Dean

Sent from Yahoo Mail on Android



John Spainhoward <john.spainhoward@cityofclarksville.com>

Fwd: Opposition to Case Number CZ-20-2022

1 message

Angela Latta <angela.latta@cityofclarksville.com>

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

**Angela D Latta**

Planning Tech

Clarkville Montgomery County Regional Planning Commission

Office: 931.645.7448

angela.latta@cityofclarksville.com

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

From: Christopher Rennie <christopher.m.rennie@gmail.com>

Date: Sun, Sep 25, 2022 at 8:38 PM

Subject: Opposition to Case Number CZ-20-2022

To: <rpc@cityofclarksville.com>

Planning Commission Members,

My Wife and I would like to formally present our opposition to the zoning change request, Case Number CZ-20-2022, submitted by Mr. William Macon Marshall. Approval of this request will support the increased growth of our communities.

Oakland road cannot support the current traffic volume. This is highlighted whenever there are problems on the interstate, interstate traffic diverts from exit 4 to exit 1 using Oakland road. Oakland road cannot support the increased traffic volume, as interstate traffic flow consistently being diverted through our area. Any interstate traffic issue makes getting into or out of our neighborhood extremely difficult. On Thursday, 22 September 2022, it took 20 minutes just to have a clearing to leave our neighborhood and go to town because of the increased traffic volume. This is also a significant impact to the safety of the road and from school safely and on time. Any increase in residence in the Oakland road area would further frustrate traffic flow, increase traffic accidents, and overall be unsafe. There are regulations regarding Oakland and Merriweather roads due to county infrastructure, unfortunately at higher risk due to the proximity of Oakland Elementary School.

The traffic volume in the The Terraces of Hearthstone and The Groves at Hearthstone subdivisions is already at capacity due to only one entry and exit point from the neighborhood. The road cannot support the traffic volume. There are multiple potholes and damage to the roadway that is only going to get worse. There is and always has been issues with people speeding, passing vehicles, and county maintained signage. Historically, construction traffic has exaggerated these problems. Construction equipment would impede local residents from enjoying their neighborhood as well as the safety of the road. Again, this would further complicate the issue of a single entry and exit point to the neighborhood and exceed the capability of the two lane road that supports the neighborhood.

I would also like to highlight the negative environmental impacts that The Terraces of Hearthstone and The Groves at Hearthstone subdivisions are experiencing due to irresponsible development. Drainage of these neighborhoods cause dangerous water pools on the road as well as excessive erosion. There are multiple residents constantly fighting localized flooding in the yards, exposed mosquitoes and dealing with soil erosion issues around their property that could negatively affect their structures. Future development of the surrounding area will do nothing more than further exacerbate the issues. Montgomery county is plagued by sinkholes, continued development to produce income at the cost of extreme environmental impact is not prudent. Terraceside circle already exhibits characteristics that could lead to a sink hole.

I would ask that the planning commission disapprove this request for rezoning. It would be unwise to further develop this area of Montgomery county without significant infrastructure upgrades. The residents that actually live in the area you will be affecting with your vote. Not only is it unwise to approve this request, it is irresponsible, disapproval of this request is not only beneficial to the community as a whole. I appreciate your time and attention in this matter.

Chris and Jill Rennie
931-206-4276



John Spainhoward <john.spainhoward@cityofclarksville.com>

Fwd: Rezoning #CZ20-2022

1 message

Angela Latta <angela.latta@cityofclarksville.com>

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

**Angela D Latta***Planning Tech**Clarkville Montgomery County Regional Planning Commission*

Office: 931.645.7448

angela.latta@cityofclarksville.com

329 Main Street Clarksville, TN 37040

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

From: 'Glenda Russo' via GDL_web Planning Commission <rpc@cityofclarksville.com>

Date: Sun, Sep 25, 2022 at 11:10 AM

Subject: Rezoning #CZ20-2022

To: <rpc@cityofclarksville.com>

Dear Planning Commission,

I'm writing to express my option on rezoning this area off S. Terraceside Cir @ S. Terminus of Winter Terrace Ln.

This area is NOT equipped to handle anymore traffic. Oakland Rd can not accommodate the traffic we have at this time in this area. The one way in and one way out in this community is hor speeding down Terraceside Circle as it is. We can not handle more homes is small area. Not to mention the drainage in this area is ridiculous. Neighbors are losing their fences do to the rain to fix these issues.

What needs to happen before any more growth is to work on the structural issues with the roads throughout Clarksville. Drivers have to stop at intersections just to let other drivers turn left. V and that should take presidents over new housing.

I hope that you reconsider rezoning at this time.

Sincerely,

Glenda Russo

Sent from Yahoo Mail for iPhone



John Spainhoward <john.spainhoward@cityofclarksville.com>

Fwd: Cz-20-2022 Terreceside Circle and Winter Terrace

1 message

John Spainhoward <john.spainhoward@cityofclarksville.com>
 To: John Doss <jhdoss@mcgtn.net>

John,
 The RPC received this email in reference to a zone change request. It made mention of a drainage concern, so I wanted to make sure you were aware of what was mentioned. Please let me aware of.
 Regards,
 JTS

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

From: Angela Latta <angela.latta@cityofclarksville.com>
 Date: Wed, Oct 19, 2022 at 11:10 AM
 Subject: Fwd: Cz-20-2022 Terreceside Circle and Winter Terrace
 To: John Spainhoward <john.spainhoward@cityofclarksville.com>

**Angela D Latta**

Planning Tech

Clarkville Montgomery County Regional Planning Commission

Office: 931.645.7448

angela.latta@cityofclarksville.com

329 Main Street Clarksville, TN 37040

cmcrpc.com

Help Shape a Vision for the Future!

Get involved in the Comprehensive Plan



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

From: Adam Long <amikal02@gmail.com>
 Date: Wed, Oct 19, 2022 at 11:05 AM
 Subject: Cz-20-2022 Terreceside Circle and Winter Terrace
 To: <rpc@cityofclarksville.com>
 Cc: <district19@mcgtn.net>

We have some concerns with the upcoming proposal to extend our neighborhood off of our rd. (Winter Terrace Lane).

We live at the bottom of the hill on Winter Terrace. The builder built a canal behind the houses to help with the run off. They were supposed to finish it with concrete and that never happened. effectively run the water off and causes all of our yards to flood and the trench to over flow. With a new part of neighborhood at the top of the hill we are concerned that the water flow problem more serious water problems. I have already had to add French drains to my yard and house to deal with the flooding and don't want to have to add more when this causes extra flooding.

The Neighborhood only has one entrance to it and the roads are narrow subdivision roads. We are concerned that the added construction would cause lots of problems trying to enter and exit neighborhood was finishing lots of trucks, semis and dumpsters were parked along the circle to avoid the side roads. It made the neighborhood very difficult to access. Even the buildings that neighborhood have caused backups. Pulling out onto Oakland Rd is already almost impossible, and very dangerous without the added concerns. Would they be able to start another Road int would be beneficial to the neighborhood and keep construction traffic off of our already crowded roads.

I appreciate you taking the time to read my concerns and we as a neighborhood hope that you consider our concerns when voting on this.

Sincerely,
 Adam Long
 Sent from my iPhone

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

Clarkville Montgomery County Regional Planning Commission

931.645.7448 john.spainhoward@cityofclarksville.com



**City
of
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

Re: Grove of Hearthstone Drainage.

1 message

John Spainhoward <john.spainhoward@cityofclarksville.com>

Wed, Oct 19, 2022 at 3:15 PM

To: John Doss <jhdoss@mcgtn.net>

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

John,

Thank you for your prompt attention to their concerns & for the information.

Regards,
JTS

On Wed, Oct 19, 2022 at 3:13 PM John Doss <jhdoss@mcgtn.net> wrote:

Good Afternoon,

I reviewed the plans for the Groves of Hearthstone. The only ditch that was designed for that area was a grass ditch, not concrete. Based on what you are describing, it sound like the ditch requires maintenance. If the ditch is properly maintained, there should be no problem.

As far as maintenance goes, it is the property owners responsibility to maintain stormwater conveyances on their property (in this case, the ditch). If the ditch is on the property line, both parties are responsible for that maintenance. If you are having problems getting the ditch maintained, I recommend that you contact your property management company and see if they can get the word out that the ditch requires maintenance and get some help from your neighbors.

As for the amount of water coming from the new section, I have not seen any plans for drainage, and I can't make an informed comment until I do. There are regulations that should prevent the new section from adding to the water already coming down the ditch.

Please feel free to call me with any further questions or concerns.

John H. Doss, CPESC, CFM

Montgomery County Stormwater Coordinator

350 Pageant Lane, Suite 309; Clarksville, TN 37040

Phone: 931-648-5718 ~ Fax: 931-553-5121

jhdoss@mcgtn.net

Stormwater Program Information

Flood Program Information



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

cmcrpc.com



John Spainhoward <john.spainhoward@cityofclarksville.com>

Fwd: CZ-20-2022

1 message

Angela Latta <angela.latta@cityofclarksville.com>

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

**Angela D Latta**

Planning Tech

Clarkville Montgomery County Regional Planning Commission

Office: 931.645.7448

angela.latta@cityofclarksville.com

329 Main Street Clarksville, TN 37040

cmcrpc.com**Help Shape a Vision for the Future!**

Get involved in the Comprehensive Plan



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

From: 'frazier1029' via GDL_web Planning Commission <rpc@cityofclarksville.com>

Date: Sat, Sep 24, 2022 at 7:58 AM

Subject: RE: CZ-20-2022

To: <rpc@cityofclarksville.com>, <jeffrey.tyndall@cityofclarksville.com>, <brent.clemmons@cityofclarksville.com>

Good Morning,

I am writing this letter to you all to let you know my concerns regarding the rezoning case CZ-20-2022. As a member of this community I support the rezoning but only if it includes another currently a neighborhood with 300 homes (two separate sections The Terraces of Hearthstone has 101 homes and The Groves of Hearthstone has 199 homes) that share one entry/exit which Ave has not been designed to hold the amount of traffic it currently has based on the enormous amount of growth Clarksville has seen over the last 5 years. With the current farm land that is behind the new Holiday Inn near Cracker Barrel my biggest concern is traffic. Please do some research before approving this rezoning regarding accidents that happen at our entry/exit point currently seeing and how the additional houses to our neighborhood will impact the traffic flow onto Oakland. I am sure based on how our neighborhoods roads were designed more growth is the current residents in our amazing community. Again, I want to show my support for growth but only if it comes with an additional entry/exit for our quiet neighborhood. The entrance/exit to our house. I would also like to know how redevelopment of this farm land will impact how water flows into our neighborhood. The Groves of Hearthstone homeowners are dealing with quite a mess not impact my home it does impact our community and I want to make sure it does not create any additional issues for our homeowners. If you all can show a solid plan for an additional entry there will be no more additional drainage issues then I support this. If you are not able to do both of these then I do not support this. I appreciate you all taking the time to read this.

Sincerely,

Sandie Frazier
1087 Terraceside Cir
Clarksville, TN 37040

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 10/25/2022

CASE NUMBER: CZ - 22 - 2022

NAME OF APPLICANT:Clarksville

IDB

AGENT:

GENERAL INFORMATION

TAX PLAT: 039

057

PARCEL(S): 020.00, 021.00,
021.01, 021.02

017.02
003.02

ACREAGE TO BE REZONED: 63.5 +/-

PRESENT ZONING: M-2

PROPOSED ZONING: C-5

EXTENSION OF ZONING

CLASSIFICATION: YES

PROPERTY LOCATION: Property located north of Rossview Rd, East of International Blvd. & west of Rollow Ln.

CITY COUNCIL WARD:

COUNTY COMMISSION DISTRICT: 19

CIVIL DISTRICT: 6

DESCRIPTION OF PROPERTY: Request includes police, fire & EMS stations and other properties owned by the IDB. The property does have areas that are encumbered by detention basins and overhead power lines.

APPLICANT'S STATEMENT The original intent of the development area was to support services for the industrial park
FOR PROPOSED USE: retail, restaurants,

GROWTH PLAN AREA: RA/UGB

PLANNING AREA: Rossview

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

CZ 22 2022

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> FIRE DEPARTMENT | <input type="checkbox"/> WOODLAWN U/D (DIGITAL ONLY) | <input type="checkbox"/> FT. CAMPBELL (DIGITAL ONLY) |
| <input checked="" type="checkbox"/> EMERGENCY MANAGEMENT | <input checked="" type="checkbox"/> CITY STREET DEPT. (DIGITAL ONLY) | <input checked="" type="checkbox"/> IND. DEV. BD. (DIGITAL ONLY) |
| <input checked="" type="checkbox"/> SHERIFFS DEPT. | <input checked="" type="checkbox"/> COUNTY HWY. DEPT. (DIGITAL ONLY) | <input type="checkbox"/> CHARTER (DIGITAL ONLY) |
| <input type="checkbox"/> DIV. OF GROUND WATER | <input checked="" type="checkbox"/> CEMC (DIGITAL ONLY) | |
| <input type="checkbox"/> HOUSING AUTHORITY | <input type="checkbox"/> CDE (DIGITAL ONLY) | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> COMMON DESIGN REVIEW BOARD | <input type="checkbox"/> ATT (DIGITAL ONLY) | |
| <input checked="" type="checkbox"/> GAS & WATER DEPT. (DIGITAL ONLY) | <input type="checkbox"/> POLICE DEPT. (DIGITAL ONLY) | |
| <input type="checkbox"/> CUMBERLAND HTS U/D (DIGITAL ONLY) | <input type="checkbox"/> CITY BLDG DEPT. (DIGITAL ONLY) | |
| <input type="checkbox"/> CUNNINGHAM U/D (DIGITAL ONLY) | <input checked="" type="checkbox"/> COUNTY BLDG DEPT. (DIGITAL ONLY) | |
| <input type="checkbox"/> EAST MONT. U/D (DIGITAL ONLY) | <input type="checkbox"/> SCHOOL SYSTEM OPS. (DIGITAL ONLY) | |

1. CITY ENGINEER/UTILITY DISTRICT:

Comments received from department and they had no concerns.

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

Mont. County Highway Dept.: Comprehensive site plan providing
interconnectivity needs to be implemented in the development of this zoning.
Clks. Street Dept.: Traffic Study required at site plan phase.

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

No Comment(s) Received

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

Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

CZ 22 2022

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Removal of 63.5 acres of Industrial property C-5 Commercial.

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Rossview Rd., International Blvd. & Rollow Ln.

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

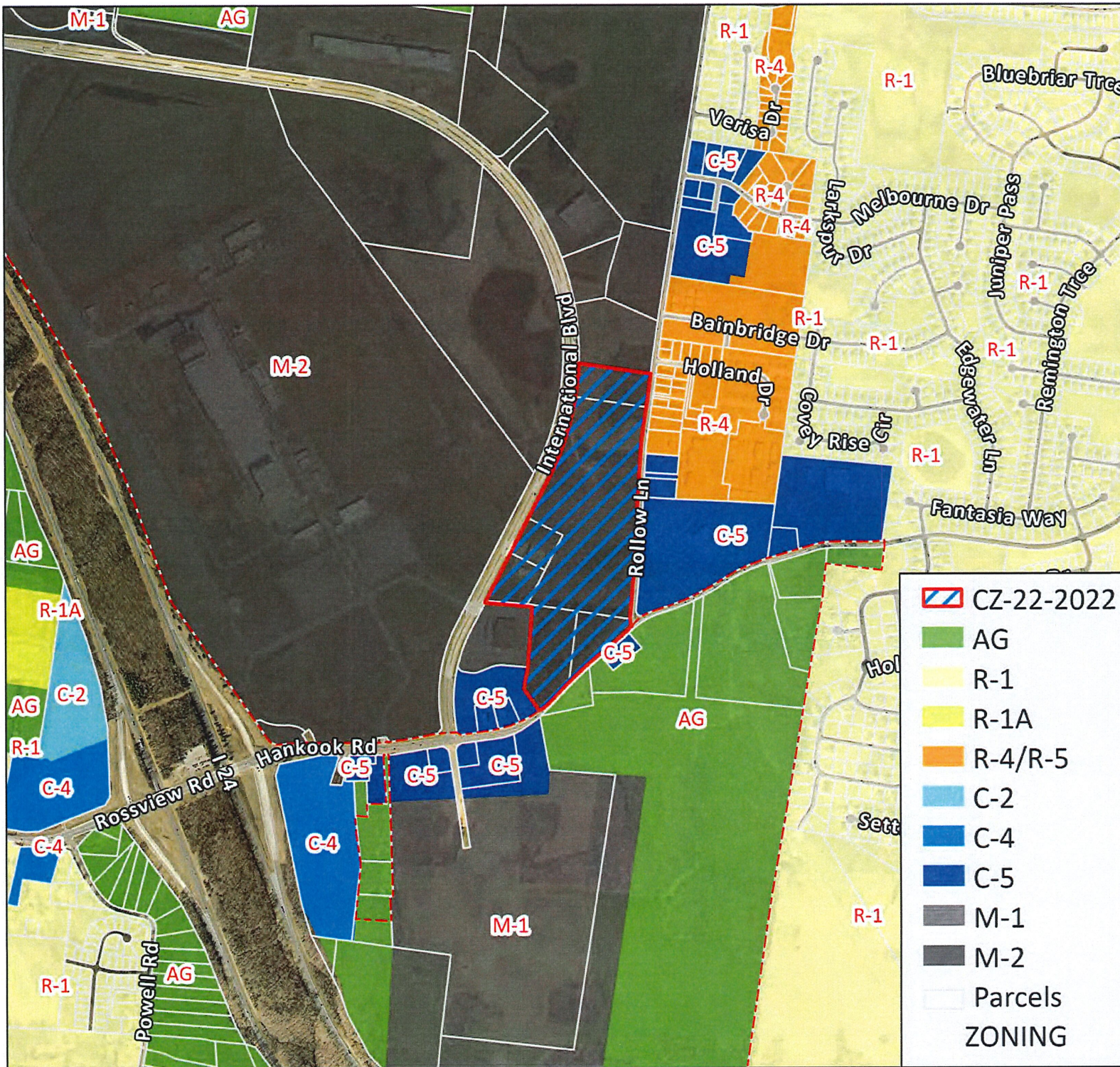
POPULATION:

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: **APPROVAL**

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. This area was planned to be a Commercial Development Area as part of the original Industrial/Business Park of Montgomery County. The original M-2 Industrial District zoning prior to Feb. 2016 (Mont. County Zoning Resolution Update) allowed many of the same uses in the proposed C-5 Commercial District as M-2 Industrial District .
3. This C-5 Highway & Arterial Commercial zoning request is an extension of a developed commercial node at the Rossview Rd. & International Blvd.
4. Additional driveway connections to Rossview Rd, should not be permitted until Rossview Rd. improvements are completed & will be under ther review by the Clks. Street Dept., Mont. Highway Dept. & TDOT.
5. No enviromental issues have been identified as part of this request.



CZ-22-2022

APPLICANT:

CLARKSVILLE
MONTGOMERY
COUNTY IDB

REQUEST:

**M-2
TO
C-5**

MAP & PARCEL

039

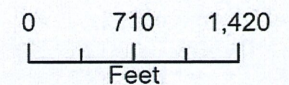
02000,02100(P)
039 02101,02102

057 01702

058 00302

ACRES +/-
63.5

Scale: 1:15,000



10/25/2022



CZ-22-2022

APPLICANT:

CLARKSVILLE
MONTGOMERY
COUNTY IDB

REQUEST:

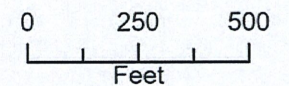
M-2
TO
C-5


MAP & PARCEL


039
02000,02100(P)
039 02101,02102
057 01702
058 00302

ACRES +/-
63.5

Scale: 1:5,000



 **CZ-22-2022**

 **Parcels**
ZONING

CASE NUMBER: CZ 22 2022 **MEETING DATE** 10/25/2022
APPLICANT: Clarksville Montgomery County IDB
PRESENT ZONING M-2 **PROPOSED ZONING** C-5
TAX PLAT # 039 **PARCEL** 020.00, 021.00, 021.01, 021.02
GEN. LOCATION Property located north of Rossview Rd, East of International Blvd. & west of Rollow Ln.

PUBLIC COMMENTS

A copy of an email is in the file.

Industrial Park Rezone



TOTAL ACREAGE TO BE REZONED FROM M-2 TO C-5: 63.5+/-

PARCEL A
OWNER: INDUSTRIAL DEVELOPMENT BOARD OF
THE COUNTY OF MONTGOMERY
PARCEL ID: 039 02000 000
LEGAL REFERENCE: 1389458
CURRENT ZONING: M-2
ACRES: 5.1+/-

PARCEL B
OWNER: INDUSTRIAL DEVELOPMENT BOARD OF
MONTGOMERY COUNTY
PARCEL ID: 039 02100 000 (PORTION)
ZONING: M-2
ACRES: 38.4 +/-

PARCEL C
OWNER: CITY OF CLARKSVILLE
PARCEL ID: 039 02101 000
ZONING: M-2
ACRES: 3.0+/-

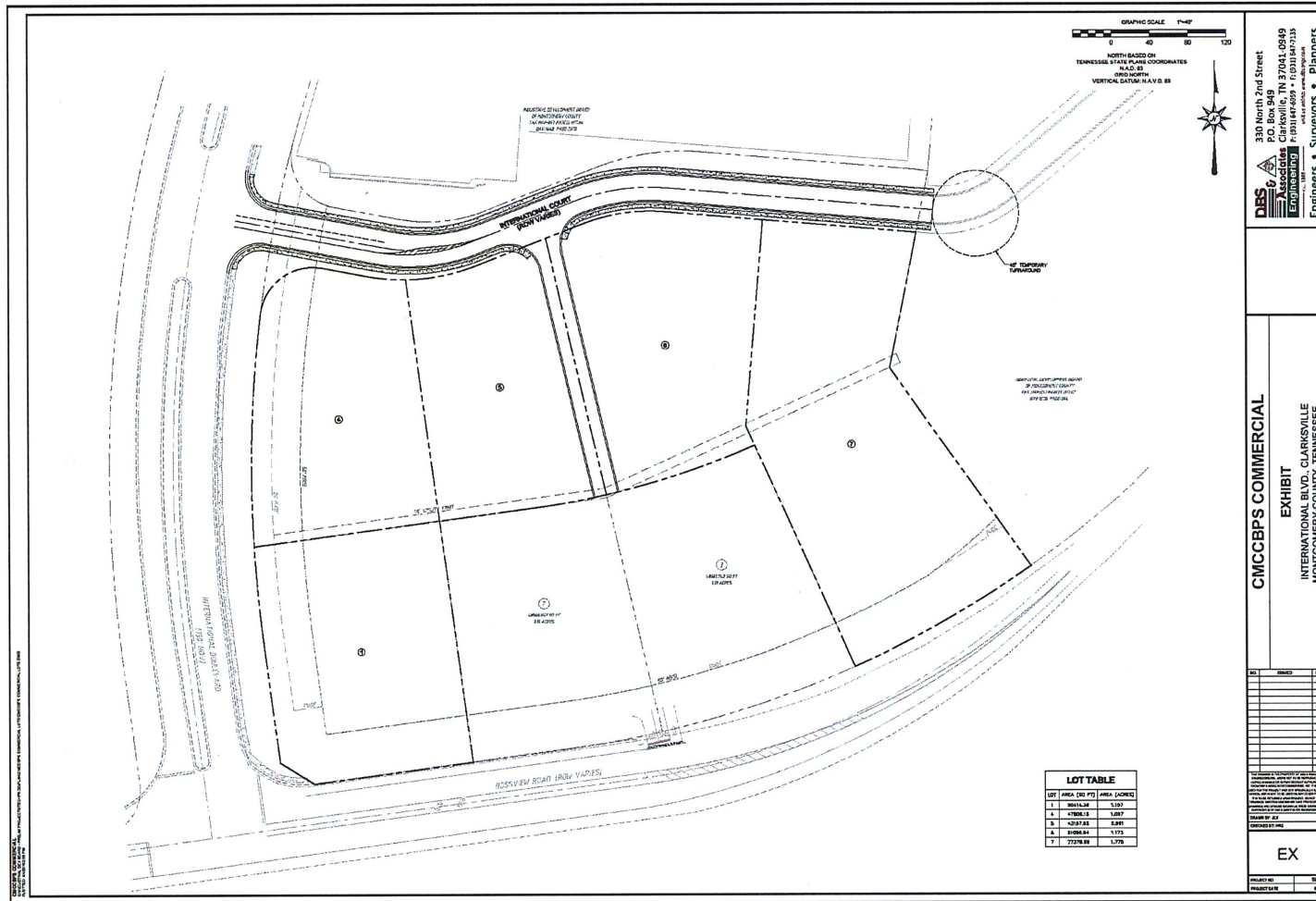
PARCEL D
OWNER: MONTGOMERY COUNTY
PARCEL ID: 039 02102 000
ZONING: M-2
ACRES: 3.7+/-

PARCEL E
OWNER: INDUSTRIAL DEVELOPMENT BOARD OF
MONTGOMERY COUNTY
PARCEL ID: 057 01702 000
ZONING: M-2
ACRES: 8.5+/-

PARCEL F
OWNER: INDUSTRIAL DEVELOPMENT BOARD OF
MONTGOMERY COUNTY
PARCEL ID: 055 00302 000
ZONING: M-2
ACRES: 4.7+/-

- Total M-2 to C-5
Acres: 63.5 +/- acres
- Support Services for
the Industrial Park
- C-5 land already on-
site.

