

CITIZENS TO ADDRESS THE COMMISSION

1. Chris Blackwell – Rehearing of Zoning Case
2. George Dean – Rehearing of Zoning Case

CALL TO ORDER - Mayor Durrett

PRESENTATIONS

1. Hotel/Motel Tax Quarterly Update – Kimberly Wiggins, Trustee

PUBLIC HEARING ZONING RESOLUTIONS

CZ-15-2020 Application of Norman C. Rawlins Jr. Trust & Angie Rawlins from AG to M2

CZ-16-2020 Application of Erle Butts from R-1/C-2 to R-4

CLOSE PUBLIC HEARING

RESOLUTIONS

- 20-9-1*** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2020-21 CMCSS Budget
- 20-9-2*** Resolution to Accept and Appropriate Funds for a Federal Emergency Management and the Department of Homeland Security FY2020 Assistance to Firefighters Grant – COVID 19 Supplemental in the County General Fund
- 20-9-3*** Resolution to Amend the Budget to Accept Grant Funds from the State of Tennessee, Department of State Division of Elections, Using Grants Authorized by the CARES Act
- 20-9-4*** Resolution to Accept and Appropriate Funds from the State of Tennessee Department of Finance and Administration Office of Criminal Justice Programs for the Mental Health Transport Grant Program
- 20-9-5*** Resolution to Amend the Budget to Accept Joint Grant Funds from the Bureau of Justice Assistance of the United States Department of Justice
- 20-9-6*** Resolution to Adopt an Interlocal Agreement Between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance (JAG) of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds
- 20-9-7*** Resolution to Appropriate Funds from Sexual Offender Registry Reserve

- 20-9-8*** Resolution to Authorize Montgomery County to Enter into a Farm Lease Agreement for the Purposes of Maintaining Certain Portions of the Public Safety Training Complex
- 20-9-9*** Resolution to Adopt the 2021 Legislative Agenda as Presented by the Legislative Liaison Committee
- 20-9-10*** Resolution to Appropriate Funding for the Purchase of Art Using Funding From Bond Proceeds Dedicated for Such Purchase

*** 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.

- 20-9-11** Resolution to Establish Juneteenth as a Legal Paid Holiday for Montgomery County Government and Employees Beginning on June 19, 2021
- 20-9-12** Resolution to Authorize the Regional Planning Commission to Rehear a Matter
- 20-9-13** Resolution to Limit the Rehearing of Matters by the Legislative Body Previously Heard
- 20-9-14** Resolution to Amend Resolution 20-5-2
- 20-9-15** Resolution to Levy a County-Wide Motor Vehicle Tax
- 20-9-16** Resolution of the County Commission of Montgomery County, Tennessee Authorizing the Execution of a Purchase Agreement and Interlocal Agreement relating to the Acquisition of a Site to be Used for School Facilities
- 20-9-17** Resolution of the Montgomery County Board of Commissioners Appropriating Architect Funds Through the Bidding Phase for the Construction of the Eighth CMCSS Middle School

(will require rules to be suspended)

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

UNFINISHED / OLD BUSINESS

1. M2 zoning study delayed.

REPORTS FOR APPROVAL

1. * Commission Minutes dated August 10, 2020
2. * County Clerk's Report and Notary List
3. * Nominating Committee Nominations
4. * County Mayor Appointments

REPORTS FILED

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

ANNOUNCEMENTS

1. The Legislative Agenda Reception is being held on Tuesday, September 22 at 5:30 p.m. at the William O. Beach Civic Hall. If you have not confirmed your attendance, please do so by calling the mayor's office.

ADJOURN

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

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

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

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

Name Christopher Blackwell

Address 184 Industrial Drive Clarksville, TN 37040

Telephone 931-237-4717

Subject Matter Rebuttal of Rossview Rd/Wallace Property Re-Zoning - Case #CZ-8-2020

Individual or organization (if any) you represent C Blackwell Construction

Address 184 Industrial Drive Clarksville, TN 37040

Signature  Date 9/4/2020

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

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Name George Dean

Address 315 Deaderick St., Nashville, TN 37238

Telephone 615-244-2770

Subject Matter Rossvie Rd/Wallace Property -- Property fronting on the south frontage of Rossvie Rd. south of the Rossvie Rd. & Browning Way intersection & east of the eastern terminus of Collins View Way; zoning issue

Individual or organization (if any) you represent Chris Blackwell

Address _____

Signature George A. Dean Date 9-4-2020

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



Quarterly Hotel Motel Occupancy Tax

Audit Review

Tuesday, September 8, 2020

Stone Rudolph & Henry

2nd Quarter Audit Report 2020

Kimberly B. Wiggins, County Trustee

Updates on Auction Actions

4th Quarter 2019

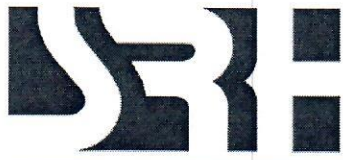
1st Quarter 2020

2nd Quarter 2020

MONTGOMERY COUNTY TRUSTEE

AGREED-UPON PROCEDURES

JANUARY – DECEMBER 2019



STONE,
RUDOLPH
& HENRY, PLC

Accounting • Tax • Consulting • Technology

Certified
Public
Accountants

www.srhcpas.com

INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

Montgomery County Trustee
Clarksville, Tennessee

We have performed the procedures enumerated below, which were agreed to by Montgomery County Trustee (the Trustee), on the records of selected hotels and motels in the Trustee's service area pertaining to the Occupancy Tax Report Form for the twelve months ended December 31, 2019. The Trustee's management is responsible for the records of hotels and motels in the Trustee's service area pertaining to the Occupancy Tax Report Form. The sufficiency of these procedures is solely the responsibility of the Trustee. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