C-5 in the Industrial Park



- Taco Johns, Burger King, Popeye's, and now lot 4 (all C-5)
- We're working on funding for International Court.
- EMS Services Included:



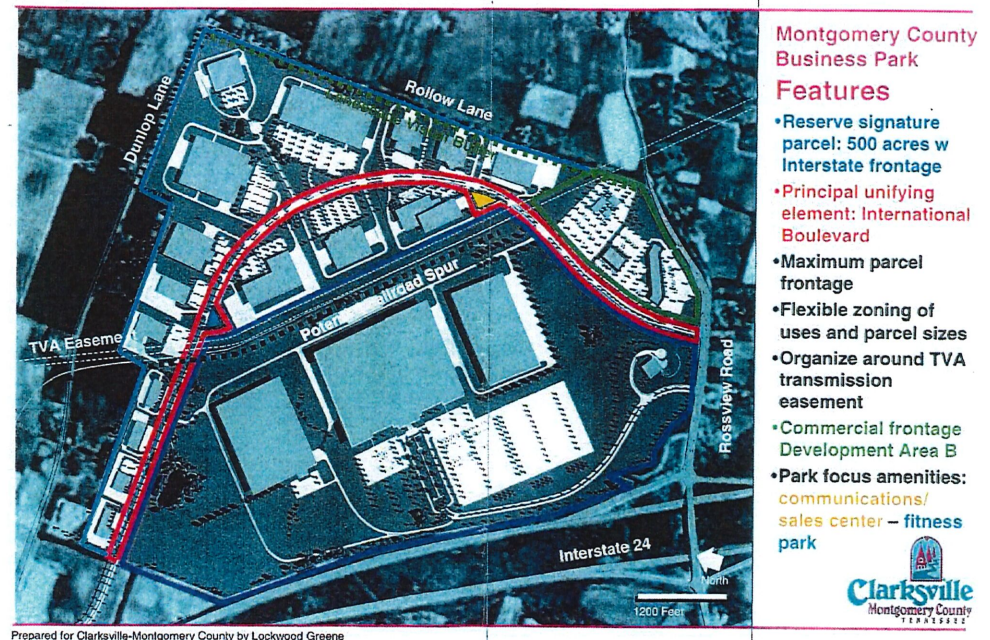
Development Area B (Original Intent)

Development Area B:

Building Sites shall also be utilized by certain other uses that directly benefit or support the business operations of the Owners and Occupants and their employees, and the public. Such other uses shall include, but not be limited to office, training and education, hotel, retail, restaurant, medical clinic and day care, or the same uses described in Development Area A.

The Design Evaluation Criteria shall be the basis of evaluation as to whether or not any present or intended design of a Building Site by an Owner or Occupant is within the meaning and intent of this Declaration and whether it is in keeping with the purposes referred to in Article II above.

ARTICLE IV - BUILDING PLANS APPROVAL



**RESOLUTION AUTHORIZING THE APPLICATION FOR A GRANT FROM
TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT CO-OP FUNDS, FOR
CLARKSVILLE MONTGOMERY COUNTY TOURIST COMMISSION**

WHEREAS, the Clarksville-Montgomery County Tourist Commission (Tourist Commission), as the community's Destination Marketing Organization, has been awarded a \$35,000 matching grant from the Tennessee Department of Tourist Development for marketing to visitors; and

WHEREAS, the Tourist Commission agrees to the terms of the State of Tennessee's "Tourism Cooperative Marketing Matching Grant" that will be utilized during the 2022-2023 fiscal year; and

WHEREAS, the Tourist Commission's legally adopted Operating Budget for 2022-2023 already includes the \$70,000 of advertising expenses that are eligible for 50% match funding from the aforementioned grant.

NOW, THEREFORE, BE IT RESOLVED by Montgomery County Board of Commissioners assembled in Regular Session on the 14th day of November 2022, that the Commission hereby authorizes the Clarksville-Montgomery County Tourist Commission to accept Tourism Cooperative Marketing Matching Grant funds in the amount of \$35,000.

Duly passed and approved this 14th day of November 2022.

Sponsor



Commissioner



Approved

County Mayor

Attest

County Clerk

**RESOLUTION TO ACCEPT AND APPROPRIATE GRANT FUNDS
FROM THE TENNESSEE CORRECTIONS INSTITUTE FY23 TRAINING
EQUIPMENT GRANT PROGRAM FOR LOCAL ADULT
CORRECTIONAL FACILITIES**

WHEREAS, the Tennessee Corrections Institute (TCI), under the authority of Tennessee Code Annotated §41-7-103 (1) is responsible for the training of correctional personnel in the methods of delivering correctional services in the municipal, county, and metropolitan jurisdictions; and

WHEREAS, the TCI Board of Control has voted to release up to \$1,200,000 in funding for up to one-hundred and twenty \$10,000 one-time no local match training equipment grants of which one has been awarded to Montgomery County.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 14th day of November 2022, that Montgomery County accept this FY23 Training Equipment Grant in the amount of \$10,000 and that the Director of Accounts and Budgets amend the revenue accounts listed below; and

BE IT FURTHER RESOLVED, the County Mayor may execute certain documents for the same, in substantially the form submitted with such completions, omission, 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.

REVENUE	101-54210-00000-54-46210	< \$10,000.00 >
LICENSES	101-54210-00000-54-53330	\$ 2,850.00
DATA PROC SUPPLIES	101-54110-00000-54-54110	\$ 7,150.00
	TOTAL	\$10,000.00

Duly passed and approved this 14th day of November 2022.

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, 2022, through September 30, 2023; and

WHEREAS, the Tennessee Highway Safety Office, has advised that Montgomery County is approved for these funds in the amount of \$59,849.80; 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 14th day of November 2022, that Montgomery County accept this Selective Traffic Enforcement Program Grant in the amount of \$59,849.80; 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-G2340	< \$59,849.80 >
OVERTIME	101-54110-00000-54-51870-G2340	\$28,922.00
SOCIAL SECURITY	101-54110-00000-54-52010-G2340	\$ 1,794.00
STATE RETIREMENT	101-54110-00000-54-52040-G2340	\$ 2,444.00
MEDICARE	101-54110-00000-54-52120-G2340	\$ 420.00
HYBRID RETIREMENT	101-54110-00000-54-52170-G2340	\$ 420.00
TRAVEL	101-54110-00000-54-53550-G2340	\$ 2,450.00
OTHER SUPP & MAT.	101-54110-00000-54-54990-G2340	\$ 2,399.80
OTHER CAPITAL	101-54110-00000-54-57990-G2340	\$21,000.00
	TOTAL	\$59,849.80

Duly passed and approved this 14th day of November 2022.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____
County Clerk

**RESOLUTION BY THE MONTGOMERY COUNTY VETERANS TREATMENT COURT
ACCEPTING ADDITIONAL GRANT FUNDS FROM THE STATE OF TENNESSEE
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES AND
AMENDING THE BUDGET OF THE VTC GRANT IN THE AMOUNT OF THIRTEEN
THOUSAND DOLLARS (\$13,000)**

WHEREAS, the Montgomery County Veterans Treatment Court (VTC) is a hybrid mental health and substance abuse court created to serve veterans struggling with addiction, serious mental illness and/ co-occurring disorders; and

WHEREAS, Montgomery County VTC continually promotes sobriety, recovery and mental health stability through early identification and partnership efforts within the community to develop a shared understanding, while fostering a spirit of commitment and collaboration with the Veterans Administration, treatment providers, volunteer mentors, the criminal justice systems, and other organizations; and

WHEREAS, the Montgomery County VTC grant is currently in the amount of one hundred thirty thousand dollars (\$130,000); and

WHEREAS, the State of Tennessee Department of Mental Health and Substance Abuse Services has awarded an additional thirteen thousand dollars (\$13,000) to the Montgomery County VTC to support provider rate increases.

NOW THEREFORE BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 14th day of November 2022 that the budget of the Montgomery County Veterans Treatment Court accept additional grant funding in the amount of thirteen thousand dollars (\$13,000) from the State of Tennessee Department of Mental Health and Substance Abuse Services and appropriate these funds as follows:

101-53800-00000-53-46390-G7200	Other Health & Welfare Grant	(\$ 13,000.00)
101-53800-00000-53-53990-G7200	Other Contracted Services	\$ 13,000.00

Duly passed and approved this 14th day of November 2022.

Sponsor

Commissioner

Approved

County Mayor

Attest

County Clerk

**RESOLUTION TO UPDATE THE HIGHWAY COMMISSION LIAISON COMMITTEE
MEMBERSHIP DISTRICTS DUE TO THE 2022 COUNTY REDISTRICTING**

WHEREAS, the Highway Commission Liaison Committee was established by Resolution 21-4-4 of the Montgomery County Board of Commissioners; and

WHEREAS, the committee meets on a regular basis with the Highway Commission and acts as an information conduit for information to flow from the Highway Department to the County Commission; and

WHEREAS, due to the 2022 redistricting of Montgomery County commission districts a realignment of the districts which serve citizens outside of the incorporated area and from which Highway Commission Liaison Members are selected should be updated to the following districts: 2, 3, 4, 6, 7, 11, 15, and 19.

NOW THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 14th day of November 2022 that due to the 2022 redistricting of Montgomery County commission districts a realignment of the districts which serve citizens outside of the incorporated area and from which Highway Commission Liaison Members are selected should be updated to the following districts: 2, 3, 4, 6, 7, 11, 15, and 19.

Duly passed and approved this 14th day of November 2022.

Sponsor



Commissioner



Approved

County Mayor

Attest

County Clerk

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY
HIGHWAY DEPARTMENT FOR TWO (2) ADDITIONAL VEHICLES AND
RELATED EQUIPMENT FOR NEW TEAM LEADER POSITIONS NOT TO
EXCEED ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000)**

WHEREAS, two new team leader positions were approved for the Montgomery County Highway Department at the October 2023 County Commission meeting. In addition to these two new positions these team leaders will need trucks to perform their duties and responsibilities; and

WHEREAS, the Montgomery County Highway Department wants to purchase these vehicles as soon as possible; and

WHEREAS, the amount not to exceed one hundred sixty thousand dollars (\$160,000) will be needed for two (2) trucks and related equipment for these positions; and

WHEREAS, this request is being made by the Montgomery County Highway Department.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioner assembled in regular business session on this 14th day of November 2022, that Montgomery County Highway Department's Fiscal Year 2023 operating budget is hereby amended in the amount not to exceed one hundred sixty thousand dollars (\$160,000) for the purchase of two new trucks and related equipment.

Duly passed and approved this 14^h day of November 2022.

Sponsor



Commissioner



Approval

County Mayor

Attest

County Clerk

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY
HIGHWAY DEPARTMENT TO ACCEPT GRANT FUNDS FROM TDOT FOR
ENGINEERING SERVICES NEEDED FOR EXCELL ROAD / HWY 12
SERVICE NOT TO EXCEED THREE HUNDRED AND FIFTY THOUSAND
DOLLARS (\$350,000)**

WHEREAS, the intersection of Highway 12 / Excell Road, Hickory Point Road, and East Old Ashland City Road has become a major safety concern due to increased traffic amounts along these roads combined with poor intersection configuration and needs to be re-designed; and

WHEREAS, the Montgomery County Highway Department wishes to have this professional service completed as soon as possible; and

WHEREAS, the Tennessee Department of Transportation will issue a grant that will fund 80% of the funds appropriated for the project;

WHEREAS, the amount not to exceed three hundred fifty thousand dollars (\$350,000) will be needed to fund this service which includes complete design and Right of Way acquisition; and

WHEREAS, this request is being made by the Montgomery County Highway Department.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session on this 14th day of November 2022, that Montgomery County Highway Department's Fiscal Year 2023 operating budget is hereby amended in the amount not to exceed three hundred fifty thousand dollars (\$350,000) for the purpose of engineering service for the Excell/Hwy 12 project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Accounts and Budgets Department amend the accounts of the Highway Fund as follows:


131-68000-00000-68-53990-G2340	\$350,000.00
131-00000-00000-00-46980-G2340	(\$280,000.00)

Duly passed and approved this 14th day of November 2022.

Sponsor



Commissioner



Approval


County Mayor

Attest


County Clerk

Agreement Number: 220176
Project Identification Number: 133030.00
Federal Project Number: STP-M-12(68)

State Project Number: 63LPLM-F3-085

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of August, 20 22 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and MONTGOMERY COUNTY (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-12 (Ashland City Road) Intersection at Excell Road, LM 6.396 in Clarksville."

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	AGENCY	PROJECT

Utility Coordination by: **AGENCY** **PROJECT**
Construction by: **AGENCY** **PROJECT**

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending **five (5) years from the fully executed date**. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by **three (3) years from the fully executed date**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible

costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its Contractors agree to ensure that Disadvantaged Business

Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

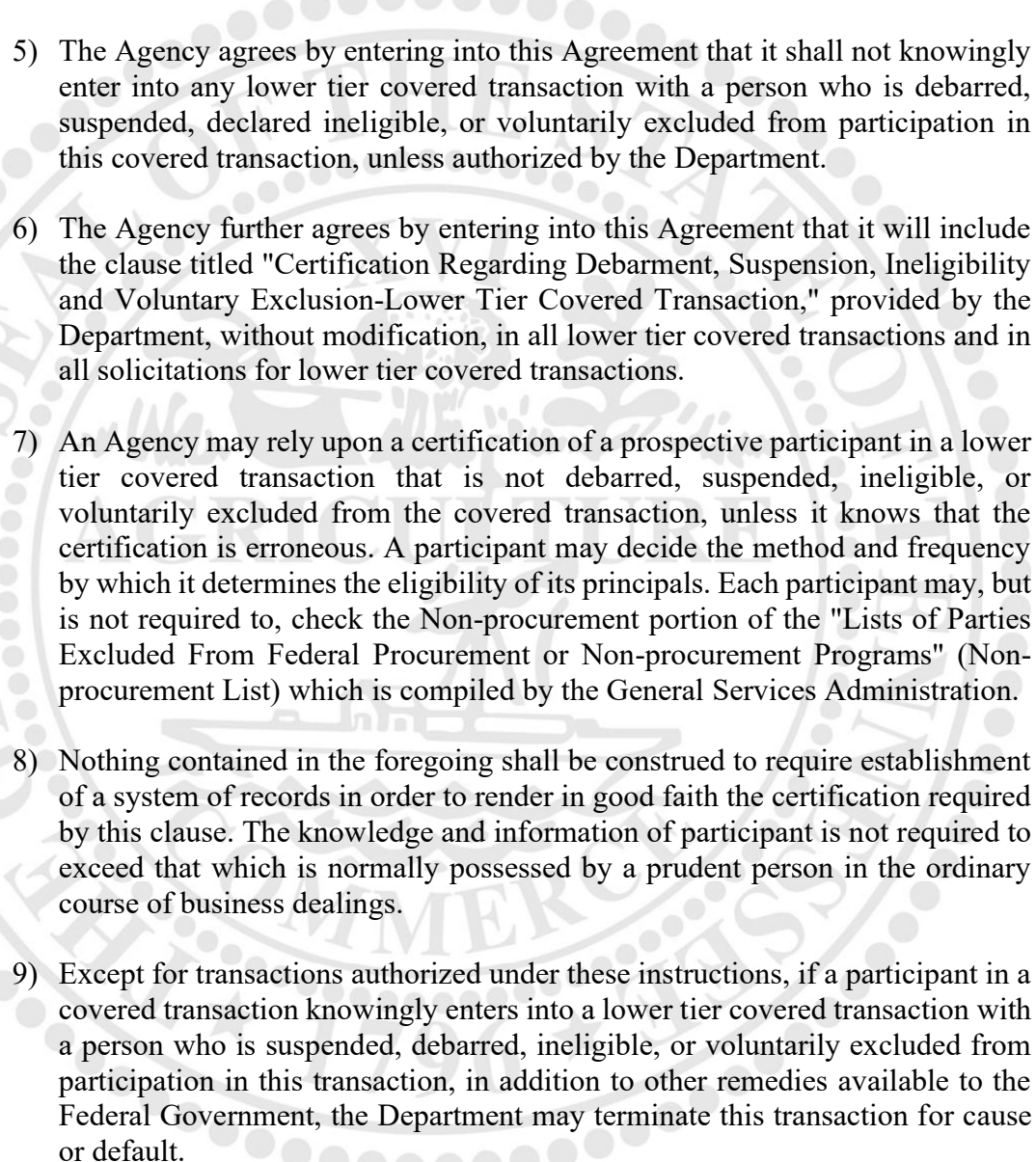
- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
 - 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
 - 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for

Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of

any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation

for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.


D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

MONTGOMERY COUNTY

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature: 
Jim Durrett (Aug 30, 2022 10:08 CDT)
Email: mayordurrett@mcgtn.net

B:

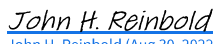
Signature: 
Howard H. Eley (Aug 31, 2022 10:21 CDT)
Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature: 
W. Timothy Harvey (Aug 30, 2022 11:24 CDT)
Email: timharvey@wtharveylaw.com

B:

Signature: 
John H. Reinbold (Aug 30, 2022 11:53 CDT)
Email: TDOT.Legal.Attorneys@tn.gov

I:

Signature: 
Email: jeff.c.jones@tn.gov

EXHIBIT "A"

AGREEMENT #: 220176

PROJECT IDENTIFICATION #: 133030.00

FEDERAL PROJECT #: STP-M-12(68)

STATE PROJECT #: 63LPLM-F3-085

PROJECT DESCRIPTION: SR-12 (Ashland City Road) Intersection at Excell Road, LM 6.396 in Clarksville. Ashland City Road and Excell Road intersection improvements that include turn lanes, installation of a signal, and closure of East Old Ashland City Road to improve intersection safety.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Intersection Improvements and Signals

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STBG	80	0	20	\$25,340.00
PE-DESIGN	L-STBG	80	0	20	\$228,060.00
RIGHT-OF-WAY	L-STBG	80	0	20	\$263,700.00
CONSTRUCTION	L-STBG	80	0	20	\$2,480,341.00
TDOT ES	L-STBG	80	0	20	\$27,869.00
CEI	L-STBG	80	0	20	\$278,690.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY
HIGHWAY DEPARTMENT FOR ENGINEERING FUNDS NEEDED FOR A
SAFETY ACTION PLAN NOT TO EXCEED ONE HUNDRED THOUSAND
DOLLARS (\$100,000)**

WHEREAS, a Safety Action Plan is a compilation of potential projects with issues and concerns revolving around public safety and is required in order to receive federal funds through the SS4A grant; and

WHEREAS, the Montgomery County Highway Department wishes to fund this professional service to compile these potential projects as soon as possible; and

WHEREAS, the amount not to exceed one hundred thousand dollars (\$100,000) will be needed to complete the project; and

WHEREAS, this request is being made by the Montgomery County Highway Department.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session on this 14th day of November 2022, that Montgomery County Highway Department's Fiscal Year 2023 operating budget is hereby amended in the amount not to exceed one hundred thousand dollars (\$100,000) for the purpose of engineering fund for the Safety Action Plan.

Duly passed and approved this 14^h day of November 2022.

Sponsor



Commissioner



Approved

County Mayor

Attest

County Clerk

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY
COUNTY HIGHWAY DEPARTMENT FOR ENGINEERING FUNDS
NEEDED FOR HWY 48/13 SERVICE, NOT TO EXCEED EIGHTY
THOUSAND DOLLARS (\$80,000)**

WHEREAS, several intersections along Highway 48/13 have become major safety concerns due to increased traffic volumes along this corridor combined with poor sight conditions due to horizontal and vertical alignments issues at these intersections; and

WHEREAS, the analysis will be for various intersections to include, HWY 48/13 and Old HWY 48 and Salem Ridge Road, HWY 48/13 and Seven Mile Ferry Road and Attaway Road, and HWY 48 and HWY 13; and

WHEREAS, the Montgomery County Highway Department wishes to have this professional service completed as soon as possible; and


WHEREAS, the amount not to exceed eighty thousand dollars (\$80,000) will be needed to fund this service; and

WHEREAS, this request is being made by the Montgomery County Highway Department.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session on this 14th day of November 2022, that Montgomery County Highway Department's Fiscal Year 2023 operating budget is hereby amended in the amount not to exceed eighty thousand dollars (\$80,000) for the purpose of engineering fund for the Highway 48/13 service.

Duly passed and approved this 14th day of November 2022.

Sponsor



Commissioner



Approved

County Mayor

Attest

County Clerk

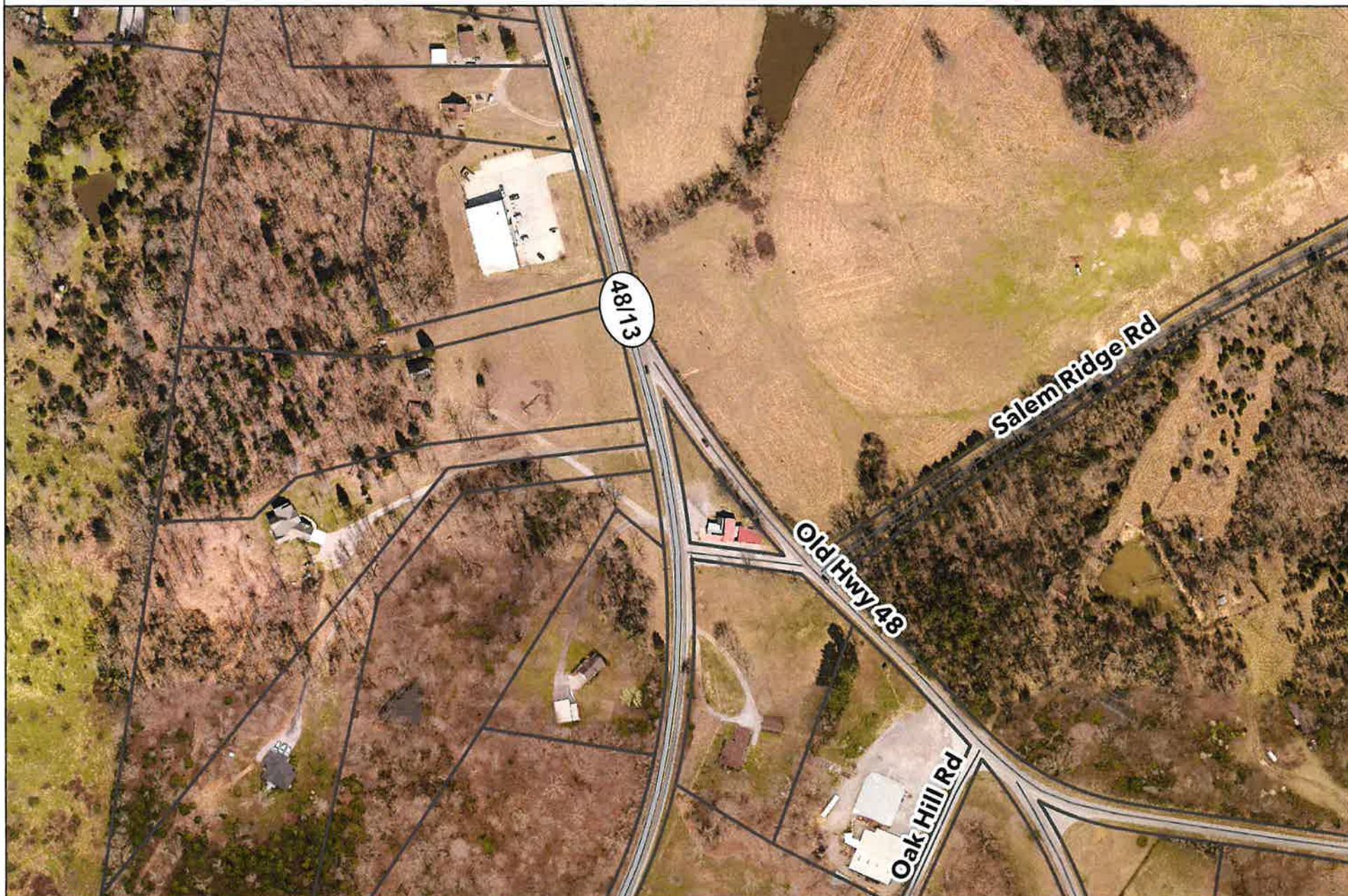
Intersection Improvement Highway 48/13 and Hwy 13



Intersection Improvement Highway 48/13, Seven Mile Ferry Rd and Attaway Rd



Intersection Improvement Highway 48/13



**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY ELECTION
COMMISSION FOR THE PURCHASE OF A VOTING SYSTEM
WITH A VOTER-VERIFIED PAPER AUDIT TRAIL**

WHEREAS, The General Assembly passed Public Chapter No. 1144 during their recent session which requires all counties to use voting machines with a voter verified paper audit trail (VVPAT) by January 1, 2024; and

WHEREAS, the Montgomery County Election Commission currently does not have any voting machines with the VVPAT capabilities and will use a competitive bid process for a new voting system that has been certified by the State Election Commission and Coordinator of Elections to meet the law's requirement; and

WHEREAS, to assist in this transition, the legislature has included funds in the 2022-2023 state budget to supplement the existing Help America Vote Act (HAVA) funds. The goal of these funds is to cover the cost of a comparable amount of equipment to what is currently being used through grants, to reimburse the county for the purchase of systems with VVPAT capabilities; and

WHEREAS, the Montgomery County Election Commission is requesting an amount not to exceed one million, two hundred fifty thousand dollars (\$1,250,000); and

WHEREAS, this cost is eligible for reimbursement grants from the State Election Office and will be reimbursed upon bid award and purchase agreement.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 14th day of November 2022, that the Montgomery County Election Commission's Fiscal Year 2023 operating budget is hereby amended for the purchase of a new voting system, not to exceed \$1,250,000.

101-51500-00000-51-46980-G2301	Other State Grants	(\$ 1,250,000.00)
101-51500-00000-51-57310-G2301	Voting Machines	\$ 1,250,000.00

Duly passed and approved this 14th day of November 2022.

Sponsor _____
Commissioner _____
Approved _____
County Mayor

Attested _____
County Clerk

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY
REGISTER OF DEEDS FOR THE PURCHASE OF DATA PROCESSING EQUIPMENT**

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

WHEREAS, the Montgomery County Register of Deeds is in need of replacing several pieces of outdated data processing equipment; and

WHEREAS, the cost of replacement for this equipment will be thirty-three thousand eight hundred sixty-five dollars (\$33,865); and

WHEREAS, Data Processing Reserves are available to be used for the purchase of any data processing supplies and/or equipment necessary for this position as well as other existing staff; 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 14th day of November 2022, that the Montgomery County Register of Deed’s Fiscal Year 2023 operating budget is hereby amended as follows to add equipment using the Register of Deeds Data Processing reserves.

101-51600-00000-51-57090	Data Processing Equipment	\$ 33,865.00
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Duly approved this 14th day of November 2022.

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

**RESOLUTION TO APPROVE THE SALE OF CERTAIN PROPERTIES WHICH
WERE OBTAINED THROUGH A TAX SALE PREVIOUSLY**

WHEREAS, whereas by Statute, Montgomery County, Tennessee, pursues recovery of delinquent real property taxes; and

WHEREAS, from time to time, in the recovery of real property taxes as authorized by Statute, Montgomery County becomes the “owner” of certain real property; and

WHEREAS, other Statutes require that property ultimately be liquidated, and if possible, returned to the tax rolls, after appropriate statutory periods have lapsed; and

WHEREAS, Montgomery County “owned” under its purchase at previous tax sales, 28 parcels of property which were identified and accounted for in Resolution 21-11-3, a previous Resolution of Montgomery County, Tennessee, authorizing the sale of these properties by an alternate means allowed by statute; and

WHEREAS, those means have been exercised and concluded and certain properties have received a “bid” for purchase that are identified on the attached Exhibit A with the bidder’s name, the property address, the final bid amount, and the map and parcel number; and

WHEREAS, Montgomery County, having fulfilled all the statutory requirements to receive these bids, by its Resolution and by Statute, is required to present the same to the Montgomery County Commission for its approval of such sale to occur; and

WHEREAS, Montgomery County, Tennessee, by and through its completion of the statutory requirements, presents this list for approval of sale as shown.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners sitting on this 14th day of November 2022, that the attached list Exhibit A is approved for sale and the Montgomery County Mayor is authorized to cause deeds to be prepared, as required by the Statute based upon the sale, and to convey the interest of Montgomery County in said properties by deed without warranty as shown on the deed, to the highest bidder as shown on Exhibit A upon receipt of certified funds.

Duly passed and approved this 14th day of November 2022.

Sponsor _____
Commissioner _____
Approved _____
County Mayor

Attest _____
County Clerk

Exhibit A

	A	B	D	E
1				
2	BIDDER	PROPERTY ADDRESS	FINAL BID AMOUNT	MAP-PARCEL
3				
4	NO BIDDER	Jostin Drive	\$0.00	079J B 01701 000
5	Jennifer Charmaine Freeland	N. Ford Street	\$100.00	055J A 01300 000
6	Charles Wesley Williams	S. Daniel Street	\$500.00	079D F 01100 000
7	Hunter Gill Stapp	E. Drake Street	\$8,000.00	083 02901 000
8	Knox Bryan Thomas III	N. Thomas Street	\$3,021.00	011 04300 000
9	John Lee Johnson	Johnson Street	\$1,986.00	011G A 02101 000
10	Juanita Porter & Carolyn Dyson	Hyman Street	\$250.00	066D B 01300 000
11	Jovaun Tyson	C B Road	\$125.00	124 01500 000
12	Thomas James Parker	C B Road	\$4,000.00	124 01800 000
13	Thomas James Parker	C B Road	\$1,500.00	124 02000 000
14	NO BIDDER	S. Valley Crest Lane	\$0.00	081N F 00701 00
15	Blanche Jackson Glimps	Bailey Street	\$600.00	066C D 01800 000
16	Darryl Pater & Donald Castner	Ashland City Road	\$8,000.00	079L B 01702 000
17	Adam Joe Thompson	N Liberty Church Road	\$250.00	044L A 00101 000
18	John Lee Johnson	639 Edlin Street	\$765.00	011G A 00100 000
19	David Allen Moman	Maple Park Drive	\$250.00	041P C 02501 000
20	Peggy R Moore	S. Kirby Drive	\$338.47	043J D 03019 000
21	Merriel Bullock Neal	Red River Street	\$10,000.00	066D C 00400 000
22	Habitat for Humanity	North 221 11th Street	\$3,000.00	066E A 03500 000
23	Richard Matthew Hadley Jr.	Millstone Circle	\$100.00	030N G 02000 000
24	NO BIDDER	S. Valley Crest Lane	\$0.00	081N F 00702 000
25	Geoffrey Braun Getter	W. Steeple Ridge Way	\$1,200.00	081N F 01701 000
26	Jennifer Charmaine Freeland	Franklin Street	\$100.00	066D D 02600 000
27	Habitat for Humanity	343 Hickory Heights	\$4,000.00	079C A 03300 000
28	Juanita Porter & Carolyn Dyson	Mossrose Road	\$250.00	080H A 02400 000
29	Richard Warner & Robyn Louise Smith	E. Wiley Brown Road	\$893.14	104 00902 000
30	Cherryl Renee Darwin	99 Poston Street	\$500.00	055N D 02900 000
31	Charles Wesley Williams	Cross Lane	\$13,000.00	079F D 01101 000
32			\$62,128.61	

**RESOLUTION APPROPRIATING ADDITIONAL FUNDING FOR THE
CONSTRUCTION OF BRIGHAM PARK**

WHEREAS, the Montgomery County Government Fiscal Year 2022-2023 budget included appropriated funds in the amount of two hundred fifty-thousand dollars (\$250,000) for the construction of what is now known as Brigham Park; and

WHEREAS, after the bid opening, the low bid came in higher than was previously budgeted; and

WHEREAS, the original appropriation was to be funded through American Rescue Plan Act (ARPA) funds; and

WHEREAS, an additional two hundred thousand dollars (\$200,000) is needed to fund this project; and

WHEREAS, there are currently available ARPA funds in the Fiscal Year 2022-2023 budget that may be used for this project from the revenue loss portion of ARPA funds; and

WHEREAS, this request is being made by the Montgomery County Parks & Recreation department.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session on this 14th day of November 2022, that Montgomery County amend the Fiscal Year 2022-2023 budget and appropriate additional funds in the amount of two hundred thousand dollars (\$200,000) for the purpose of constructing Brigham Park.

BE IT FURTHER RESOLVED the funds from the American Rescue Plan Act (ARPA) that fall under "revenue loss" in Sections 602(c)(1)(C) and 603(c)(1)(C) of the SLFRF Final Rule may be appropriated to fund the construction of the park.

Duly passed and approved this 14th day of November 2022.

Sponsor



Commissioner



Approved

County Mayor

Attest

County Clerk

**RESOLUTION TO APPROVE BI-COUNTY SOLID WASTE TO PROCEED WITH
PERMITTING, DESIGN, CONSTRUCTION OF A MAJOR MODIFICATION TO THE
EXISTING CLASS III CONSTRUCTION DEMOLITION LANDFILL AND THE SUBSEQUENT
OPERATION OF FACILITY ONCE MODIFICATION IS COMPLETE**

WHEREAS, the general law codified in Tennessee Code Annotated, Title 68, Chapter 211, Part 7, known as the Jackson Law, provides for local approval of the construction of privately owned landfills and solid waste processing facilities, as well as the change in classifications of an existing landfill or solid waste processing facility to one with higher standards; and

WHEREAS, the procedures of the Jackson Law cannot be used by a county unless the county legislative body approves of its use by a two-thirds (2/3) majority vote; and

WHEREAS, the Montgomery County Board of Commissioners passed the Jackson Law on the 12th day of March 2018; and

WHEREAS, Bi-County Solid Waste is seeking approval of the Montgomery County Commission to proceed with permitting, design, construction of a Major Modification to the existing Class III Landfill (Permit DML 63-0103) and the subsequent operation of the facility once modifications are complete. The Class III Landfill is located on Bi-County Solid Waste property located at 3212 Dover Road/Highway 79 in Woodlawn, Tennessee (Latitude 36.5404°N Longitude 87.5407°W); and

WHEREAS, the landfill will accept construction demolition debris, delivered by haulers and private citizens of Montgomery & Stewart Counties; and

WHEREAS, in compliance with TCA 68-211-701 and TCA subsection 68-211-704(b), Bi-County Solid Waste will provide required documentation to TDEC.

NOW THEREFORE BE IT RESOLVED, by the Montgomery County Board of Commissioners, meeting in regular session on this 14th day of November 2022 that approval is given to Bi-County Solid Waste to proceed with permitting, design, construction of a Major Modification to the existing Class III Landfill (Permit DML 63-0103) and the subsequent operation of the facility once modifications are complete. The Class III Landfill is located on Bi-County Solid Waste property located at 3212 Dover Road/Highway 79 in Woodlawn, Tennessee (Latitude 36.5404°N Longitude 87.5407°W).

BE IT FURTHER RESOLVED that this resolution shall take effect upon its passage and approval.

Duly passed and approved this 14th day of November 2022.

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS APPROPRIATING FUNDS FOR
DESIGN FEES FOR KIRKWOOD ELEMENTARY SCHOOL**

WHEREAS, the County's continued population growth has resulted in the Clarksville-Montgomery County School System (CMCSS) elementary schools throughout the District being at 95% of student capacity and has driven the need to build the District's 25th elementary school; and

WHEREAS, there are 58 portable classrooms on the nine elementary school campuses (Barkers Mill Elementary School, Glenellen Elementary School, Hazelwood Elementary School, Northeast Elementary School, Oakland Elementary School, Pisgah Elementary School, Rossvie Elementary School, Sango Elementary School, and West Creek Elementary School) that will most likely be affected by the opening of Kirkwood Elementary School; and

WHEREAS, the one-year student enrollment growth for FY 2022-2023 for the nine elementary schools in Zoning Regions 1 & 2 is an additional 839 students; and

WHEREAS, CMCSS owns a 15-acre pad-ready building site on the Kirkwood Campus that is suitable for the construction of a 1,056 student capacity elementary school; and

WHEREAS, the Clarksville-Montgomery County School Board has approved the Rossvie Elementary School prototype floor plan for the construction of Elementary School #25; and

WHEREAS, fast tracking of this construction project is critical and will enable the completed construction of the new elementary school to be opened by the fall of 2024 to address the student enrollment growth; and

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in Regular Session on this 14th day of November 2022, that this Commission expresses its intent to fund the design and construction fees for Kirkwood Elementary School and that the sum of one million four hundred sixty-one thousand one hundred seventy-two dollars (\$1,461,172) is hereby appropriated to the School Capital Project Fund for the Kirkwood Elementary School architectural design.

BE IT FURTHER RESOLVED that it is reasonably expected that Montgomery County, Tennessee will reimburse itself for certain expenditures in connection with the forgoing, in an amount not to exceed one million four hundred sixty-one thousand one hundred seventy-two dollars (\$1,461,172) from the proceeds of general obligation or revenue bonds of Montgomery County, TN. This resolution shall be placed in the minutes of the Board of County Commissioners and shall be made available for inspection by the public at the office of the Board of County Commissioners.

Duly passed and approved this 14th day of November 2022.

Sponsor Jean Luna-Vedder
Commissioner R. G. Everest
Approved _____
County Mayor

Attested _____
County Clerk

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS
ADOPTING THE MONTGOMERY COUNTY COMPENSATION PLAN**

WHEREAS, it is the desire of the Montgomery County Board of Commissioners to recognize and properly compensate employees for their valued service to Montgomery County Government; and

WHEREAS, it is appropriate to institute a new pay plan that reflects current market values; and

WHEREAS, a market study was conducted to evaluate all positions within Montgomery County Government to determine the appropriate compensation for each position; and

WHEREAS, the effective implementation date for this pay plan resolution shall be December 26, 2022, and the intent is for the increased pay to be reflected in the January 2023 distribution dates.

NOW THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 14th day of November 2022 that the Montgomery County Compensation Plan as set out in Exhibit A, the Budget Amendments for Various Accounts that are to be appropriated in amounts not to exceed three million dollars (\$3,000,000) for the County General Fund, two hundred fifty thousand dollars (\$250,000) for the Highway Fund, and thirty thousand dollars (\$30,000) for the Risk Management Fund.

Duly passed and approved on this 14th day of November 2022.

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk



Compensation and Classification Study Executive Report

for

Montgomery County, TN



November 2022



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Introduction

McGrath Human Resources Group, Inc. (Consultants), an organization that specializes in public sector consulting, was commissioned by the Montgomery County, TN (County) to conduct a comprehensive Compensation and Classification Study (Study) for all positions. The purpose of this Study was to:

- ❖ Guide the County in confirming the County's pay philosophy including its desired position in the market;
- ❖ Review the County's existing compensation plan and classifications;
- ❖ Obtain and establish benchmark compensation data from the external market through a survey of mutually-identified, comparable entities;
- ❖ Obtain information on each job title/position for a job evaluation through department meetings, job descriptions, and position description questionnaires;
- ❖ Define and update the County's classification system, as needed;
- ❖ Identify career progression opportunities, when supported;
- ❖ Establish internal equity among positions within the County through a job evaluation point factor process;
- ❖ Integrate the data from the external market, internal market, and job evaluations to develop a comprehensive compensation system by updating your current schedules or designing new salary schedules to align with your compensation philosophy;
- ❖ Prepare a cost analysis for implementation of recommended changes;
- ❖ Review and recommend compensation policy and procedure changes that will assure consistent implementation and application of compensation; and
- ❖ Provide a plan for the County to provide on-going maintenance of the system independently.

The Consultants would like to extend appreciation to the Mayor, Human Resources Director, Department Directors, and employees for their time, cooperation, and sharing of information and perceptions with the Consultants.

Summary of Findings

When comparing the salary schedule to the external market, the ranges are not significantly below the market. The main issue is the structure of the compensation system that does not provide annual step increases. In today's market, if an employee can get work down the street for \$2.00 more and get annual increases, why would an employee stay with the County where money may or may not be added to the schedule for annual increases?

On average, it would take an employee 30 years to reach the top of the salary schedule. Positions placement is inconsistent and a formalized methodology is not utilized; nor does the salary schedule have a market rate. An employee should reach the market rate within three (3) to five (5) years of

employment. Under the current structure, it would take 10-15 years to reach the midpoint of the salary schedule.

Thus, the consultant has recommended a 12-step system in which not only is the salary schedule adjusted annually – to retain the competitiveness of the schedule; but employees would also receive an annual step increase.

In addition to compensation, benefits were also evaluated.

Health Insurance

Overall, although premiums are primarily looked at first for comparative purposes, dollar amount is not the full picture, as a read of the Benefit Section of this report will detail. The County indicated they felt their health plan is very competitive, and no concerns for the health benefit were articulated. Preferred Option I is the most advantageous for an employee; however, when considering the base wage to the other municipalities, most employees can't afford the employee contribution. Further, it incents employees for the Preferred Option I, rather than the less costly health options.

In order to incent employees to the less costly employer options, employees' wages need to increase, and incentives, such as Health Savings Accounts with employer contributions need to be considered.

Time-Off Benefits

There are no recommended changes to the County's sick leave or holiday benefits. Both are competitive to surrounding municipalities. The Consultants do recommend a review the annual leave, as the County loses its competitiveness at the higher end of the vacation accrual schedule.

Retirement

The State of Tennessee does not mandate public sector participation in the TCRS, so there is variation in the retirement benefit among the comparables, and an analysis of the different plans is not useful because of the variation in the plan design. What is important is that some comparables are not requiring employee contribution, whereas the County does, at 5%. What is often forgotten is that this deduction is given back to the employee in the form of their pension, or in the form of refund/rollover if they are not vested when they separate employment. The County should be cognizant that employee wages decrease by 5% when compared to those employers that pay the contribution on behalf of the employee. With the County establishing an over market compensation philosophy, this concern is diminished.

Tuition Reimbursement

The County has a tuition reimbursement program in policy but is not currently in use. Comparable organizations that reported a tuition program, provided annual amounts of \$3,000 to \$5,250 per

calendar year, with reimbursement percentages based upon the grades obtained. The County is recommended to stay at \$5,250 or less to align with IRS guidelines to keep the program as a tax-free fringe benefit.

The Consultants do not recommend the development of an educational stipend/extra pay for achievement of a higher degree. Rather, provide tuition reimbursement for achievement of a higher degree to be used for career advancement through the ranks.

Shift Differential

The Consultant recommends a shift differential for positions within Corrections, Parks, Courts and the Sheriff's office. Shift differentials should be examined for one (1) year to ascertain if the amount attracts and retains employees. Then the amount should be adjusted or the program eliminated.

Stipend/Master Patrol

Recommendations in the Sheriff's Department is a rank of Master Patrol Officer. Criteria needs to be established that outline the education, experience, and additional responsibilities that will be undertaken in this rank.

This is just a summary, the reader is encouraged to read the entire report to understand the issue, methodology, and recommendations.

Methodology

Data Collection

The project involved the following three (3) steps: (1) collection of data, (2) interviews, and (3) data analysis. The first step of this Study involved the gathering of data that pertains to current compensation practices within the County. The Consultants received information relating to current salaries, specific policies, collected market data, and current job descriptions.

Interviews were conducted with the County Administrator, Human Resources Director, Department Directors, and other management personnel within each department. The purpose of these meetings was to first, gain an understanding of the County's current compensation practices and philosophy; second, to solicit ideas and input from these stakeholders for future compensation methodologies and practices; and finally, to determine if there were any positions within the County that were difficult to recruit, retain, or were otherwise unique in the position's responsibilities. Employees were then asked to complete a position questionnaire (PQ) which provided extensive information about their position. The Consultants analyzed the PQs completed by the employees, which had been reviewed by supervisory employees, to gain a better understanding of the job responsibilities, skills, and various competencies of each position.

Upon completion of the draft compensation schedule, the Consultants met with Administration, in addition to each Department Director separately to review the recommended salary schedule and gain the County's perspective prior to finalization. Any recommendations and feedback provided were reviewed by the Consultants and considered in relation to the position analysis and the external market data, as well as the impact to internal equity within the entire compensation system.

Labor Market

In order to gain information from the external market through interviews with the Department Directors and County Administration, a list of comparable organizations was established. Each of the comparable organizations was contacted requesting current salary schedules and incumbent data. The following comparable organizations were contacted:

Table 1: Comparable Organizations

Comps	
Cheatham County	DNP
City of Brentwood	
City of Chattanooga	
City of Clarksville	
City of Fayetteville, NC	DNP
City of Huntsville, AL	
City of Knoxville	

Comps	
City of Lexington, KY	DNP
City of Memphis	
City of Murfreesboro	
City of Nashville	
Davidson County	
Dickson County	DNP
Franklin, City	
Hamilton County	
Hendersonville	
Knox County	
Madison County, AL	
Robertson County	
Rutherford County	
Sumner County	
Williamson County	
Wilson County	
MISC	
Batson Nolan PLC	DNP
Clarksville Montgomery School System	DNP
Law Firms (Law Office of Steven Girsky)	DNP
State Library Survey	
Solid Waste - North America	DNP
Tennessee Steel Haulers	DNP
TN Bureau of Investigations	DNP
TN Hwy Patrol	DNP
Transport Ohio Valley	DNP

DNP = Did not participate

Data from these organizations were collected through completion of a survey developed by the Consultants, that included compensation data from the benchmark positions.

The collection of this compensation data was utilized to analyze the average market minimum, midpoint and maximum rates per defined benchmark position. A comparison of the average salary of the positions to the salary of incumbents within the County was also performed. When necessary, evaluation of the comparable organization's job description, when available online, was utilized to resolve conflicts.

In addition to current positions within the County, the Consultants sought comparable data on future positions/career ladders, and positions with job responsibilities that are combined in Montgomery but might be separate in other organizations. In some cases, titles were altered to better align with the industry. Not all positions are reflected in the following data analysis. In some situations, data

was not available in the external market, data was insufficient, or there were no internal matches at the time of the Study.

Market Data Solicited

The market survey gathered the following 2022 information: minimum, midpoint, and maximum salary for the positions as well as the average salary of the incumbents. Upon examination, salaries were eliminated if statistically too high or too low as to not skew the average (typically within one (1) to two (2) standard deviations). A new percentile amount was then calculated with the remaining salaries. There was a great deal of time spent in the data analysis to ensure that each position was examined based on the data available and how the responsibilities of each position aligned within the County.

Market Analysis

It is standard compensation practice to establish a range around the minimum or market rate to determine if employee compensation is in line with the comparable market. Employees can mistakenly assume that if the average market rate is \$25,000, then their salary should align to the market rate, not realizing many factors attribute to being above or below a market rate. Compensation practices look at a range around the average market rate where an employee should be by the time the employee is fully functioning within his/her position. Traditionally, organizations establish a 5%-10% range around the market rate. Thus, if an employee is making between 40%-60% of the market rate, the employee is considered fairly compensated. In order to analyze the salaries, a comp ratio is used. This is a ratio of the County's salary in relation to the external market data. A 50% comp ratio would mean that it is in line with the external market. Again, the 10% range is utilized. Thus, if a Ratio is within 40%-60% the salary is within an acceptable range. Note with the current economic climate and shortage of labor, the lower portion of the range may not be considered below market.

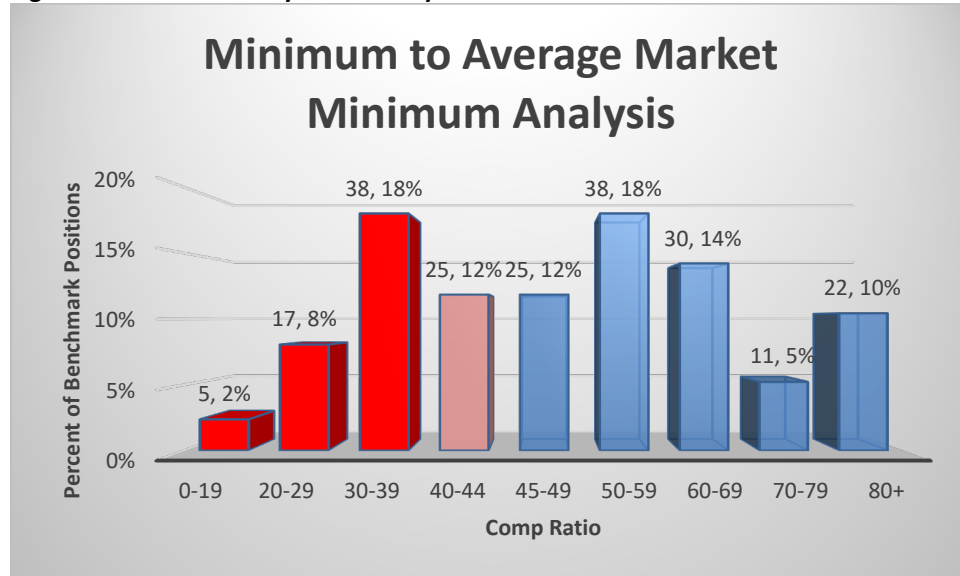
Minimum Salary Comparison

The analysis of the minimum salary range gives the initial indication if starting salaries are within an acceptable market Range. When building a salary schedule, consideration of this information will ensure the County's minimums are within an acceptable range to the average market minimum; however, this analysis is only the beginning in the development of a compensation schedule.

Approximately 28% of the benchmarked job titles are below the average market minimums. There are an additional 12% of the positions that are in the lower 40% comp ratio that are still within the acceptable range; however, the positions are at risk of falling below the market in the near future.

Overall, 72% of the positions are within the acceptable average market minimum. It would appear the majority of the County's minimum hiring salaries are adequate against the average market, although some adjustment will be required. The Figure below provides a summary of findings.

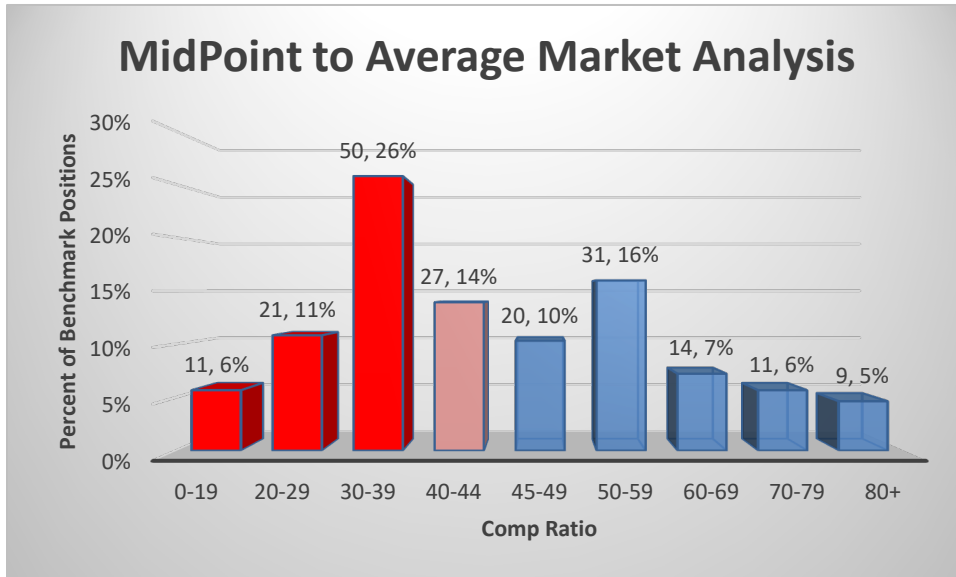
Figure 1: Minimum Analysis Summary



Midpoint Salary Comparison

The Consultants wanted to know if the midpoint was aligned with the average market. Therefore, a midpoint analysis between the County's midpoint and the market average was conducted. Again, a comp ratio less than 40% would indicate the salary ranges may not be in line. Approximately 42% of the benchmark positions – looking at the midpoint – are lower than the average market rate. There are an additional 14% of the positions that are in the lower 40% comp ratio that are within the acceptable range; however, the positions are at risk of falling below the market in the near future. Overall, 58% of the positions are within the acceptable average market at the midpoint. The following is a summary of findings.

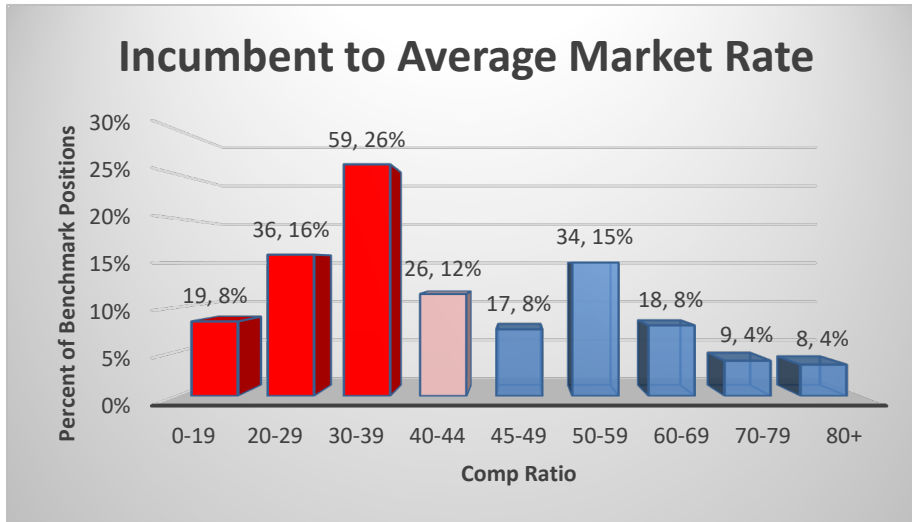
Figure 2: Midpoint Analysis Summary



Average Market Salary Analysis

The next step is to compare the County's current incumbent salaries to the average market rates to assess how competitive incumbent wages are within the market. For positions where there is more than one (1) incumbent, an *average* of the current employees' salaries is Utilized. Overall, 50% of the positions are below the average market rate. There are another 12% of positions in the lower 40% comp ratio that are at risk of falling below the market in the near future. In total, 50% of the positions within the County are at or above the average market rate. In summary, the County has not fared well when employee salaries are compared to the average market rate of incumbent salaries, although one needs to consider tenure of employees. Much of this is due to how the salary schedules are utilized and will be discussed later. The Figure below provides a summary of findings.

Figure 3: Incumbent Analysis Summary



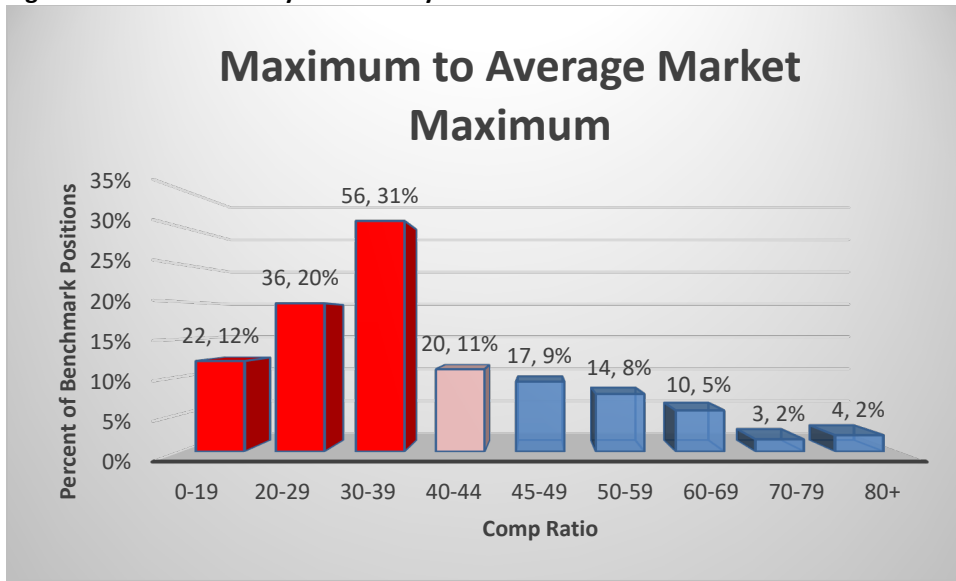
Rounding may not result in 100%

Maximum Salary Comparison

The Consultants then compared the County's salary range maximum to the average market maximum. However, due to various types of salary range construction, one must always consider this may not be an exact comparison.

The County's salary range maximum is at or above the market maximum for only 26% of positions, while an additional 11% of positions are still within an acceptable distance from the average but on the lower end. This leaves 63% of positions with maximum rates that are under the market Average. This is problematic because the County may be challenged not only in the recruitment and selection of new hires, but also the retention of current staff, which can lead to those staff leaving to work in other organizations in the area for more pay. The Figure and Table below provides a summary of findings.

Figure 4: Maximum Analysis Summary



Rounding may not result in 100%

Current Compensation System

The County's current compensation system consists of six (6) pay ranges: (1) Exempt, (2) Non-Exempt, (3) Sheriff non-exempt, (4) EMS Exempt, (5) EMS Non-Exempt, and (6) E911. As of now, some of the elected officials have their salaries set by County Technical Assistance Service (CTAS). The County can pay higher than CTAS recommendations, but at this time choose not to. Thus, there is no salary schedule for these elected officials. In addition to elected department heads, there are also appointed department heads with no salary range provided for their positions.

The schedule is increased annually; however, an employee's step increase is determined by the length of time designed for each step. Contrary to a typical step program with annual step increases, an employee will sit on a step for a designated number of years.

The Consultant did an analysis of each of the compensation systems and have provided information to Human Resources.

Salary Schedule Summary

The salary schedules – minimum to maximum – are not significantly below the market. The problem is that the schedules do not provide employees with annual step increases. In today's market, if an employee can get work down the street for \$2.00 more and get annual increases, why would an employee stay with the County where money may or may not be added to the schedule for annual increases?

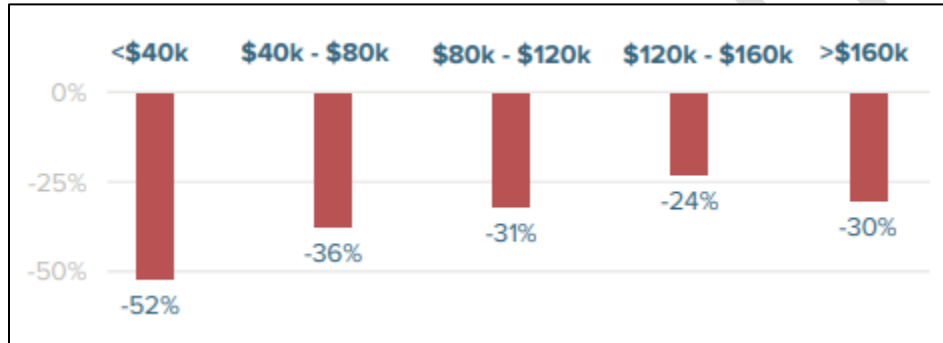
The major problem with the compensation schedule is the rule of the system.

Other Factors

Public Sector Turnover/Recruitment Challenges

According to human resources professionals across the United States, it is becoming progressively harder to hire qualified personnel. Looking at a tight labor market, recruitment and retention of qualified personnel with the necessary skills for public service has topped the list of workforce challenges for the last several years, and in 2021, nearly 86% of human resources professionals reported a moderate to significant increase in vacancies in their organization. Between 2015 and 2021, applicant volume for government jobs has dropped 21%, resulting in a significant work gap in the public sector (Neogov Job Seeker Report 2021).

Figure 5: Percentage of Applications for Government Employment 2015-2021



(Source: Neogov)

"The decline in job applications per job over the last six years is being felt across all job types and salary levels. The hardest hit are jobs that pay below \$40,000 per year, which are frequently the jobs that interface with the public and community members the most. This may unfortunately lead to a decrease in the quality of services that agencies are able to provide." (Source: Neogov 2021 Job Seeker Report)

While this is not a new issue, employers state it's become increasingly problematic to their operations. Public employers have been experiencing ongoing challenges of this nature for almost a decade. Governments historically have had a compelling proposition to offer workers with secure lifetime employment and generous health benefits followed by a robust pension for retirement, which is no longer the case. Public employers are battling for their talent because:

- Long term employment has less appeal to the younger workforce;
- There is a real or perceived decline in public support for government workers;
- Public employers do not feel they can compete with salaries and benefits as benefits erode and the private sector is more competitive;
- There is a growing skills gap. Many government jobs now require specialized education or training. Fewer positions are "learn on the job";

- Public employers are not able to offer the same level of flexible work arrangements to all employees;
- Limitations in technologies prevent efficiencies and automation;
- There are limited financial resources; and
- Not all work cultures are pleasing and supportive.

The Great Resignation and Private Sector Influence

Compounding the public sector recruitment challenges, in 2021, as the nation re-opened following COVID shutdowns, the country has experienced continued private industry prosperity, record inflation, record retirements, and record turnover from an otherwise qualified workforce, causing all industries, both public and private, to be competing for already limited human resources. In addition, State Minimum Wage Laws are pushing non-skilled wages higher. This has led employers to escalate wages for all positions to help recruit and retain its talent. The effect has been substantial, and nearly every employer is experiencing recruitment and retention challenges.

As a result, all employers, including the County, will need to ensure its wages and benefit package is as competitive as financially possible in order to help mitigate turnover and facilitate recruitment success.

Employee Demographics

In reviewing the County's employee demographics for positions covered in the Study, the tenure of the organization ranges from new hire to 48 years. The overall tenure average of the employees is 7.72 years. The national average in the public sector is currently 6.5 years (*Local Government-Bureau of Labor Statistics, September 2020*), showing the County is around average in overall tenure. In order to have a full picture of the County, one needs to explore these demographics further. These findings are found in the following Figures.

Figure 6: Employee Demographics by Age Group

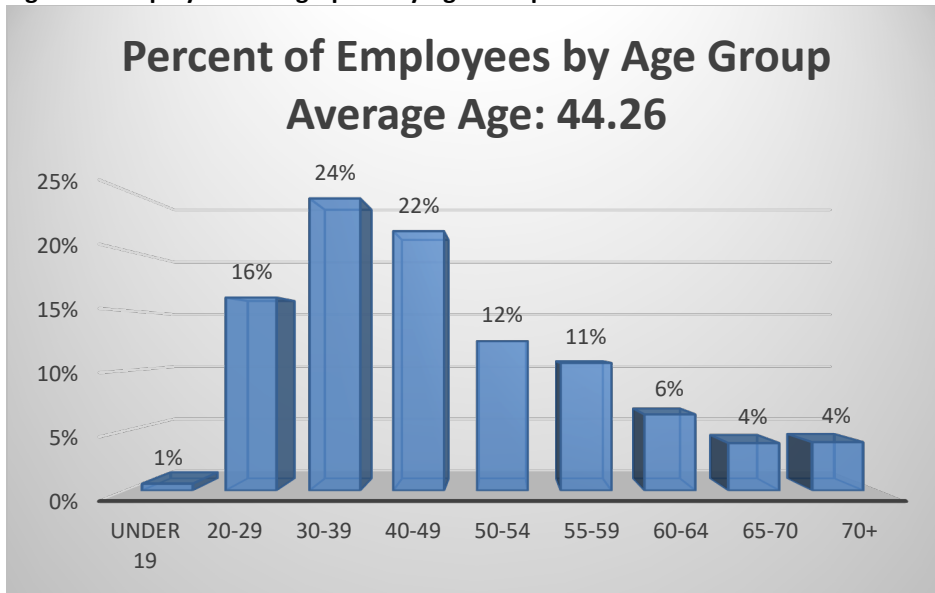
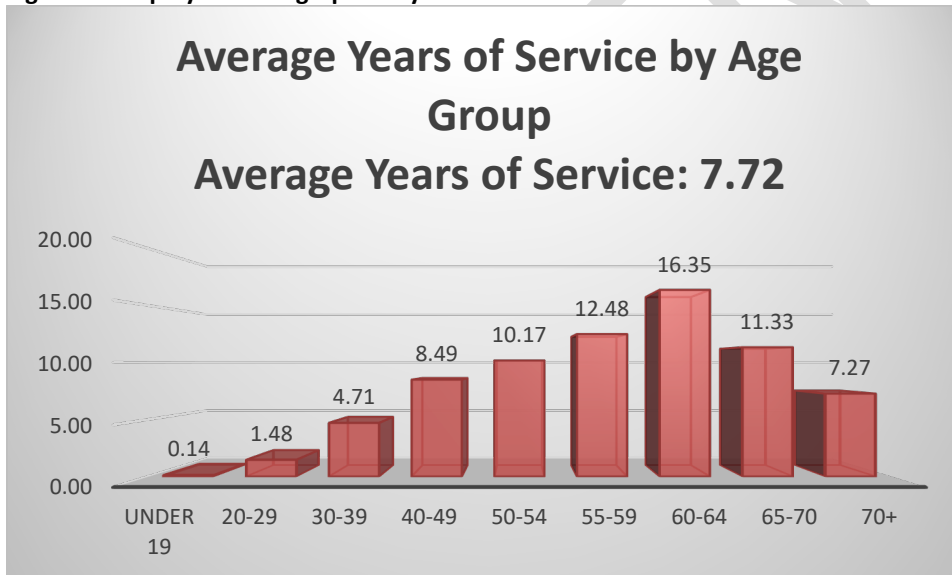


Figure 7: Employee Demographics by Years of Service



The above Figures show those in age groups 55 and over have the longest tenure of the organization but only represent 25% of all employees. This group is nearing or at retirement age, and when they do retire, the average tenure of the organization will decrease, as their tenure is boosting the current average tenure.

Another finding is that the County's demographics illustrate 41% of the workforce is under the age of 40, and this is likely the cross-section of employees who are seen as more mobile in today's workforce, focus heavily on work/life balance, consider non-compensatory benefits for the purposes

of retention, and change jobs quickly because it results in earning higher wages as opposed to remaining with one organization for a longer period of time. This group also has the least number of years of service, an average of 6.3 years. This may also explain why so many are in the lower comp ratio when examining the average incumbent salary. This is the group that needs to remain on a step for multiple years, as well as being the group most likely to leave an organization. It is recommended the County take a hard look at retention strategies.

Finally, the age group under 30, is most likely your generation X'ers. Although this group has had a tendency to be more stable, the data is showing that this group is also becoming more mobile and looking for positions with more work/life balance, flexible work schedules, and professional growth.

The County is recommended to monitor its demographics periodically to properly respond to shifts within the organization as needed. Although the Consultants acknowledge compensation is not the only reason for unwanted turnover, it is a consideration of the overall picture. In order to ensure competitive recruitment/retention, the County is recommended to follow the compensation philosophy of average market compensation to ensure the County can stay competitive to support retaining its personnel as long as possible.

Top Motivators for Employee Retention

With increasing unemployment rates and the effects of the pandemic, strategies for recruitment and retention have changed. The usual methods of attracting job seekers and/or retaining employees are no longer applicable in today's market. In addition, job seekers do not hesitate to leave for better opportunities.

According to NEOGOV 2021 Job Seekers Report, for the age group 18-34, job motivators are job security, meaningful work, advancement opportunities and work/life balance. Higher salary (48%) is the top reason for pursuing a new job. Twenty-eight percent (28%) of respondents pointed out the difference in public versus private sector salaries and benefits, and noted that especially during the past year, the private sector has responded quicker to the changing needs of the new workforce. Other areas that are critical for recruitment and retention are:

- Job skill improvement,
- Work for an organization that shares 'my' values,
- Job that allows to work remotely, and
- Flexible work hours.

The pandemic illustrated that there are a variety of ways to provide services to the community. Granted, not all jobs can be performed from home, but there are many that can. These options need to be pursued to meet the needs of the new workforce.

In addition to work at home, the County has the opportunity to provide flexible work schedules for employees who cannot work from home such as working a 4-day, 10-hour schedule.

Work/life balance is among the reasons people apply for positions; the County, therefore, should evaluate its time off policies, and update these policies if needed to provide more flexibility to the workers. However, due to the current wages and number of openings, creating a work/life balance will be a challenge to departments that are not fully staffed.

The County needs to consider implementing non-traditional forms of compensation; e.g., greater tuition reimbursement, assistance in paying off student loans, and developing personalized benefits. “While public sector jobs may always lack the ability to compete on salary, government agencies can outdo the private sector by spotlighting their most desirable factors: providing job security, the ability to do meaningful work, and offering attractive benefit packages” (NEOGOV 2021).

Compensation Philosophy

A compensation philosophy is an organization’s financial commitment to how it values its employees. The goal of this philosophy is to attract, retain, and motivate qualified people. A consistent philosophy provides a strong foundation in determining the type of total compensation package to offer employees.

There are foundational aspects of compensation to assist with the development of a compensation philosophy to ensure the goals of compensation align with the goals of the organization. First, there are basic questions to consider:

1. What is considered a fair wage?
2. Are wages too high for the financial health of the organization?
3. Does the compensation system reflect the value of positions within the organization?
4. Is your compensation strong enough to retain employees?
5. Do you currently have a defined compensation philosophy?
6. If so, is your compensation philosophy keeping in line with labor market change, industry change, and organizational change?

The County has determined that a compensation philosophy of 10% above the average market rate would be beneficial to attract and retain employees. The recommended salary schedule, therefore, is set at the 60th percentile.

Recommended Salary Schedule

The recommended compensation system is a 12-step schedule (Appendix A). The percent between steps is 2%. This results in a 24% salary range which is below a traditional salary schedule. The

schedule is built off of the 60th percentile of the market, which is Step 6 of the recommended salary schedule. The distance between pay grades varies to minimize compression between superior and subordinate positions.

The Emergency Medical Services Department has been placed into its own salary schedule (Appendix B) The makeup of the schedule is identical to the general schedule. Steps 7 – 12 have been greyed out at the EMT-Basic rank. This is to encourage employees to earn at least the Advanced EMT level.

Position Placement

Placement of positions onto the respective salary schedule is based upon several criteria:

- Point factor system
- Market analysis
- Compression analysis
- Internal equity

The point factor system is a system that evaluates a position based on 13 competencies. Information in these categories is obtained through the completion of a PQ completed by employees and reviewed by the supervisor. The system evaluates a position on the following criteria:

- Education
- Licenses / Certifications
- Procedures/Guidelines
- Job Complexity
- Consequence of Errors
- Confidential Information
- Contact with Others
- Equipment, Machinery, Tools
- Use / Type of Technology
- Financial
- Leadership / Supervision
- Work Environment
- Physical Requirements

This point factor system will remain confidential. Often when supervisors and employees know the point factor system, an objective evaluation of the position becomes suspect, as the PQ is written to the points rather than the true responsibilities of the position.

The County must understand that it is the combination of the minimum salary, market salary, points, and maintaining a sufficient spread between positions that makes up the recommended compensation plan – it is not just one (1) factor.

To implement the recommended salary schedule, employees currently below minimum of the new pay range Step 1 will be placed on Step 1. Employees above Step 1 will be placed on the step closest to their current salary without a decrease. This may not be a significant increase and should only be viewed as a wage adjustment to move onto the new salary schedule, i.e., consideration is not given to how the employee is valued by the County, but rather it is a re-set of the salary schedule.

In most organizations, this type of placement proves problematic, as employees feel that if they have more tenure in the position, they should be higher within the salary range. Although there is merit to this argument, placement on the schedule by years in the position proves to be very costly – something most municipalities cannot afford.

The County should seriously consider moving employees further into the salary range based upon a designated formula. The Consultant has recommended options. Not only will this help what is called in-range compression (newer employees earning as much as longer-tenured employees), it will also free up the lower portion of the salary range to allow flexibility to attract more experienced applicants to the County.

Position Title Recommendations

In the proposal, the County requested a compensation and classification study which involves not only integrating the external market into position placement but also aligning job titles for either internal equity or to reference a more common job title. These recommended titles are reflected in the updated salary schedule.

Position Levels

The Consultants created or defined levels for a number of positions. Criteria has been roughly defined to ensure proper placement in the compensation system. The education, experience, and responsibilities need to be codified in the County's job descriptions.

Exempt vs Non-Exempt

The Fair Labor Standards Act (FLSA) requires employers to pay overtime for all hours worked within a defined work week. These hours must be paid at time and one-half. The FLSA does provide a list of job categories that can be 'exempt' from paying overtime. Each category has a two tests; the first being the amount of salary earned per week. If an employee does not reach that threshold, then the position is automatically non-exempt. The second is a list of questions that spell out the type of profession, degree of judgement and independent decision making, number of supervised personnel. Through this testing process, positions have been evaluated as to whether they should be exempt or non-exempt.

Keep in mind, this is not a County or Department Director decision as to the ability of an employee to earn or be exempt from overtime. The County must follow the Department of Labor statute.

General Operational Guidelines

It is important for the County to have a standardized procedure to annually adjust the general salary schedule for consistency and for budgetary forecasting. It is the Consultants' recommendation that on a set date each year (such as January 1), the salary schedule be increased by an amount close to the national Consumer Price Index – Urban (CPI -U) percentage. For example, since budgeting is done at approximately the same time each year, the County should establish a specific month in which to capture the average of the previous 12 months of the selected economic indicator for a recommended adjustment. The County will still maintain control if conditions and finances fluctuate in a specific year. It is recommended the adjustment to the salary schedule be done on a date other than salary increases so employees understand there are two (2) separate adjustments per year.

Maintaining the salary ranges is a critical component in a compensation structure. The structure maintains the competitiveness of positions to the external market. Failure to maintain the salary schedule will result in non-competitive wages, higher turnover, and possibly spending substantial financial resources for another compensation study in order to return to competitive salaries.

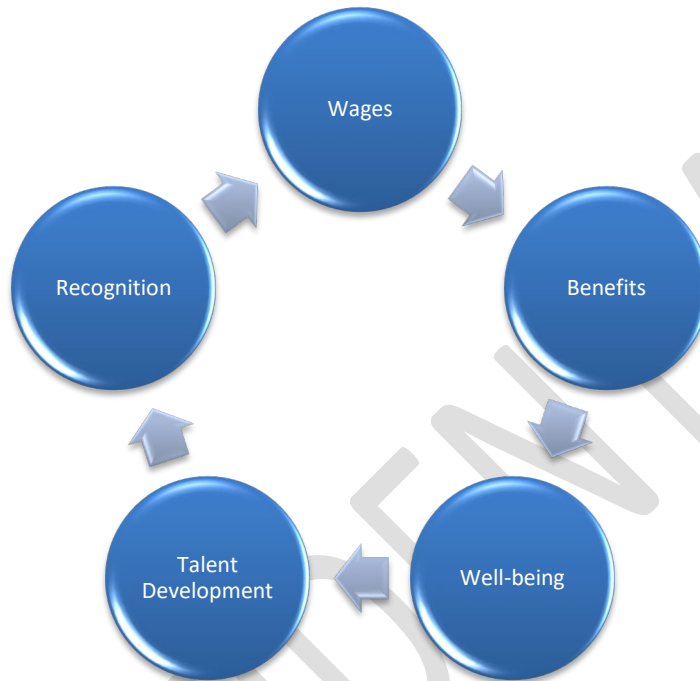
Employees move to the next step in the schedule each year, based upon acceptable performance. It is recommended that the step increase occurs in the first pay period of July. A simple performance evaluation form, along with training, should be developed and conducted in the months prior to June. Acceptable performance would then designate a step increase.

Market Updates

One of the main concerns in any salary schedule is the ability to keep it current. Organizations often spend time and resources to review and reevaluate their salary schedule, resulting in providing employees or pay grades significant increases because either the positions or the schedule is not in line with the external market. A salary schedule has a typical life span of three (3) to five (5) years, at which time market conditions typically necessitate a review. The County can strive to prolong the life of their schedule if it continues to commit to maintaining its competitiveness with the external market by ensuring market updates occur. Given the current competitive market, the County is recommended to initially conduct a market update in three (3) years. In addition, maintaining metrics should help indicate if an external market update is required even sooner.

Total Rewards Model

Attraction, motivation, engagement and retention are critical issues facing all employers. Successfully addressing these issues begins with, at a minimum, having a strategy that aligns certain elements of the employment experience with the goals and objectives of the employer. A Total Rewards Model encompasses specific employment elements to drive performance. A Total Rewards Model considers all of the following areas (Source: WorlDatWork).



The following is an inventory of the County's current compensation, benefits, and related opportunities provided to employees, based on the total rewards model:

- **Wages (Base Pay and Variable Pay).** Pay provided by an employer for services rendered. This includes both fixed pay and variable pay tied to performance.
 - Base Wages, Annual Cost-of-living Adjustment
 - Performance Step Increase or Lump Payments
 - Shift Differential
 - On-call Pay
- **Benefits.** Programs an employer uses to supplement the cash compensation that employees receive. These include health, income protection, and retirement programs that provide security for employees and their families, etc.
 - Social Security - mandatory
 - Medicare - mandatory
 - Workers Compensation - mandatory

- Unemployment Compensation -mandatory
 - Health and Pharmacy Insurance
 - Dental Insurance
 - Life Insurance
 - Voluntary Critical Illness, Accident, Cancer Benefit
 - LTD/STD
 - TN Retirement System
 - Flexible Spending Account
 - Family Medical Leave
 - Annual Leave
 - Sick Leave
 - Sick Sharing Policy
 - Bereavement, Leave
 - Jury and Witness Duty Leave
 - Military Leave
 - Voting Leave
 - Observed Holidays
 - Paid Breaks
- **Well-being.** Organizational practices, policies and programs that help employees achieve success both at work and outside of work.
 - Onsite Employee Health and Wellness Clinic
 - Health, Wellbeing, and Fitness Partnership Discounts
 - Diversity Training
 - Christmas Club Account
 - Employee Assistance Program (EAP)
 - **Talent Development.** Provides the opportunity and tools for employees to advance their skills and competencies in both short- and long-term careers.
 - Professional Development/Educational Assistance
 - Training and Development Courses
 - On-the-job training
 - Performance Management Feedback
 - **Recognition.** Acknowledgement of employee behaviors/outcomes that support the organization's success. Recognition programs can be formal or informal, does not need to have a financial component.

The County has been building a robust model that can positively influence the culture of the organization and the employees that make up that work culture. This visual should help the County as it considers new total reward opportunities for employees, to provide a balanced and engaging

employment experience to its employees. Compensation is not the only driving factor for recruitment and retention, although it is currently the highest rated factor for both recruitment and retention feedback (Neogov Job Seek Report 2021). The second highest rated item for retention is a positive work environment/culture, followed by challenging work and the ability to utilize their skills and talents. The County is poised well to become an employer of choice, not only because of wages, but because of the other opportunities afforded to employees. Enhancement opportunities are offered at the end of this section of the report.

Benefits

In addition to compensation, the County asked that a comparison of major benefits be completed. The following is a summary of how the County is fairing in the market and in future opportunities.

Health Insurance

Plan Design Overview

The County offers multiple health plan design options with differing deductible/out-of-pocket maximums to allow employees the opportunity to select the coverage that best matches their personal situation. The health plans are summarized as follows:

Table 2: Health Plan Summary

PLAN DESCRIPTION		DEDUCTIBLE AMOUNTS	ANNUAL EMPLOYEE PREMIUMS	ANNUAL EXPECTED COST
Option 3 Bridge	S	\$2,000.00	\$643.76	\$2,643.76
Option 2	S	\$2,000.00	\$915.98	\$2,915.98
Preferred Option 1	S	\$350.00	\$1,407.64	\$1,757.64
Option 3 Bridge	F	\$5,000.00	\$1,511.12	\$6,511.12
Option 2	F	\$5,000.00	\$2,240.68	\$7,240.68
Preferred Option 1	F	\$875.00	\$3,304.08	\$4,179.08

*Premium amounts formulated from 26 payments to 12 payments for comparative purposes.

The County still retains a low deductible health plan, which is more of an exception than the norm in the industry. The overall premiums for these types of plans are typically higher. This is because there is a lower out-of-pocket cost risk to the employee on a low deductible plan, requiring the plan to pick up the majority of medical expenses. Municipalities, therefore, will typically place higher employee contribution amounts to low deductible plans in an attempt to drive better consumerism by employees. Employees will often continue to pay a monthly premium to ensure low out-of-pocket costs, until they realize they would be in a better financial situation to enroll in an alternative plan to save on monthly premium costs and shift their financial responsibilities from a guaranteed monthly premium deduction to an actual expense should they need to use the health plan while being a good consumer of health care. With that said, the County has not made it financially advantageous for

employees to migrate to a higher deductible plan design, as the expected cost to employee is still lowest with the low deductible plan.

Premiums

It is extremely difficult to compare health insurance, as the number of plans and the plan designs are significantly different among organizations. What can be compared is the amount the employee contributes toward the cost of that insurance. As the County is aware, the cost of health insurance is a large budget item for any organization. Health insurance is also often the single largest benefit looked at by potential new hires, so a review of employee contributions to this benefit is imperative for offering a comprehensive benefit package.

The Consultants compared the current health plans with the comparable organizations' health plans for a more accurate reflection of insurance in this geographical region. Following are the results from comparable entities that provided benefit data, broken down into single and family coverage. Wellness incentives and HSA/HRA deposits are excluded.

Table 3: Single Plan Premium Comparison

COMPARABLE	PLAN DESCRIPTION	SINGLE MONTHLY PREMIUM	DEDUCTIBLE AMOUNT
Robertson Co	Option 3	\$0.00	\$3,000.00
Hamilton Co	OAP2	\$29.30	\$1,000.00
Robertson Co	Option 6	\$34.41	\$3,000.00
Hendersonville	Buy Down Plan	\$35.00	\$750.00
Knox County	Option 1	\$36.83	\$2,000.00
Rutherford	HSA Plan	\$39.98	\$3,000.00
Wilson Co		\$40.00	\$1,000.00
Rutherford	HSA Plan	\$49.96	\$3,000.00
Montgomery County	Option 3 Bridge	\$53.65	\$2,000.00
City of Knoxville	Network S	\$57.44	\$1,000.00
City of Knoxville	Network P	\$58.22	\$1,000.00
City of Franklin	HDHP	\$59.26	\$3,000.00
Hendersonville	Base Plan	\$62.38	\$600.00
Robertson Co	Option 2	\$63.01	\$2,000.00
Williamson Co	Option 1 - Cty Govt	\$65.00	\$650.00
Montgomery County	Option 2	\$76.33	\$2,000.00
Knox County	Option 2	\$82.33	\$1,500.00
Murfreesboro	HRA	\$86.86	\$3,000.00
Rutherford	Co-pay - option 4	\$90.63	\$1,500.00
City of Knoxville	Network S	\$90.83	\$500.00
Robertson Co	Option 5	\$92.84	\$2,000.00
City of Knoxville	Network P	\$92.86	\$500.00

COMPARABLE	PLAN DESCRIPTION	SINGLE MONTHLY PREMIUM	DEDUCTIBLE AMOUNT
City of Franklin	Option I	\$102.34	\$500.00
City of Memphis	Select	\$102.92	\$750.00
Knox County	Option p	\$104.00	\$1,500.00
Rutherford	Co-pay - option 2	\$107.04	\$1,500.00
Montgomery County	Preferred Option 1	\$117.30	\$350.00
Murfreesboro	PPO	\$122.35	\$500.00
Hendersonville	Buy Up Plan	\$154.44	\$350.00
Knox County	Option 3	\$162.50	\$500.00
City of Memphis	Choice	\$177.67	\$1,500.00
Nashville	PPO	\$203.99	\$0.00
Nashville	HRA	\$216.00	\$450.00
Rutherford	Local Plus	\$268.47	\$750.00
Rutherford	OAP	\$295.52	\$750.00

Table 4: Family Plan Premium Comparison

COMPARABLE	PLAN DESCRIPTION	FAMILY MONTHLY PREMIUM	DEDUCTIBLE AMOUNT
Robertson Co	Option 3	\$0.00	\$6,000.00
Hamilton Co	OAP2	\$87.80	\$2,000.00
Robertson Co	Option 6	\$102.46	\$6,000.00
Montgomery County	Option 3 Bridge	\$125.93	\$5,000.00
Rutherford	HSA Plan	\$140.80	\$6,000.00
Rutherford	HSA Plan	\$169.75	\$6,000.00
Montgomery County	Option 2	\$186.72	\$5,000.00
Knox County	Option 1	\$188.50	\$4,000.00
Wilson Co		\$230.00	\$2,500.00
City of Franklin	HDHP	\$237.96	\$6,000.00
Montgomery County	Preferred Option 1	\$275.34	\$875.00
Murfreesboro	HRA	\$277.92	\$6,000.00
City of Knoxville	Network S	\$284.59	\$1,000.00
City of Knoxville	Network P	\$292.61	\$1,000.00
City of Memphis	Select	\$308.75	\$1,500.00
Robertson Co	Option 2	\$360.79	\$4,000.00
Knox County	Option 2	\$385.67	\$3,000.00
Murfreesboro	PPO	\$391.89	\$1,000.00
Hendersonville	Buy Down Plan	\$392.79	\$1,500.00
Robertson Co	Option 5	\$392.82	\$4,000.00
City of Knoxville	Network S	\$397.11	\$500.00
City of Knoxville	Network P	\$409.41	\$500.00
City of Franklin	Option I	\$412.24	\$1,000.00
Rutherford	Co-pay - option 5	\$453.22	\$3,000.00

COMPARABLE	PLAN DESCRIPTION	FAMILY MONTHLY PREMIUM	DEDUCTIBLE AMOUNT
Knox County	Option p	\$481.00	\$4,500.00
Williamson Co	Option 1 - Cty govt	\$482.92	\$1,625.00
Rutherford	Co-pay - option 3	\$500.80	\$3,000.00
Nashville	PPO	\$522.99	\$0.00
Hendersonville	Base Plan	\$544.20	\$1,200.00
Nashville	HRA	\$566.00	\$900.00
City of Memphis	Choice	\$591.50	\$3,000.00
Knox County	Option 3	\$671.67	\$1,000.00
Rutherford	OAP	\$809.49	\$1,500.00
Hendersonville	Buy Up Plan	\$835.15	\$700.00
Rutherford	Local Plus	\$877.25	\$1,500.00

The above information indicates the County has single plans that are in the higher part of the comparable market in terms of premium only, while the family plans are rated very high. However, that is not a comprehensive picture because employees have actual claims costs as well.

Expected Employee Cost

Because premiums and deductibles are varied in the region, when considering the cost of the monthly premium plus the deductible, this is a truer look at the expected employee cost. This calculation shows the County's true position in the market as shown in the Tables below.

Table 5: Single Plan Comparable Review

COMPARABLE	PLAN DESCRIPTION	ANNUAL PREMIUM	DEDUCTIBLE AMOUNT	EXPECTED ANNUAL RISK TO EMPLOYEE
Hendersonville	Buy Down Plan	\$420.00	\$750.00	\$1,170.00
Hendersonville	Base Plan	\$748.56	\$600.00	\$1,348.56
Hamilton Co	OAP2	\$351.60	\$1,000.00	\$1,351.60
Williamson Co	Option 1 - Cty Govt	\$780.00	\$650.00	\$1,430.00
Wilson Co		\$480.00	\$1,000.00	\$1,480.00
City of Knoxville	Network S	\$1,089.92	\$500.00	\$1,589.92
City of Knoxville	Network P	\$1,114.36	\$500.00	\$1,614.36
City of Knoxville	Network S	\$689.26	\$1,000.00	\$1,689.26
City of Knoxville	Network P	\$698.62	\$1,000.00	\$1,698.62
City of Franklin	Option I	\$1,228.08	\$500.00	\$1,728.08
Montgomery County	Preferred Option 1	\$1,407.64	\$350.00	\$1,757.64
Murfreesboro	PPO	\$1,468.22	\$500.00	\$1,968.22
City of Memphis	Select	\$1,235.00	\$750.00	\$1,985.00
Hendersonville	Buy Up Plan	\$1,853.28	\$350.00	\$2,203.28

COMPARABLE	PLAN DESCRIPTION	ANNUAL PREMIUM	DEDUCTIBLE AMOUNT	EXPECTED ANNUAL RISK TO EMPLOYEE
Knox County	Option 1	\$442.00	\$2,000.00	\$2,442.00
Nashville	PPO	\$2,447.90	\$0.00	\$2,447.90
Knox County	Option 3	\$1,950.00	\$500.00	\$2,450.00
Knox County	Option 2	\$988.00	\$1,500.00	\$2,488.00
Rutherford	Co-pay - option 4	\$1,087.56	\$1,500.00	\$2,587.56
Montgomery County	Option 3 Bridge	\$643.76	\$2,000.00	\$2,643.76
Knox County	Option p	\$1,248.00	\$1,500.00	\$2,748.00
Robertson Co	Option 2	\$756.08	\$2,000.00	\$2,756.08
Rutherford	Co-pay - option 2	\$1,284.48	\$1,500.00	\$2,784.48
Montgomery County	Option 2	\$915.98	\$2,000.00	\$2,915.98
Robertson Co	Option 3	\$0.00	\$3,000.00	\$3,000.00
Nashville	HRA	\$2,591.94	\$450.00	\$3,041.94
Robertson Co	Option 5	\$1,114.10	\$2,000.00	\$3,114.10
Robertson Co	Option 6	\$412.88	\$3,000.00	\$3,412.88
Rutherford	HSA Plan	\$479.76	\$3,000.00	\$3,479.76
Rutherford	HSA Plan	\$599.52	\$3,000.00	\$3,599.52
City of Memphis	Choice	\$2,132.00	\$1,500.00	\$3,632.00
City of Franklin	HDHP	\$711.12	\$3,000.00	\$3,711.12
Rutherford	Local Plus	\$3,221.64	\$750.00	\$3,971.64
Murfreesboro	HRA	\$1,042.34	\$3,000.00	\$4,042.34
Rutherford	OAP	\$3,546.24	\$750.00	\$4,296.24

Table 6: Family Plan Comparable Review

COMPARABLE	PLAN DESCRIPTION	ANNUAL PREMIUM	DEDUCTIBLE AMOUNT	EXPECTED ANNUAL RISK TO EMPLOYEE
Hamilton Co	OAP2	\$1,053.60	\$2,000.00	\$3,053.60
Montgomery County	Preferred Option 1	\$3,304.08	\$875.00	\$4,179.08
City of Knoxville	Network S	\$3,415.10	\$1,000.00	\$4,415.10
City of Knoxville	Network P	\$3,511.30	\$1,000.00	\$4,511.30
City of Memphis	Select	\$3,705.00	\$1,500.00	\$5,205.00
Wilson Co		\$2,760.00	\$2,500.00	\$5,260.00
City of Knoxville	Network S	\$4,765.28	\$500.00	\$5,265.28
City of Knoxville	Network P	\$4,912.96	\$500.00	\$5,412.96
Murfreesboro	PPO	\$4,702.62	\$1,000.00	\$5,702.62
City of Franklin	Option I	\$4,946.88	\$1,000.00	\$5,946.88
Robertson Co	Option 3	\$0.00	\$6,000.00	\$6,000.00
Hendersonville	Buy Down Plan	\$4,713.48	\$1,500.00	\$6,213.48
Knox County	Option 1	\$2,262.00	\$4,000.00	\$6,262.00
Nashville	PPO	\$6,275.88	\$0.00	\$6,275.88

COMPARABLE	PLAN DESCRIPTION	ANNUAL PREMIUM	DEDUCTIBLE AMOUNT	EXPECTED ANNUAL RISK TO EMPLOYEE
Montgomery County	Option 3 Bridge	\$1,511.12	\$5,000.00	\$6,511.12
Robertson Co	Option 6	\$1,229.54	\$6,000.00	\$7,229.54
Montgomery County	Option 2	\$2,240.68	\$5,000.00	\$7,240.68
Williamson Co	Option 1 - Cty govt	\$5,795.04	\$1,625.00	\$7,420.04
Knox County	Option 2	\$4,628.00	\$3,000.00	\$7,628.00
Rutherford	HSA Plan	\$1,689.60	\$6,000.00	\$7,689.60
Nashville	HRA	\$6,791.98	\$900.00	\$7,691.98
Hendersonville	Base Plan	\$6,530.40	\$1,200.00	\$7,730.40
Rutherford	HSA Plan	\$2,037.00	\$6,000.00	\$8,037.00
Robertson Co	Option 2	\$4,329.52	\$4,000.00	\$8,329.52
Rutherford	Co-pay - option 5	\$5,438.64	\$3,000.00	\$8,438.64
Robertson Co	Option 5	\$4,713.80	\$4,000.00	\$8,713.80
City of Franklin	HDHP	\$2,855.52	\$6,000.00	\$8,855.52
Rutherford	Co-pay - option 3	\$6,009.60	\$3,000.00	\$9,009.60
Knox County	Option 3	\$8,060.00	\$1,000.00	\$9,060.00
Murfreesboro	HRA	\$3,335.02	\$6,000.00	\$9,335.02
City of Memphis	Choice	\$7,098.00	\$3,000.00	\$10,098.00
Knox County	Option p	\$5,772.00	\$4,500.00	\$10,272.00
Hendersonville	Buy Up Plan	\$10,021.80	\$700.00	\$10,721.80
Rutherford	OAP	\$9,713.88	\$1,500.00	\$11,213.88
Rutherford	Local Plus	\$10,527.00	\$1,500.00	\$12,027.00

Looking at deductible amount with premium cost, the County still has a single plan toward the upper third of the comparable market, whereas the family coverage holds stronger. A final look at the County in relation to out-of-pocket maximums, follows.

Maximum Employee Cost

The following tables shows employees that experience a major medical event that exceeds the deductible costs will have a lower financial risk on the County's Option 1 plan than other comparables when considering the maximum out-of-pocket expenses. This positions this specific health plan very competitively in the market.

Table 7: Single Plan Maximum Risk Comparative Review

COMPARABLE	PLAN DESCRIPTION	ANNUAL PREMIUM	OUT OF POCKET MAXIMUM AMOUNT	HIGHEST ANNUAL RISK TO EMPLOYEE
City of Franklin	Option I	\$1,228.08	\$1,500.00	\$2,728.08
Montgomery County	Preferred Option 1	\$1,407.64	\$1,350.00	\$2,757.64
Murfreesboro	PPO	\$1,468.22	\$1,500.00	\$2,968.22

COMPARABLE	PLAN DESCRIPTION	ANNUAL PREMIUM	OUT OF POCKET MAXIMUM AMOUNT	HIGHEST ANNUAL RISK TO EMPLOYEE
Wilson Co		\$480.00	\$2,500.00	\$2,980.00
City of Knoxville	Network S	\$689.26	\$2,500.00	\$3,189.26
City of Knoxville	Network P	\$698.62	\$2,500.00	\$3,198.62
Hendersonville	Base Plan	\$748.56	\$2,600.00	\$3,348.56
Hamilton Co	OAP2	\$351.60	\$3,000.00	\$3,351.60
Nashville	PPO	\$2,447.90	\$1,000.00	\$3,447.90
Hendersonville	Buy Up Plan	\$1,853.28	\$1,600.00	\$3,453.28
Williamson Co	Option 1 - Cty Govt	\$780.00	\$2,750.00	\$3,530.00
City of Knoxville	Network S	\$1,089.92	\$2,500.00	\$3,589.92
City of Knoxville	Network P	\$1,114.36	\$2,500.00	\$3,614.36
Hendersonville	Buy Down Plan	\$420.00	\$3,500.00	\$3,920.00
Knox County	Option 1	\$442.00	\$4,000.00	\$4,442.00
Knox County	Option 3	\$1,950.00	\$3,000.00	\$4,950.00
Knox County	Option 2	\$988.00	\$4,000.00	\$4,988.00
City of Memphis	Choice	\$2,132.00	\$3,000.00	\$5,132.00
Knox County	Option p	\$1,248.00	\$4,000.00	\$5,248.00
Rutherford	HSA Plan	\$479.76	\$5,000.00	\$5,479.76
Rutherford	HSA Plan	\$599.52	\$5,000.00	\$5,599.52
City of Franklin	HDHP	\$711.12	\$5,000.00	\$5,711.12
Montgomery County	Option 3 Bridge	\$643.76	\$5,250.00	\$5,893.76
Rutherford	Co-pay - option 4	\$1,087.56	\$5,000.00	\$6,087.56
Montgomery County	Option 2	\$915.98	\$5,250.00	\$6,165.98
Rutherford	Local Plus	\$3,221.64	\$3,000.00	\$6,221.64
City of Memphis	Select	\$1,235.00	\$5,000.00	\$6,235.00
Rutherford	Co-pay - option 2	\$1,284.48	\$5,000.00	\$6,284.48
Rutherford	OAP	\$3,546.24	\$3,000.00	\$6,546.24
Robertson Co	Option 3	\$0.00	\$7,000.00	\$7,000.00
Murfreesboro	HRA	\$1,042.34	\$6,000.00	\$7,042.34
Robertson Co	Option 6	\$412.88	\$7,000.00	\$7,412.88
Nashville	HRA	\$2,591.94	\$5,000.00	\$7,591.94
Robertson Co	Option 2	\$756.08	\$7,000.00	\$7,756.08
Robertson Co	Option 5	\$1,114.10	\$7,000.00	\$8,114.10

Table 8: Family Plan Maximum Risk Comparative Review

COMPARABLE	PLAN DESCRIPTION	ANNUAL PREMIUM	OUT OF POCKET MAXIMUM AMOUNT	HIGHEST ANNUAL RISK TO EMPLOYEE
City of Knoxville	Network S	\$3,415.10	\$2,500.00	\$5,915.10
Montgomery County	Preferred Option 1	\$3,304.08	\$2,700.00	\$6,004.08
City of Knoxville	Network P	\$3,511.30	\$2,500.00	\$6,011.30

COMPARABLE	PLAN DESCRIPTION	ANNUAL PREMIUM	OUT OF POCKET MAXIMUM AMOUNT	HIGHEST ANNUAL RISK TO EMPLOYEE
Hamilton Co	OAP2	\$1,053.60	\$6,000.00	\$7,053.60
City of Knoxville	Network S	\$4,765.28	\$2,500.00	\$7,265.28
City of Knoxville	Network P	\$4,912.96	\$2,500.00	\$7,412.96
Murfreesboro	PPO	\$4,702.62	\$3,000.00	\$7,702.62
City of Franklin	Option I	\$4,946.88	\$3,000.00	\$7,946.88
Nashville	PPO	\$6,275.88	\$2,000.00	\$8,275.88
Wilson Co		\$2,760.00	\$7,500.00	\$10,260.00
Knox County	Option 1	\$2,262.00	\$8,000.00	\$10,262.00
Williamson Co	Option 1 - Cty govt	\$5,795.04	\$5,500.00	\$11,295.04
Rutherford	HSA Plan	\$1,689.60	\$10,000.00	\$11,689.60
Hendersonville	Buy Down Plan	\$4,713.48	\$7,000.00	\$11,713.48
Hendersonville	Base Plan	\$6,530.40	\$5,200.00	\$11,730.40
Montgomery County	Option 3 Bridge	\$1,511.12	\$10,500.00	\$12,011.12
Rutherford	HSA Plan	\$2,037.00	\$10,000.00	\$12,037.00
Knox County	Option 2	\$4,628.00	\$8,000.00	\$12,628.00
Montgomery County	Option 2	\$2,240.68	\$10,500.00	\$12,740.68
City of Franklin	HDHP	\$2,855.52	\$10,000.00	\$12,855.52
City of Memphis	Choice	\$7,098.00	\$6,000.00	\$13,098.00
Hendersonville	Buy Up Plan	\$10,021.80	\$3,200.00	\$13,221.80
City of Memphis	Select	\$3,705.00	\$10,000.00	\$13,705.00
Knox County	Option p	\$5,772.00	\$8,000.00	\$13,772.00
Robertson Co	Option 3	\$0.00	\$14,000.00	\$14,000.00
Knox County	Option 3	\$8,060.00	\$6,000.00	\$14,060.00
Robertson Co	Option 6	\$1,229.54	\$14,000.00	\$15,229.54
Murfreesboro	HRA	\$3,335.02	\$12,000.00	\$15,335.02
Rutherford	Co-pay - option 5	\$5,438.64	\$10,000.00	\$15,438.64
Rutherford	OAP	\$9,713.88	\$6,000.00	\$15,713.88
Rutherford	Co-pay - option 3	\$6,009.60	\$10,000.00	\$16,009.60
Rutherford	Local Plus	\$10,527.00	\$6,000.00	\$16,527.00
Nashville	HRA	\$6,791.98	\$10,000.00	\$16,791.98
Robertson Co	Option 2	\$4,329.52	\$14,000.00	\$18,329.52
Robertson Co	Option 5	\$4,713.80	\$14,000.00	\$18,713.80

Overall, although premiums are primarily looked at first for comparative purposes, dollar amount is not the full picture, as the above tables show. The County indicated they felt their health plan is very competitive, and no concerns for the health benefit were articulated. Preferred Option I is the most advantageous for an employee; however, when considering the base wage to the other municipalities, most employees can't afford the employee contribution. Further, it incents employees for the Preferred Option I, rather than the less costly health options.

In order to incent employees to the less costly employer options, employees' wages need to increase, and incentives, such as Health Savings Accounts with employer contributions need to be considered.

Time-Off Benefits

Sick time, annual leave, and holidays were all reviewed in comparison to the external market.

Sick Time

The County accumulates sick time at the equivalent rate of one (1) day per month, or 12 days per year, with no maximum. This is a standard accrual in the public sector, including among comparable organizations. Only one (1) employer reported any type of payout provision, which was 25% of the accumulated bank, up to 240 hours. Because payout provisions do not appear to be prevalent in the comparable market, other than credit of sick hours to the state retirement system, there are no recommendations for sick time.

Annual Leave

The County's annual leave (vacation) schedule consists of four (4) levels of accrual that increase based upon years of service. Accruals range from the minimum of 12 days, up to a maximum accrual of 20 days of vacation after 15 years. Employees increase their accrual factor in 5-year increments. Organizations that max out between 15 and 20 years have their highest accruals set between 21 and 24 days. This means the County is not as competitive after the 15th year, because the County's current maximum is 20 days, where half the reporting comparables offer higher accruals.

The County should consider adding a new level of accrual so that at 20 years of service and beyond, employees can accumulate 25 days of vacation per year.

Holidays

The County observes 12 holidays per year. The comparable market that reported holiday data identified 10 to 12 holidays, with two comparables offering 13 days. There are no recommendations for holidays.

There are departments that work 24/7 or work a lot of weeknights and weekends. In some organizations, holiday pay is provided in two (2) lump sum payments. Thus, holidays from January 1 through June 30 are paid out in July; and holidays during July through December are paid at the end of the year. This method of holiday pay may want to be considered in some departments.

The County has a number of part-time positions. The County may want to provide holiday pay to part-time employees when the holiday falls on the day the employee was expected to work. For example, if scheduled to work on Monday, July 4th – holiday pay would be given to the part-time employees for the number of scheduled hours. This may be a benefit to assist in attracting and retaining part-time employees.

Retirement

The County participates in the Tennessee Consolidated Retirement System (TCRS), and offers a hybrid model, which is a blend of defined benefit and defined contribution opportunities for employees hired after 2014.

A defined benefit (DB) plan sets out the specific benefit that will be paid to a retiree. This calculation takes into account factors such as age, the number of years an employee has worked, and their highest salary years which then dictates the pension that will be paid on retirement. Under a DB plan, the employer is responsible for providing contributions to an employee's account in addition to the employee. In some cases, the employer may pay the employee portion. The advantage of a DB program for the employee is that they are guaranteed a particular income level at retirement. The downside for the employer is that they share in the risk if the employee's account underperforms. If this happens, the contributions increase to support funding.

A defined contribution (DC) plan (such as deferred compensation or 401K) is an accumulation of funds that makes up a person's retirement portfolio. A person contributes a portion of their salary, and these contributions are invested in a fund in order to provide retirement benefits. From the employer's perspective, the County calculates their contributions' percentage each year. From an employee's perspective, however, there is some uncertainty. They do not know for sure what their retirement income will be once they retire, because it will depend on how their investments have performed, and the employee assumes that risk.

The State of Tennessee does not mandate public sector participation in the TCRS, so there is variation in the retirement benefit among the comparables, and an analysis of the different plans is not useful because of the variation in the plan design. What is important is that some comparables are not requiring employee contribution, whereas the County does, at 5%. What is often forgotten is that this deduction is given back to the employee in the form of their pension, or in the form of refund/rollover if they are not vested when they separate employment. The County should be cognizant that employee wages decrease by 5% when compared to those employers that pay the contribution on behalf of the employee. With the County establishing an over market compensation philosophy, this concern is diminished.

Tuition Reimbursement Programs

The County expressed interest in understanding the current market for tuition programs. The County has a tuition reimbursement program in policy but is not currently in use. Comparable organizations that reported a tuition program, provided annual amounts of \$3,000 to \$5,250 per calendar year, with reimbursement percentages based upon the grades obtained. The County is recommended to stay at \$5,250 or less to align with IRS guidelines to keep the program as a tax-free fringe benefit.

Tuition incentives have been a part of the public safety field. Police officers/Sheriff Deputies are provided extra pay for achievement of a bachelor's or master's degree. This is slowly fading, as base salaries for police/sheriff deputies have continued to rise due to limited candidate pool. The Consultants do not recommend the development of an educational stipend/extra pay for achievement of a higher degree. Rather, provide tuition reimbursement for achievement of a higher degree to be used for career advancement through the ranks.

Shift Differential

Several departments – Corrections, Parks and the Sheriff's office - are required to work non-traditional workdays - primarily evenings and weekends. In some departments, this resulted in two (2) pay grades for positions performing the same duties but scheduled on evenings/weekends. The Consultants recommend the same pay grade – where work is the same – but provide a shift differential.

Shift differentials should be examined for a one (1) year period. Consideration of maintaining the shift differential should be the ability to attract and retain employees during these non-traditional work hours.

Stipends/Master Patrol Deputy

Recommendations in the Sheriff's Department is a rank of Master Patrol Officer. No one has been placed at this level in the recommended employee placement. The Sheriff's Department needs to establish the types of activities that warrant an upgrade to this rank. The K-9 officer is one consideration at this rank. The Consultants met with the Sheriff and suggested a number of activities that may warrant duties commensurate with the rank of Master Sheriff. Once these have been codified, a time period should be established for current employees to either demonstrate their proficiency in the area, and/or, work with their Sergeant to develop career development strategies. Once the criteria have been met, the patrol deputy is moved to the master deputy level.

There are job responsibilities that do not necessarily fit into the master deputy level, such as special teams and/or task forces. Providing a stipend for participation in these special teams should be considered if the employee has higher expectations of training and/or participation at events. If the

employee receives compensation or overtime for participation in the team/task force, then additional compensation should not be a consideration.

Other Opportunities

The County has other opportunities available to enhance the total rewards for their employees, including:

- Service Award programs
- Peer Recognition program
- Appreciation events
- Introducing a formal telework policy or flexible work schedule
- Introducing a formal compressed work week or job-sharing opportunities
- College loan repayment program

Although there may be other opportunities for the County to consider, these topics most commonly presented themselves between discussions with the Consultants and management personnel.

Appendix A: Recommended 2022 Salary Schedule

To be distributed separately

CONFIDENTIAL

Appendix B: Recommended EMS Schedule

To be distributed separately

CONFIDENTIAL

Appendix C: Definitions

The following are definitions that helped guide the development of the compensation system for the County.

Benchmark Position: A job that is commonly found and defined, used to make pay comparisons, either within the organization or to comparable jobs outside the organization.

Classifications: Job titles.

Compensation System: A system developed to compensate employees. This system includes a balance between internal equity and external competitiveness.

Compensation Data: Data derived from information regarding the salary range and the rate of pay of the incumbent(s) holding a benchmark position of the identified labor market.

Comp Ratio: The ratio of an actual pay range to the established position point (or average market rate). The comp ratio is used to measure and monitor an individual's actual rate of pay to the Position Point of the established pay range.

Compression: Pay differentials too small to be considered equitable. The term may apply to differences between (1) the pay of supervisors and subordinates; (2) the pay of experienced and newly hired personnel of the same job; and (3) pay range midpoints in successive job grades or related grades across pay structures.

CPI-U: Consumer Price Index – Urban: A measure of the average change over time in the prices paid by urban consumers for a market of consumer goods and services. It reflects the spending pattern for three population groups: all urban consumers, urban wage earners, and clerical workers. This group represents approximately 87% of the total U.S. population.

Demotion: The (re)assignment of an employee to a position in a lower pay grade or range in the organization's salary structure.

Labor Market: A location where labor is exchanged for wages. These locations are identified and defined by a combination of the following factors: geography; industry; education, experience and licensing or certification required; and job responsibilities.

Market Data: The technique of creating the financial value of a position based on the "going rate" for benchmark positions in the relevant labor markets.

Minimum Salary Range (Minimum): The minimum amount of compensation the organization has deemed appropriate for a position.

Maximum Salary Range (Maximum): The highest amount of compensation the organization has deemed appropriate for a position.

Market Average: Employee pay based upon the "average" market rate; or the "average" prevailing wage rate in the external market.

Market Rate (Market/Position Point): The organization's best estimate of the wage rate that is prevailing in the external market for a given position.

Market Average Range: A pay range in which the minimum and maximum of the range is established around the average market rate.

Pay Grade: The grade, or placement of a position, within the salary structure.

Pay Grade Evaluation: The (re)assignment of a job to a higher or lower pay grade or pay range in the salary structure due to a job content (re)evaluation and/or significant change in the average market rate in the external labor market.

Performance Increase: An adjustment to an individual's base pay rate based on performance or some other individual measure.

Promotion: The (re)assignment of an employee to a position in a higher pay grade or range in the organization's salary structure.

Red Circle: The freezing of a rate of pay until such time that the salary schedule catches up to the pay rate. This is commonly used when implementing a new pay schedule when a tenured employee is above the range maximum or when an employee is placed on a lower pay grade that is not related to performance issues.

Salary Schedule Adjustment: An adjustment to the salary structure; the increase or decrease of a pay range, minimum – maximum. This is a method to maintain the salary range in relation to external market conditions.

Salary Schedule: The hierarchy of job grades and pay ranges established within an organization.

Spread: The range of pay rates, from minimum to maximum.

COUNTY COMMISSION MINUTES FOR

OCTOBER 10, 2022

SUBMITTED FOR APPROVAL NOVEMBER 14, 2022

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, October 10, 2022, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Smith, Chief Deputy Sheriff, Tim Harvey, County Attorney, and the following Commissioners:

Joshua Beal	David Harper	David Shelton
Nathan Burkholder	Jason Knight	Autumn Simmons
Carmelle Chandler	Michael Lankford	Joe Smith
Joe Creek	Rashidah Leverett	Tangi Smith
Billy Frye	Jorge Padro	Jeremiah Walker
Ryan Gallant	Lisa Prichard	Walker Woodruff
John Gannon	Rickey Ray	

PRESENT: 20

ABSENT: Chris Rasnic (1)

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

The following Zoning Resolutions Failed:

- CZ-19-2022** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of H & H Sheet Metal Fabricators, Inc.
- CZ-21-2022** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Benton Walker

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

- 22-10-1** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2022-23 CMCSS School Budget
- 22-10-2** Resolution to Adopt the 2023 Legislative Agenda as Presented by the Legislative Liaison Committee
- 22-10-3** Resolution to Charge Off Debts in the Montgomery County Clerk's Office
- 22-10-5** Resolution to Authorize Execution of an Interlocal Agreement Between Montgomery County and the Montgomery County Highway Department for the Performance of Road Work
- 22-10-6** Resolution to Approve Proposal for Acceptance with the Tennessee Department of Transportation of State Project Number 63374-2216-14
- 22-10-7** Resolution Amending the Budget of the Montgomery County Chancery Court for the Addition of One Deputy Clerk I Position
- 22-10-8** Resolution Amending the Budget of the Montgomery County Highway Department for the Addition of Two New Team Leader Positions
- 22-10-10** Resolution to Amend Resolution 22-3-6 Adding an Additional Amount Not to Exceed Two Hundred Twenty Thousand Dollars (\$220,000) for a Salt Shed to be Built at the CMCSS Kirkwood School Complex
- Commission Minutes dated September 12, 2022
 - County Clerk's Report and Notary List
 - Nominating Committee Nomination
 - County Mayor Nominations
 - County Mayor Appointments

The following Resolutions were Adopted:

- 22-10-4** Resolution to Accept Wade Bourne Nature Center Foundation Grant in the Amount of \$50,000 to Build a Native Aquarium in the Wade Bourne Nature Center in Rotary Park (*removed from Consent Agenda*)

- 22-10-9** Resolution of the County Commission of Montgomery County, Tennessee
Approving an Economic Impact Plan for the Turnbridge/River District
Development Area
- 22-10-11** Resolution to Approve Settlement of Litigation

Reports Filed:

1. Building & Codes Monthly Reports
2. Accounts & Budgets Monthly Reports
3. Trustee's Monthly Reports

The Board was adjourned at 6:23 P.M.

Submitted by:



Teresa Cottrell
County Clerk



**County Clerk's Report
November 14, 2022**

Comes Teresa Cottrell, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of October 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 are approved as taken.

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

This the 14th day of November 2022.


County Clerk



OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Kathleen N. Lucas	Deputy County Clerk	09/26/2022
Kristen A. Woodall	Deputy County Clerk	09/26/2022
Laura Barton	Deputy Assessor of Property	10/06/2022
Michael P. McAdaragh II	Deputy Assessor of Property	10/06/2022
Braden Wood	Deputy Assessor of Property	10/06/2022
Jon Mark Seat	Deputy Assessor of Property	10/20/2022
Joseph Wallace	Deputy Assessor of Property	10/20/2022
Yolonda Williams	Deputy Trustee Clerk	10/27/2022

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

Notaries to be elected November 14, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. KIM ALLEN	2088 MEMORIAL DR CLARKSVILLE TN 37043 931 551 3922	201 BRITTON SPRINGS RD CLARKSVILLE TN 37042 931 647 3814
2. ELIZABETH C ASHBURN	218 CRUSAW DR CLARKSVILLE TN 37043 574-807-1767	500 INTERSTATE BLVD S STE 400 NASHVILLE TN 37201 6157508800
3. PAIGE H BARBEAULD	874 IRON WOOD CIR CLARKSVILLE TN 37043 615 268 9187	621 GRACEY AVE CLARKSVILLE TN 37040 931-920-7824
4. KAYLA T BLACKMON	4392 TAYLOR HALL LANE ADAMS TN 37010 205-535-2081	310 GREAT CIRCLE RD NASHVILLE TN 37243 6152536071
5. TREY BOWEN	964 NECTOR CT ADAMS TN 37010 901-483-9814	2017 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 538 3501
6. BRITTNEY MARIE BRAZILE	3422 CHANEY LANE CLARKSVILLE TN 37042 931-449-1024	1960 MADISON ST STE J CLARKSVILLE TN 37043
7. CINDY A BROWNING	2200 DOTSONVILLE RD CLARKSVILLE TN 37042 931-647-8840	
8. MARY D CHEEKS	316 BURCH RD CLARKSVILLE TN 37042 931-216-0084	
9. BREANNA COLLINS	727 SPEES DR CLARKSVILLE TN 37042 254-768-3111	1835 MADISON ST STE D CLARKSVILLE TN 37043 9315522476
10. BETHANY E DANIEL	639 MILES CT CLARKSVILLE TN 37042 931 802 4729	199 10TH STREET CLARKSVILLE TN 37040 931 645 7464
11. BRANDON DI PAOLO HARRISON	763 LEIGH ANN DR CLARKSVILLE TN 37044 615 306 5002	601 COLLEGE ST CLARKSVILLE TN 37044 931 221 7075
12. KELINDA FAMBRO	1501 W KNOLLWOOD CIRCLE #D CLARKSVILLE TN 37043 806 438 3543	

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

Notaries to be elected November 14, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. ANDREA E FINCH	703 RUSHVILLE DR CLARKSVILLE TN 37042 931 302 9094	856 NORTH CAROLINA AVE FORT CAMPBELL KY 42223 270 798 9647
14. PATRICIA ANN FORBES	324 COTTONWOOD CT CLARKSVILLE TN 37040 208.972.6464	1960 MADISON ST STE J CLARKSVILLE TN 37043 931.905.1997
15. JOHN M GANNON	586 BRISTOL COURT CLARKSVILLE TN 37043 931-552-4691	212 MADISON ST CLARKSVILLE TN 37040 931 552 0110
16. CATHERINE F GARCIA	495 RINGGOLD RD CLARKSVILLE TN 37042 209-402-3197	
17. RICKY ALAN GREGORY	4201 GUTHRIE HWY CLARKSVILLE TN 37040 931 648 4512	
18. CHRISTIAN HEINBOCKEL	1731 BROADRIPPLE CLARKSVILLE TN 37042 407 252 0472	310 N FIRST ST CLARKSVILLE TN 37040
19. COLE HENDRICKS	209 CRANKLEN CIR APT G CLARKSVILLE TN 37042 270.559.2981	209 CLAIRE AVE OAK GROVE KY 42262 270.640.8188
20. DONNA HERRELL	2102 CENTER PONT RD CUMBERLAND FURNACE TN 37051 615 584 3263	270 439 1895
21. ROBERT L HUNTER	915 POPPY DRIVE CLARKSVILLE TN 37042 931 906 5041	
22. RITA G JOHNSON	1225 MT HERMAN ROAD SOUTHSIDE TN 37171 931-206-6881	1769 MADISON ST SUITE 103 CLARKSVILLE TN 37043 931-648-1415
23. RAY JOHNSON JR	1511 STROUDSVILLE RD ADAMS TN 37010 931-237-7081	1430 MADISON ST CLARKSVILLE TN 37043 9319201519
24. BAILEE KAY JONES	346 IDAHO SPRINGS RD CLARKSVILLE TN 37043 931-217-4244	2100 TRENTON RD CLARKSVILLE TN 37040 615-385-6866

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Notaries to be elected November 14, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. AUGUST KIRBY	175 SAMBAR DRIVE CLARKSVILLE TN 37040 615-594-9596	128 B SECIBD ST STE 202 CLARKSVILLE TN 37040 9316140333
26. MICHELLE A KOWAL	113 MORNINGSIDE DR CLARKSVILLE TN 37042 931 980 0619	200 COMMERCE ST SUITE A CLARKSVILLE TN 37040 931 648 5574
27. KANDACE LA COUR	3315 LYLEWOOD RD WOODLAWN TN 37191 865-227-8578	2510 LYLEWOOD RD WOODLAWN TN 37191 93192040000
28. JENNIFER MATTS	135 WESTFIELD CT APT 601 CLARKSVILLE TN 37040 931-302-4964	2279 RALEIGH CT CLARKSVILLE TN 37043 931-647-6516
29. PAMELA P. MCBRIDE	205 BRITTON SPRINGS RD CLARKSVILLE TN 37042 9310801 3736	201 BRITTON SPRINGS RD CLARKSVILLE TN 37042 931 647 3814
30. JESSICA L MILLER	624 R S BRADLEY CLARKSVILLE TN 37042 615-2436-3099	
31. JULIE MYERS	1689 PUTNAM DRIVE CLARKSVILLE TN 37040 931-896-3644	3379 HIGHWAY 41A S CLARKSVILLE TN 37043 9313582223
32. JILLIAN H NEVES	29 MILLSWOOD DR CLARKSVILLE TN 37040 931-218-5188	29 MILLSWOOD DR CLARKSVILLE TN 37040 9312185188
33. E. G. PATTERSON	310 WELCHWOOD DR. CLARKSVILLE TN 37040 931 220 1968	310 WELCHWOOD DR. CLARKSVILLE TN 37040 931-624-7699
34. LAURA PERRAS	605 DOVER RD APT B CLARKSVILLE TN 37042 931-431-6800	2050 LOWES DR CLARKSVILLE TN 37040 9314316800
35. ROBERTA SHAW	296 EARL SLATE RD CLARKSVILLE TN 37043 931 266 9083	PO BOX 520 LEBANON TN 37087
36. ALLYCIA SHEAHAN	299 RALEIGH DR APT F3 CLARKSVILLE TN 37040 910 779 9626	2050 LOWES DR CLARKSVILLE TN 37040 931 431 6800
37. VICTORIA SIMPSON	1505 AUTUMN DR CLARKSVILLE TN 37042 931-249-3775	601 COLLEGE ST CLARKSVILLE TN 37044 9312216295

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Notaries to be elected November 14, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. DEBRA J SINK	1200 MCCLARDY RD CLARKSVILLE TN 37042 931-552-6748	310 N FIRST ST. CLARKSVILLE TN 37042 931-572-1209
39. AMY RAE SOLEM	614 BAY LN CLARKSVILLE TN 37042 320.403.3687	
40. NICOLE EVANS SPENCE	311 PETERSON LANE CLARKSVILLE TN 37040 904-228-2067	2701 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040
41. DANIELLE TERRELL	160 HOLLAND DRIVE CLARKSVILLE TN 37043 720 391 7779	PO BOX 31171 CLARKSVILLE TN 37040 248 990 6964
42. KIM S THOMAS	421 SIERRA CT CLARKSVILLE TN 37040 706-392-7793	101 N THIRD ST CLARKSVILLE TN 37040 9316475242
43. CECILEE A TINAJERO	1500 MT HERMAN RD SOUTHSIDE TN 37171 731-446-5051	101 N 3RD ST CLARKSVILLE TN 37040 9316475242
44. JASMINE WALKER	2142 TROPHY TRACE CLARKSVILLE TN 37040 615-579-0845	
45. DIANE R WELKER	299 SHADYSIDE LN CLARKSVILLE TN 37043 931-216 4675	
46. JANICE M WEYANT	104 ALLENWOOD DR CLARKSVILLE TN 37043 931-553-9688	1880 ASHLAND CITY RD CLARKSVILLE TN 37043 9316451285
47. ALICIA M WHITEHEAD	519 LATHAM CT CLARKRANGE TN 38553 615-584-8105	
48. TAMARA L WHITESIDE	565 BRIARWOOD DR CLARKSVILLE TN 37040 931 561 1217	1237 ROSSVIEW RD CLARKSVILLE TN 37043 931 553 2070
49. M. WILCHER	116 SUSAN ST CLARKSVILLE TN 37042 931 206 3035	

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Notaries to be elected November 14, 2022

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
50. BRENDA L WILKINSON	339 HAMPSHIRE DRIVE CLARKSVILLE TN 37043 931 648 4031	783 OLD HICKORY BLVD SUITE 105 BRENTWOOD TN 37027 615 377 6099
51. CHRISTOPHER JAY WILLIAMS	1768 AUBURN DR CLARKSVILLE TN 37043 931-216-8364	100 S SPRING ST CLARKSVILLE TN 37040 9316457426

COUNTY MAYOR NOMINATIONS

November 14, 2022

VETERANS SERVICE ORGANIZATION

Commissioner Jeremiah Walker nominated to fill the unexpired term of Commissioner Walker Woodruff, due to his resignation, with term to expire November 2023.

Jorge Padro has been filling the unexpired term of Commissioner Lewis and is eligible for nomination for a four-year term to expire November 2026.

COURTS CENTER COMMITTEE

Commissioner Autumn Simmons nominated to replace Commissioner Walker Woodruff, whose term has expired, for a three-year term to expire November 2025.

COUNTY MAYOR APPOINTMENTS

November 14, 2022

SENIOR CITIZEN BOARD OF DIRECTORS

Sara Golden nominated to fill the unexpired term of Charles Wilkins, due to his resignation, with term to expire April 2024.

SMR MUNICIPAL SOLID WASTE REGION BOARD

Commissioner Nathan Burkholder appointed to replace Commissioner Chris Rasnic for a six-year term to expire November 2028.

3RD QUARTER

MONTGOMERY COUNTY

2022 COUNTY ROAD LIST

ZONE 1

JULY 1, 2022 THRU SEPTEMBER 30, 2022

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
ERNEST STEWART DRIVE	HOT MIX	.25	10/31/2022	OVERLAY WITH HOT MIX.
JOEY DRIVE	HOT MIX	.21	10/31/2022	OVERLAY WITH HOT MIX.
OGBURN CHAPEL ROAD	HOT MIX	2.20	10/31/2022	OVERLAY WITH HOT MIX.
YORK MEADOWS ROAD	HOT MIX	.31	10/31/2022	OVERLAY WITH HOT MIX

MONTGOMERY COUNTY

2022 COUNTY ROAD LIST

ZONE 4

JULY 1, 2022 THRU SEPTEMBER 1, 2022

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
ALBRIGHT RD	HOT MIX	2.50	10/31/22	OVERLAY 2 MI. WITH HOT MIX.
JOHNSON RD	HOT MIX	2.00	10/31/22	OVERLAY WITH HOT MIX.


RESPECTFULLY SUBMITTED,



JEFF BRYANT, HIGHWAY SUPERVISOR



ED GROVES, COMMISSIONER



ORVILLE LEWIS, COMMISSIONER

10-31-22

DATE



Montgomery County Government
Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Wes Golden, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: November 1, 2022
SUBJ: October 2022 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in October 2022 is as follows: City 144 and County 31 for a total of 175.

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

The total taxes received for October 2022 was \$87,500.00

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

Total Adequate Facilities Tax Revenue for October 2022 was \$87,500.00

FISCAL YEAR 2022/2023 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City: 1304
	County: 209
	Total: 1513
TOTAL REFUNDS:	\$1,000.00
TOTAL TAXES RECEIVED:	\$809,500.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	27	27
SINGLE-FAMILY DWELLINGS:	205	131	366
MULTI-FAMILY DWELLINGS (133 Receipts):	953	31	984
CONDOMINIUMS: (44 Receipts)	44	0	44
TOWNHOUSES:	92	0	92
EXEMPTIONS: (3 Receipts)	1	2	3
REFUNDS ISSUED: (1 Receipt)	(0)	(1)	(1)

RS/bf

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




Montgomery County Government
Building and Codes Department
350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Wes Golden, County Mayor
FROM: Rod Streeter, Building Commissioner 
DATE: November 1, 2022
SUBJ: October 2022 PERMIT REVENUE REPORT

The number of permits issued in October 2022 is as follows: Building Permits 88, Grading Permits 0, Mechanical Permits 41, and Plumbing Permits 28 for a total of 157 permits.

The total cost of construction was \$12,498,173.00. The revenue is as follows: Building Permits \$761,332.45, Grading Permits \$0.00, Plumbing Permits \$2,800.00, Mechanical Permits: \$5,850.00 Plans Review \$29,343.50, BZA \$250.00, Re-Inspections \$650.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in October 2022 was \$802,299.70.

FISCAL YEAR 2022/2023 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	126
COST OF CONSTRUCTION:	\$203,238,106.00
NUMBER OF BUILDING PERMITS:	426
NUMBER OF PLUMBING PERMITS:	114
NUMBER OF MECHANICAL PERMITS:	241
NUMBER OF GRADING PERMITS:	1
BUILDING PERMITS REVENUE:	\$1,251,885.90
PLUMBING PERMIT REVENUE:	\$14,100.00
MECHANICAL PERMIT REVENUE:	\$24,450.00
GRADING PERMIT REVENUE:	\$785.00
RENEWAL FEES:	\$500.00
PLANS REVIEW FEES:	\$139,523.75
BZA FEES:	\$1,250.00
RE-INSPECTION FEES:	\$2,250.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$0.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$1058.75
SWBA	\$0.00
TOTAL REVENUE:	\$1,436,318.40

RS/bf

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

MONTGOMERY COUNTY DRIVER SAFETY PROGRAM
QUARTERLY REPORT: REVENUE AND ATTENDEES
JULY - SEPTEMBER 2022

***ADULT DRIVER IMPROVEMENT PROGRAM -WEBEX**

<u>Rev Rec:</u> July 2022.....\$1,923.75	<u>Attendees:</u> July 2022.....27
August 2022.....\$2,180.25	August 2022.....27
September 2022..\$2,180.25	September 2022....35
Total.....\$6,284.25	Total.....89

***ADIP BOOK FEES**

Rev Rec:July 2022.....\$ 99.75

August 2022.....\$113.05

September 2022....\$ 113.05

Total.....\$ 325.85

***TEEN DRIVER AWARENESS**

<u>Rev Rec:</u> July 2022.....\$ 304.00	<u>Attendees:</u> July 2022.....0
August 2022.....\$ 360.00	August 2022.....20
September 2022..\$ 600.00	September 2022.....0
Total.....\$1,264.00	Total.....20

***REALITY**

<u>Rev Rec</u> :July 2022.....\$	0.00	<u>Attendees</u> :July 2022.....0
August 2022.....\$	90.00	August 2022.....0
September 2022...\$	180.00	September 2022...9
Total.....\$	270.00	Total.....9





Clarksville Regional Airport

Montgomery County, Tennessee

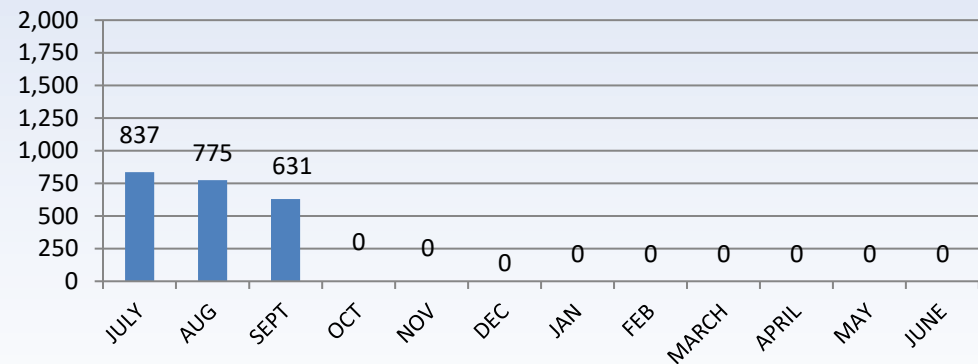
Connecting People

Airport Quarterly Report 1st Quarter FY 2023

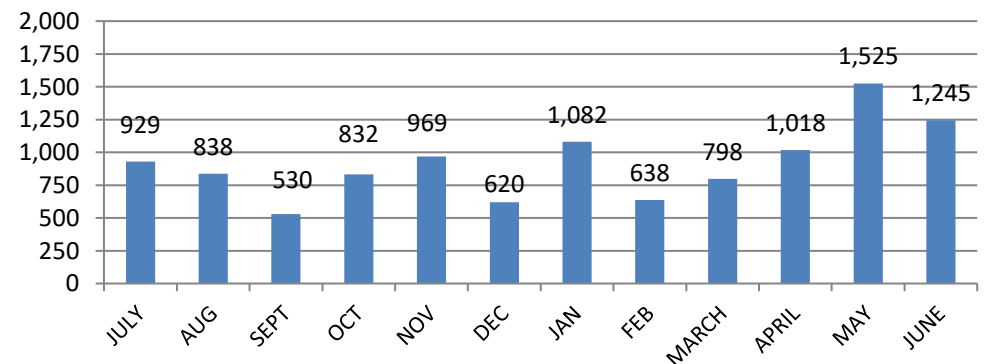
Quarter: 41 % 
YTD: 41 % 

	Jet	Military	Piston	TOTAL
JULY	60	32	745	837
AUG	34	2	739	775
SEPT	33	0	598	631
OCT				0
NOV				0
DEC				0
JAN				0
FEB				0
MARCH				0
APRIL				0
MAY				0
JUNE				0
Total	127	34	2,082	2,243

Total Aircraft FY 23



Total Aircraft FY 22



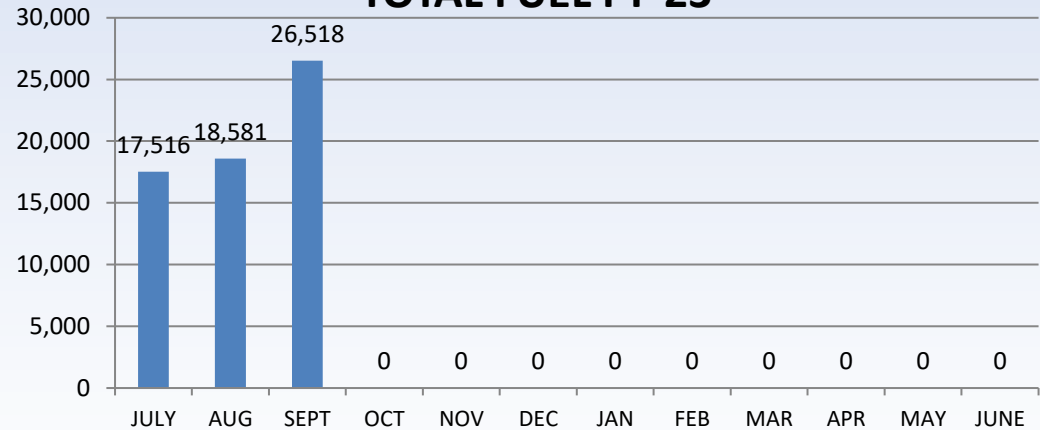
Operating Report (Fuel Sales)

Quarter: -3% ↓

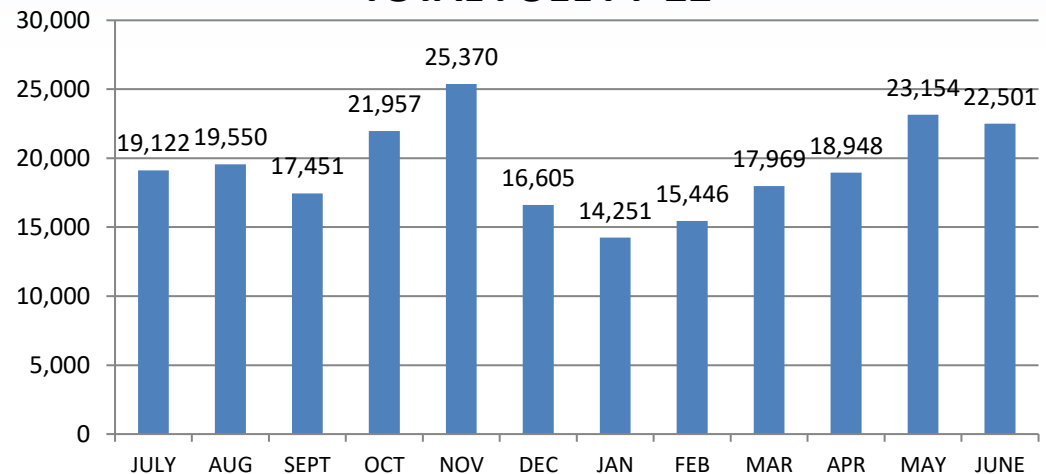
YTD: -3% ↓

MONTH	JET A	AVGAS	TOTAL
JULY	11,579	5,937	17,516
AUG	10,890	7,691	18,581
SEPT	17,141	9,377	26,518
OCT			0
NOV			0
DEC			0
JAN			0
FEB			0
MAR			0
APR			0
MAY			0
JUNE			0
Total	39,610	23,005	62,615

TOTAL FUEL FY-23



TOTAL FUEL FY-22



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

Total Gallons by Fiscal Year


F/Y 05-06	130,753
F/Y 06-07	132,757
F/Y 07-08	82,344
F/Y 08-09	97,290
F/Y 09-10	76,334
F/Y 10-11	105,527
F/Y 11-12	191,284
F/Y 12-13	135,448
F/Y 13-14	105,439
F/Y 14-15	99,298
F/Y 15-16	100,303
F/Y 16-17	105,114
F/Y 17-18	137,545
F/Y 18-19	131,291
F/Y 19-20	116,526
F/Y 20-21	177,703
F/Y 21-22	232,324


Airport Demand

- Hangar Waiting List (Future Demand)
 - Private / 103 (+13)
 - Corporate / 2 (+1)
 - Total Aircraft /105 (+14)



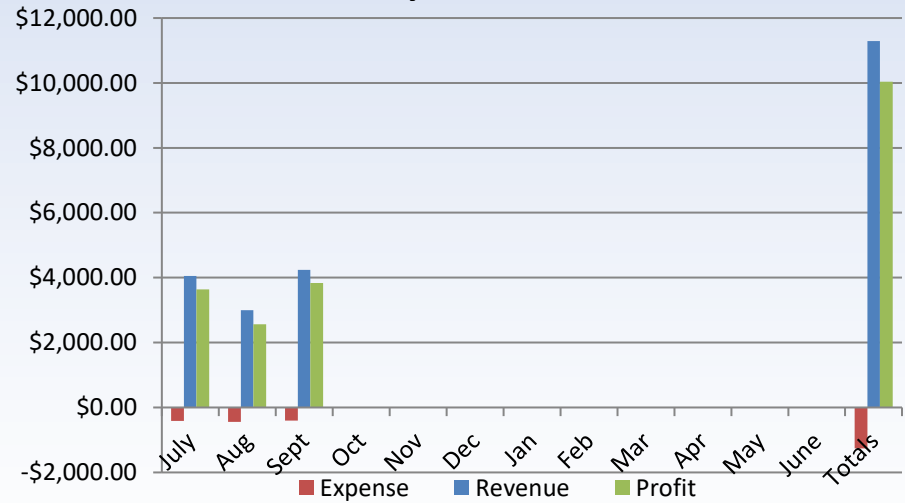
Facility Revenue Report

Quarter: 123 % 

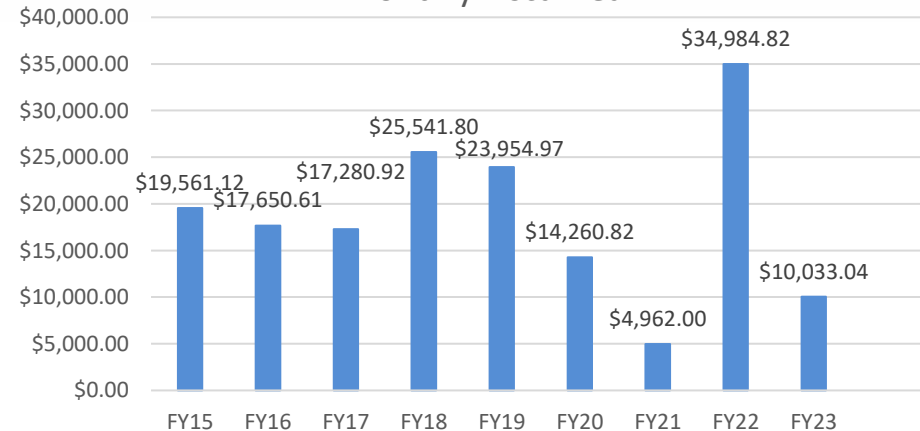
YTD: 123 % 

Month	Revenue	Expense	Profit
July	\$4,050	-\$412.46	\$3,637.54
August	\$3,000	-\$439	\$2,561
Sept	\$4,240	-\$405.50	\$3,834.50
Oct			
Nov			
Dec			
January			
Feb			
March			
April			
May			
June			
Totals	\$11,290	-\$1,256.96	\$10,033.04

Profit By Month FY 2023



Profit By Fiscal Year



- Hangar Development Project
 - Corp/Maintenance Hangar Erection 80%
 - T Hangars – Site work 35%, 2 of 3 buildings delivered
 - Watching Concrete Availability
- 5/23 Displaced Thresholds Relocation
 - Project stopped.
 - Funds allocated to future runway closure.
- ALP (Airport Layout Plan)
 - 60% Progress
- Surface Failure Repair RWY 35
 - Design Phase – 100%
 - TAC Meeting 10-27-2022 funding Bid Phase
- South Corporate Apron
 - Design 60%
 - Core samples complete
 - State assistance requested for fencing
 - Project will be bid with Add Alternate
 - Work projected to commence no later than June 2023

New Business

- Terminal Paint – 100%
 - 32,971.09
- Bush Hogg
 - 22,000.00
 - 15,000 Maintenance Grant
 - 7,000 Airport

Old Business

- FY2022 Audit
 - Field Work Complete
 - New Gatsby Rule
 - Proposed presentation January 2023
- City of Clarksville Safety Complex
 - Transfer to City of Clarksville

- NPIAS Classification (National Plan of Integrated Airport Systems)
 - Upgrade from “Local” to “Regional” 10-31-2022

Tennessee

City	Airport	LocID	Owner-ship	Svc Lvl (FY23)	Hub (FY23)	Current Role (FY23)	Previous Role (FY21)	Status
Clarksville	Outlaw Field	CKV	PU	GA		Regional	Local	Upgrade

Thank you for your continued support!





Capital Projects – November 2022 – Construction Update Report

Capital Projects November 2022 Quarterly Construction Update Report

Report Provided By: Nick Powell, Chief County Engineer



Capital Projects – November 2022 – Construction Update Report

Courts Center Annex

Architect/Designer: Montgomery County Engineering
General Contractor: TBD
Project Status: Design Development
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 30,000 (Design)
Current Contract Amount: \$ 9,850 (Mechanical Design), \$ XXX (Electrical Design)
Percentage Complete: 20% Design
Comments:

- MCG Engineering has completed schematic designs for the renovation of the existing building for the proposed relocations of Adult Probation, Veterans Treatment, and Driver's Safety Departments. Design Development Plans are underway.
- Pursuing an Electrical engineer to get them to the site to evaluate and provide a proposal.
- The current building occupant is working to construct a new office. They are hoping to break ground this month, and construction will continue through the middle of next year. MCG Engineering plan to be ready for a bidding phase of the renovation of this facility by the middle of next year, and will be requesting the construction budget in the upcoming budget cycle.



Capital Projects – November 2022 – Construction Update Report

Courts Center Renovation – Phase 3

Architect/Designer: Rufus Johnson & Associates

General Contractor: TBD

Project Status: Design Development

Contract Date: TBD

Contract Completion Date: TBD

Budget: \$ 410,000 (Design)

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

Percentage Complete: 50% Design

Comments:

- After the completion of a 15-year growth plan study, efforts have been moving forward with design plans to build out the remaining 2 courtrooms within this facility. (3) Departments are scheduled to be relocated to the newly purchased (but not completed) Courts Center Annex Building.
- Construction within this facility will be contingent on when the departments can be relocated to the Courts Center Annex building. Staff currently work within the space of one of the new courtrooms.
- Design plans are awaiting County review to move forward. Construction is estimated to start sometime between early to mid-2024 pending funding approval ahead of that schedule.

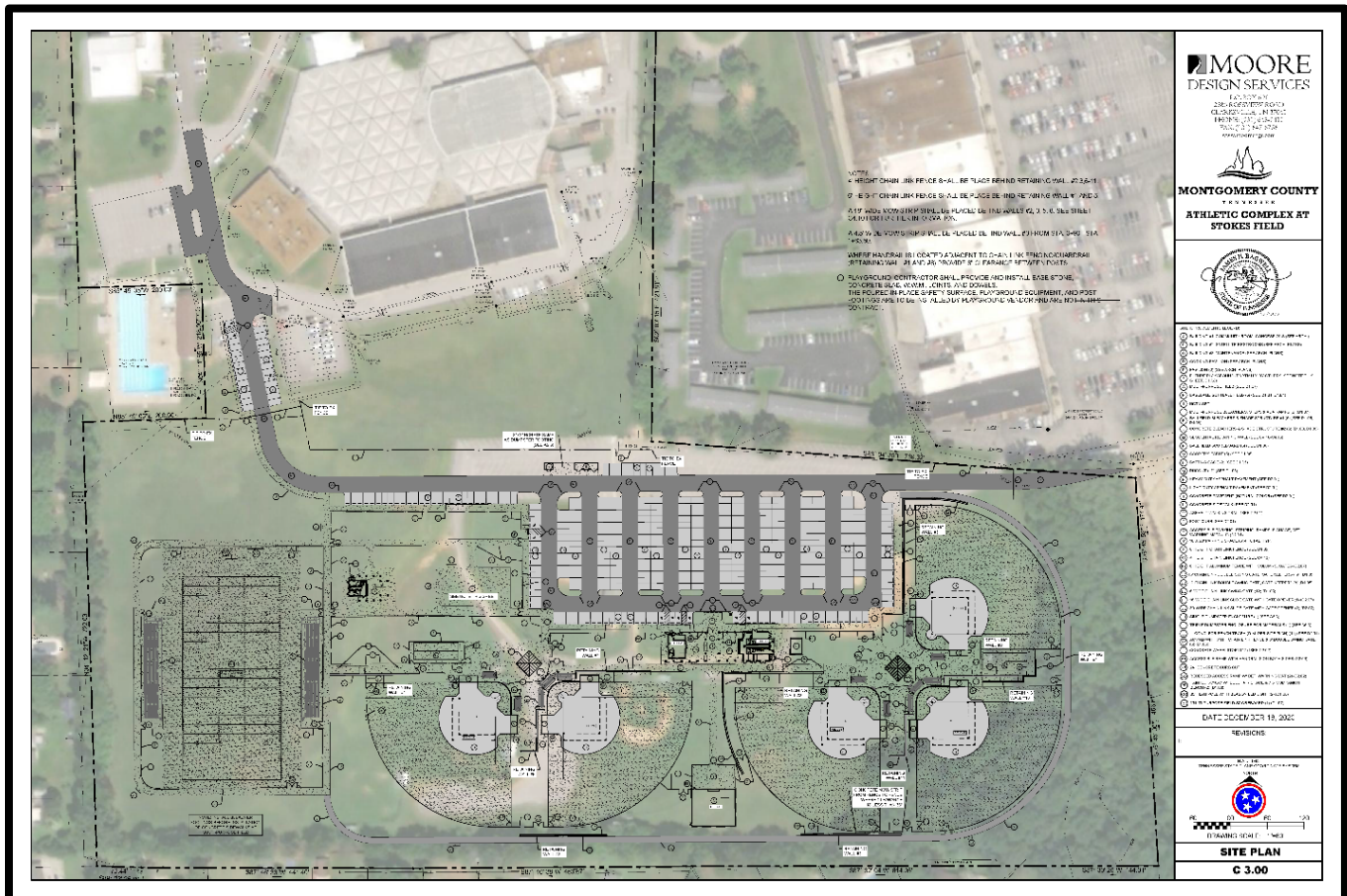


Capital Projects – November 2022 – Construction Update Report

Stokes Field

Architect/Designer: Moore Design Services
General Contractor: TBD
Project Status: Re-Design
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 600,000 (Design), \$8,000,000 (Construction)
Current Contract Amount: \$ 511,800 (Design), \$ 33,245 (Survey), \$ 8,225 (Geotech)
Percentage Complete: 99% Designed, but this will now require redesign efforts
Comments:

- Further investigations and discussions have occurred into the main driveway easement and utility easement with the adjacent property owner.
- The budget that was provided for this project in June is not adequate to move forward with the current completed design, so the Mayor, Parks, and Engineering have been discussing how to move forward. At this time no resolution has been reached as to the path forward.
- The Park's Dept. is re-evaluating community needs with surrounding leagues since so much time has passed and league numbers have reduced since this was originally evaluated. Looking into an option for 2 multipurpose fields and fewer baseball fields. Most options will require more funds.



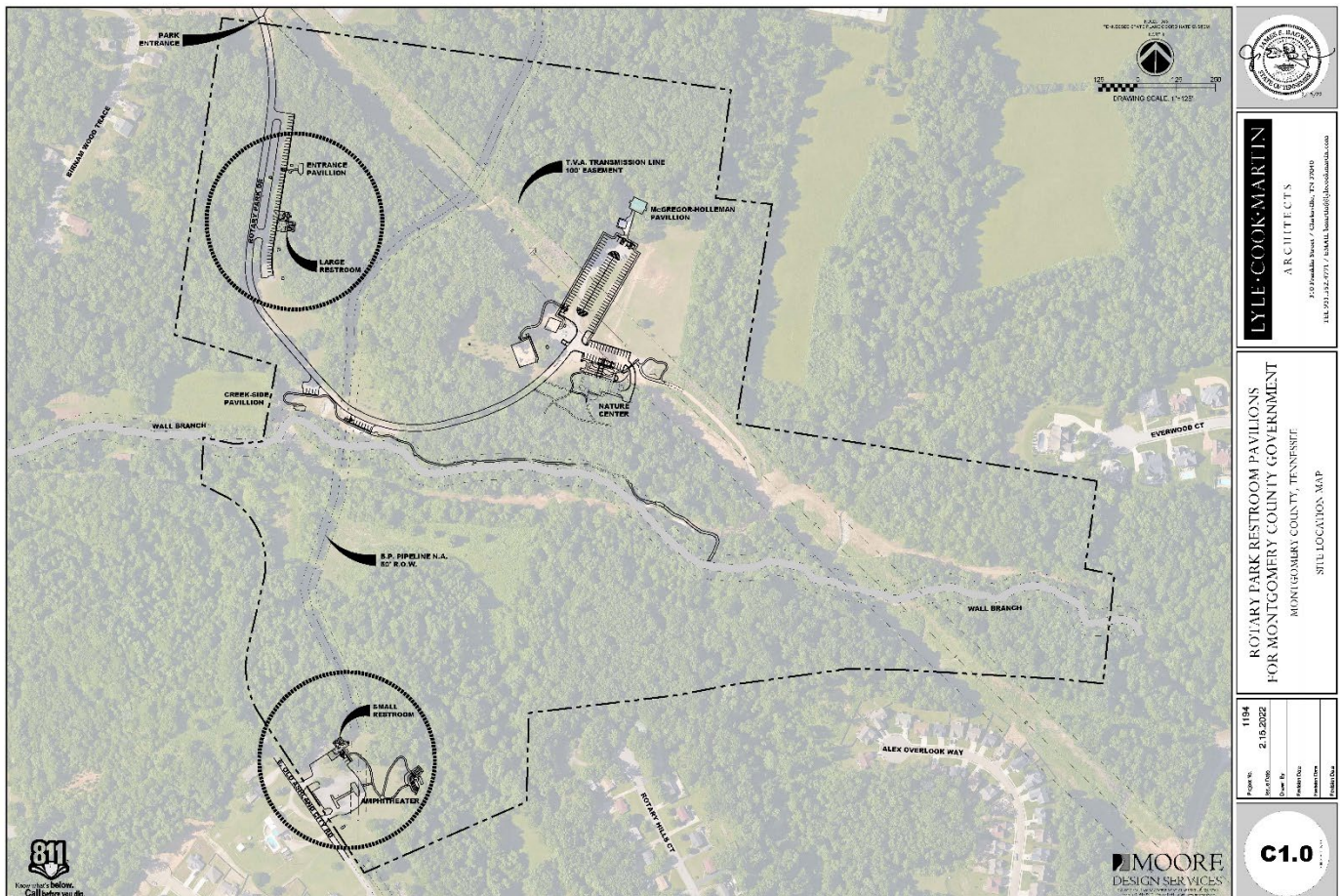


Capital Projects – November 2022 – Construction Update Report

Rotary Park Restrooms

Architect/Designer: Lyle Cook Martin Architects
General Contractor: TBD
Project Status: Design – Construction plans
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 94,000 (Design), \$1,600,000 (Construction)
Current Contract Amount: \$ 93,906 (Design)
Percentage Complete: 98% Design
Comments:

- The Parks Department has received a grant from the Tennessee Department for Environment & Conservation for the construction of additional restroom facilities within the front and back sides of Rotary Park. With the receipt of grant funds comes many requirements and time delays by the grantor.
- Designers are due to be submitting final plans to the County. TDEC has had extensive Environmental permits and grant requirements that the County has been stepping through. The County will be submitting design plans to TDEC for review and concurrence. Bid packets will likely be sent out to contractors at the beginning of the year, if TDEC allows the process to move forward.

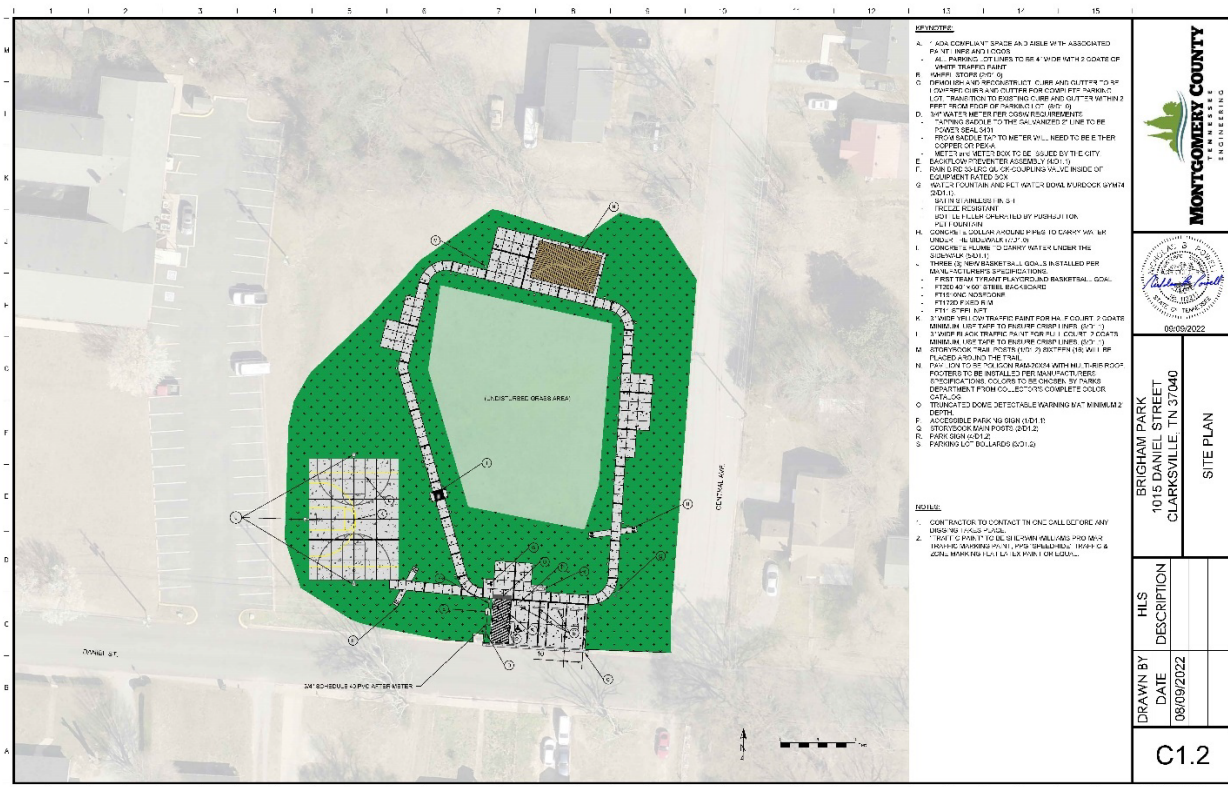


Capital Projects – November 2022 – Construction Update Report

Brigham Park

Architect/Designer: Montgomery County Engineering
General Contractor: C & C Contracting
Project Status: Post-Bid
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 250,000
Current Contract Amount: \$ 328,550 Construction (pending), \$ 6,158 Geotechnical
Percentage Complete: 0% Construction
Comments:

- The County Engineering office has completed the design and bidding of this small park. ARPA dollars were just approved in this most recent budget cycle, so this project has been turned around quickly.
- Design will include a larger basketball court, a concrete walking trail, pavilion, exercise stations, parking spaces, and open green space.
- Bids were opened on October 13th and the numbers were above the approved budget, as anticipated, based on a number of increases in the scope of work since the time the budget was developed. Additional ARPA funds are being requested this month to move this project forward.
- Phase 1 of construction, which includes the procurement of materials, is scheduled to begin immediately upon additional funding approval. Phase 2 will initiate site construction around March/April of next year and the project should be completed by late summer of 2023.





Capital Projects – November 2022 – Construction Update Report

Library Branch

Architect/Designer: HBM Architects
General Contractor: Codell Construction
Project Status: Re-Design
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 943,744 (1st Design), \$10,000,000 (2nd Design & Construction)
Current Contract Amount: \$ 787,610 (1st Design), \$610,190 (2nd Design)
Percentage Complete: 5% Design
Comments:

- Previous design was complete and ready to build, but this entire project will be redesigned on a smaller scale as requested. New construction schedule will push out to the middle of next year.
- This project will now share this site with a new Animal Care & Control facility that is also at the beginning of the design phase.
- New design plans are beginning with a preliminary site layout to complement both the Library and Animal Control.



Capital Projects – November 2022 – Construction Update Report

Animal Control

Architect/Designer: Shelter Planners of America (SPOA)
General Contractor: TBD
Project Status: Design - Schematic
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 750,000 (Design)
Current Contract Amount: \$ 75,500 (Design), \$687,364 (pending contracts)
Percentage Complete: 5% Design
Comments:

- This project will share the site with the North Branch Library.
- SPOA has completed the programming phase of the project by interviewing staff and County officials to define what future needs the Animal Care & Control will have. A detailed report has been issued. The target budget that we have used for planning purposes will come just shy of being able to fulfill the needs identified by this programming phase. This target budget will be revised to accommodate the defined needs of a new facility, and the design phase will move forward with this new target in mind. As with most project that are developed, budgets are goals, and a quickly changing market is difficult to stay ahead of when a defined building size and specified functions are an important driving factor.
- A new target budget will be fine-tuned during this upcoming budget process.

2. EVALUATION OF EXISTING FACILITIES

General

Montgomery County Animal Care and Control (MCACC) started around 1972. The Director is responsible for the operation of the existing shelter under the governance of Chief of Staff. The present shelter was constructed in 2007 and is in a building that was a beer distribution that was converted to the animal shelter. The shelter contains approximately 7,035 square feet of indoor space, some storage sheds and some outdoor dog pens.



Front view of existing shelter



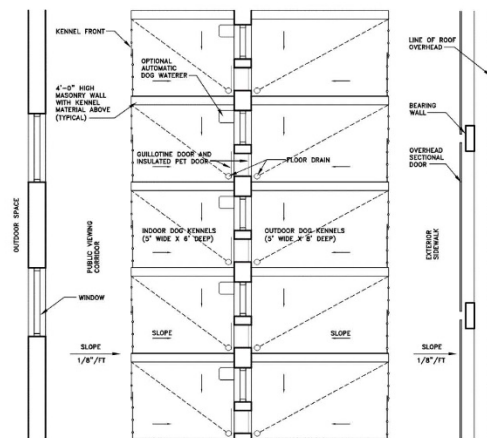
Rear of existing shelter



Side of existing shelter



1. **Dog Housing** – SPA presented several dog housing options to MCACC for consideration and they selected convertible kennels. It is important that each dog has two spaces: a primary enclosure where their food, water, and bedding is located and a secondary space where they can eliminate away from their primary enclosure allowing them to live in their normal behaviors. The indoor portion of the kennel will allow the dogs to be comfortable both the summer and winter.



The two-compartment kennel design will allow dogs to be kept safe and dry during the cleaning procedure by moving dogs to the other compartment. This allows for efficient daily cleaning. Floors will be sloped to individual drains thereby eliminating trench drains which are difficult to clean and can cause cross contamination.

Capital Projects – November 2022 – Construction Update Report

Public Safety Training Complex – Burn Tower

Architect/Designer: Moore Design Services
General Contractor: TBD
Project Status: Design - Schematic
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 226,125 (Design), \$ To Be Requested (Construction)
Current Contract Amount: \$ 80,000 (Civil Design), \$6,250 (Geotech), \$ TBD (tower structure design)
Percentage Complete: 5%

Comments:

- Site design for Burn Tower is being initiated.
- Geotech soil samples are being scheduled.
- Structural components of the tower will likely be handled with a Design/Build contract pending further discussions with capable contractors.

Concept Rendering (Not final layout)



Capital Projects – November 2022 – Construction Update Report

EMS Station 20- Haynes St.

Architect/Designer: J. Clark Architecture & Design, LLC
General Contractor: B.R. Miller & Company
Project Status: Construction Completion
Contract Date: 9/29/2021
Contract Completion Date: 9/6/2022
Budget: \$ 60,000 (Design), \$1,364,213 (Construction)
Current Contract Amount: \$ 52,920 (Design), \$1,305,434 (Construction)
Percentage Complete: 99%

Comments:

- Project Complete. EMS Station 20 is located on Haynes Street that is along the Madison Street corridor.
- 4,680 SF facility was renovated from floor to roof to include 6 new staff bunkrooms, supervisor's bunk and office, kitchen, living area, 6 bay garage, entry canopy improvements, updated signage, and repaved and striped parking lot. The long lead time on the emergency generator is the only remaining item to be completed once it is delivered from the manufacturer.
- Ribbon Cutting ceremony was held November 1, 2022.



Capital Projects – November 2022 – Construction Update Report

Jail Exterior Sealant

Architect/Designer: Montgomery County Engineering

General Contractor: Southern Wall Systems

Project Status: Construction Completion

Contract Date: 3/1/2022

Contract Completion Date: 10/15/2022

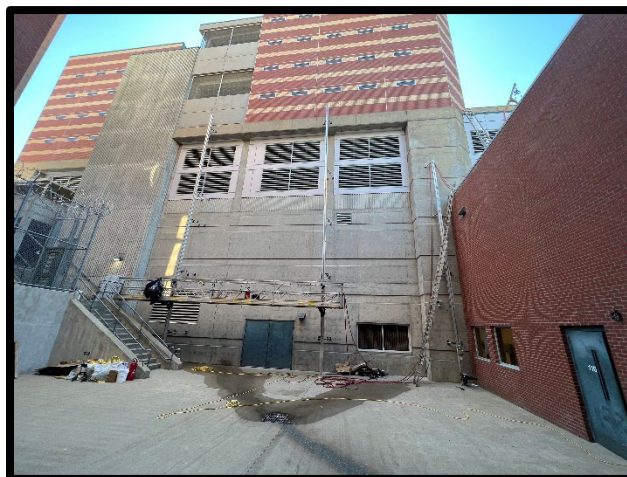
Budget: \$ 500,000

Current Contract Amount: \$ 484,517

Percentage Complete: 100% Construction

Comments:

- Work has been completed.
- All brick and concrete have been sealed. Crews found a few windows that needed additional sealant and fixed those as they were in the areas.



Capital Projects – November 2022 – Construction Update Report

Veterans Plaza Data Room Generator & HVAC

Architect/Designer: Smith Seckman Reid, Inc.
General Contractor: Shepherd & Sons
Project Status: Construction
Contract Date: 1/6/2022
Contract Completion Date: TBD (unknown due to Generator shipments)
Budget: \$ 160,000
Current Contract Amount: \$ 156,381
Percentage Complete: 80% Construction
Comments:

- The Server Room at the Property Units within Veterans Plaza has long needed to be backed up by a generator and a dedicated HVAC system to keep it cool. This project sets out to accomplish this.
- The generator will not be delivered until late 2022 or early 2023. Crews have completed all other work excluding the placement and connection of the generator.





Capital Projects – November 2022 – Construction Update Report

County Clerk Renovation

Architect/Designer: Montgomery County Engineering

General Contractor: Triple S Contracting

Project Status: Construction

Contract Date: 10/13/2022

Contract Completion Date: 3/5/2023

Budget: \$ 110,000 (Construction)

Current Contract Amount: \$ 47,626

Percentage Complete: 2% Construction

Comments:

- MCG Engineering has designed this renovated space. Bid has been completed and contractor is procuring materials in order to be ready to begin construction in early December.
- Project will add 5 new work stations in the current license plate storage room and storage requirements are being adjusted to other areas of the department.



Capital Projects – November 2022 – Construction Update Report

Human Resources/Risk Management – DHS Renovations

Architect/Designer: Montgomery County Engineering

General Contractor: TBD

Project Status: Design

Contract Date: TBD

Contract Completion Date: TBD

Budget: \$ 250,000 (Design)

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

Percentage Complete: 25% Design

Comments:

- MCG Engineering has completed schematic designs for the previous DHS office space to be transformed into a renovated office area for Human Resources, Risk Management, and a small area for the County Clerk expansion. Plans are moving forward to Design Development levels.
- The County has contracted with a Mechanical, Plumbing, and Electrical design firm to supplement the Architectural design being completed in-house.
- This project should be ready to bid by Mid 2023 when new budgets are approved.



Capital Projects – November 2022 – Construction Update Report

Veterans Plaza Exterior Improvements

Architect/Designer: Montgomery County Engineering/Montgomery County Facilities & Maintenance
General Contractor: Montgomery County Facilities & Maintenance
Project Status: Completed
Contract Date: N/A
Contract Completion Date: N/A
Budget: Remaining funds from Plaza Roof project
Current Contract Amount: \$ 4,323
Percentage Complete: 100%
Comments:

- Exterior painting at Veterans Plaza has been completed in-house by Facilities & Maintenance. When comparing the image below to the previous images of the Plaza, the maroon arches and red brick have been replaced with a grey paint that blends with the tan colors that are more widespread.
- Purchase order has been received for Mitchell Glass to begin replacement of broken windows around the plaza. These will be replaced once the materials are received.
- Fabric canopies are being researched and priced for the doors at the back side of the building.



Capital Projects – November 2022 – Construction Update Report

Lafayette Road Widening

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

- All land that is needed has been acquired. Utility certifications have been approved by TDOT. Environmental phase re-evaluations have been approved by TDOT. All environmental permits have been issued and approved. We have been working with TDOT through their evaluation phase trying to secure a Notice to Proceed with construction since June. Federal Funding = Project Delays!
- Final Construction plans and the bid packet are complete. This project is ready to bid as soon as TDOT releases it. Montgomery Co. Highway Department cut all of the trees within the ROW to avoid further delays from “No-cut” dates due to possible endangered bat habitat.



Capital Projects – November 2022 – Construction Update Report

Rossvie Road Widening

Architect/Designer: HDR Engineering
General Contractor: TBD
Project Status: Design Phase
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$3,000,000 (Envir. & Design) \$7,000,000 (ROW), (Utility funding still needed)
Current Contract Amount: \$ 1,817,801 (Design)
Percentage Complete: 100% NEPA, 100% Preliminary Design, 95% ROW Plans, 0% ROW Acquisition
Comments:

- Right of Way Design plans are in their final stages of development and should be submitted to TDOT and County for review this month. ROW appraisals and negotiations will begin after TDOT provides the County with a Notice to Proceed. This Acquisition phase will continue for approx. 18 months.
- The next public meeting will be held following TDOT's approval to move to the next phase.
- Currently 2 homes are slated to be fully purchased due to the existing curves of the roadway and limiting constraints, one of which is a rental house.
- The project is scheduled for completion around late early 2027. Many factors could extend this.





Capital Projects – November 2022 – Construction Update Report

Upcoming/Ongoing Projects

ADA Transition Plan

Architect/Designer:

Montgomery County Engineering

Project Status:

A sign package for various buildings was submitted to vendors for proposal on Oct 10th, and bids were received on Oct 27th. Some handrail additions are being designed at Rotary Park and Downtown Commons for additional safety.

EMA/EOC & E911 Building

Architect/Designer:

J. Clark Architects

Project Status:

Currently awaiting directives on how or when to move forward with these projects. Announcements earlier this year of the City and County not merging services has stalled this project moving forward as originally planned.

HVAC Improvements with ARPA Funds

Architect/Designer:

Montgomery County Engineering

Project Status:

With the approval of ARPA funds, many existing HVAC units around the County have been getting upgraded filters, which have been studied to help trap smaller particles from recycling through the air systems. Filters that have not already been installed in certain departments are being scheduled for installation over the next month or two.

Jail Master Plan

Architect/Designer:

Rufus Johnson & Associates

Project Status:

The Master Planning document has been completed and submitted to the Sheriff's office. This plan identifies multiple components of the facilities and parking needs over the next 15 years. Recommendations include future precincts around the county and various buildouts of the existing jail and the 1986 jail for inmate population growth and programming space.

Montgomery County Rail Service Authority

Architect/Designer:

Montgomery County Engineering & CSR Engineering

Project Status:

2022 grant dollars have been applied to a bridge repair and roadways crossing project. The bridge repair project was successfully bid and the contract is underway with JCF Bridge & Concrete, Inc. for \$752,545. Material procurement has taken multiple months and they are currently still awaiting materials. Additional grant applications are in the works currently.



Capital Projects – November 2022 – Construction Update Report

Historic Courthouse Concrete Rejuvenation

Architect/Designer:

Montgomery County Engineering

Project Status:

Currently observing 3 products that were tested at an EMS Station parking lot that has been degraded by salt. Hoping to use one of these products after observing conditions over the winter. Anticipated to bid spring/summer of 2023 if we get positive results.

South Guthrie Community Center Flooring Updates

Architect/Designer:

Montgomery County Engineering

Project Status:

This will be an upcoming project that will be further studied to determine how best to replace or repair parts of the existing historic hardwood flooring that is beginning to crack and fail in areas of high traffic. All areas of the facility will receive some type of updated flooring due to high use and wear since the building was opened back up to the public in 2013. Also looking for an update to the Playground and to add a basketball court.

Loan Oak Community Center

Architect/Designer:

Montgomery County Engineering

Project Status:

Once this property has been acquired this project will receive some small renovations to make it ADA and Code compliant to open to the public for rentable space. Currently awaiting the purchase of the property.