- 1) We selected, on a surprise basis, twelve hotels and/or motels and performed the following procedures. We also performed these procedures on the five hotels/motels that were carried forward from the prior quarter's testing.
 - a. We recalculated the amounts on the Occupancy Tax Report Form. We also reviewed the 30-day occupancy report to ensure the tenants' consecutive night stays were greater than 30 days for exemptions claimed and recalculated the exemption amount based on the reported information. See the schedule of testing results for exceptions. Differences greater than one dollar were considered exceptions.
 - b. We compared the sales amount per the Occupancy Tax Report Form to the amount reported on the Sales Tax Report filed for the same month. See the schedule of testing results for exceptions. Differences greater than one dollar were considered exceptions.
 - c. We compared the sales amount per the Occupancy Tax Report Form to the hotel or motel's internal accounting report for the same month. See the schedule of testing results for exceptions. Differences greater than one dollar were considered exceptions.
 - d. We obtained the month-end close out report from the hotel or motel, calculated the average rental rate per month, and compared the average to the current price per night obtained from the hotel and/or motel's website or verbally. Variances greater than 25 percent were considered exceptions. We were unable to perform this procedure for three hotels and/or motels due to not being provided the information. No exceptions were noted on the hotels and/or motels that were tested.
 - e. We verified with an employee at the Trustee's office that the most recent month-end report for Occupancy Tax Report Form had been filed. See the schedule of testing results for exceptions.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Occupancy Tax Report Forms. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Trustee and Montgomery County Commissioners and is not intended to be and should not be used by anyone other than those specified parties.

Stone Rudolph & Henry, PLC

Clarksville, Tennessee

July 23, 2020

MONTGOMERY COUNTY TRUSTEE
HOTEL/MOTEL TAX AGREED-UPON PROCEDURES
SCHEDULE OF TESTING RESULTS
JANUARY - DECEMBER 2019

		January				February				March				
		Procedure			Amount Overpaid	Procedure			Amount Overpaid	Procedure			Amount Overpaid	
Hotel/Motel		1	2	3	(Underpaid)	1	2	3	(Underpaid)	1	2	3	(Underpaid)	
1.	HTS	^	C	A	X	\$ (675.57)	C	A	X	\$ (1,764.81)	C	A	X	\$ (1,939.59)
2.	MM		X	**	**	\$ -	F	**	**	\$ (6.48)	F	**	**	\$ (11.28)
3.	TPS	^^	**	X	**	**	**	X	**	**	**	X	**	**
4.	WIS		X	X	A	\$ (458.10)	X	X	A	\$ (311.47)	X	X	A	\$ (328.12)
5.	CI		X	X	**	\$ -	X	X	**	\$ -	X	X	**	\$ -
6.	AW		C	X	X	\$ 50.41	C	X	X	\$ 50.65	C	X	X	\$ 94.93
7.	ABVI		+	+	+	+	+	+	+	+	+	+	+	+
8.	BI76		+	+	+	+	+	+	+	+	+	+	+	+
9.	ETM		X	X	X	\$ -	X	X	X	\$ -	E	X	X	\$ 34.00
10.	FI		+	+	+	+	+	+	+	+	+	+	+	+
11.	HGI		X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -
12.	LQI		B / C	X	A	\$ 47.04	C	X	X	\$ 123.33	C	X	X	\$ (135.61)
13.	QJ4		+	+	+	+	+	+	+	+	+	+	+	+
14.	SIS		X	X	X	\$ -	X	X	X	\$ -	X	X	A / D	\$ (6.98)

Procedures:

1. Recalculated amounts reported on the monthly Occupancy Tax Report Form (OTRF).
2. Compared the sales amount reported on the OTRF to the sales amount reported on the Sales Tax Report.
3. Compared the sales amount reported on the OTRF to the sales amount reported on the hotel/motel's internal accounting report.

Tickmark Legend:

X Tested without exception.

A Revenue amounts did not agree.

B Nontaxable sales did not agree to the hotel/motel's internal accounting report.

C Exempt sales for 30-day occupants was incorrectly calculated.

D Nontaxable sales did not agree to the hotel/motel's internal accounting report.

E Nonapplicable fee was added to the amount due.

F Interest and penalties were not calculated correctly.

+ Results were reported in a previous quarter.

** Hotel/motel did not provide requested information, therefore we could not perform procedures.

^ Hotel/motel was originally selected to be tested in the previous quarter for January - September. Therefore, October - December do not apply.

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MONTGOMERY COUNTY TRUSTEE
HOTEL/MOTEL TAX AGREED-UPON PROCEDURES
SCHEDULE OF TESTING RESULTS (CONT'D)
JANUARY - DECEMBER 2019

April					May					June				
Hotel/Motel	Procedure			Amount Overpaid (Underpaid)	Procedure			Amount Overpaid (Underpaid)		Procedure			Amount Overpaid (Underpaid)	
	1	2	3		1	2	3			1	2	3		
1. HTS	C	**	X	\$ (1,645.83)	C	A	X	\$ (1,028.24)	^	C	A	X	\$ (1,899.67)	
2. MM	X	**	**	\$ -	X	**	**	\$ -		F	**	**	\$ (9.79)	
3. TPS	**	X	**	**	**	X	**	**	^^	**	X	**	**	
4. WIS	X	X	A	\$ (217.27)	X	X	A	\$ (375.77)		X	X	A	\$ (119.51)	
5. CI	X	A	**	\$ -	**	X	**	\$ -		F	**	**	\$ (294.42)	
6. AW	C	X	X	\$ 115.64	C	X	X	\$ 116.35		C	X	X	\$ 115.64	
7. ABVI	B	X	X	\$ (27.45)	B	X	X	\$ (54.05)		B	X	X	\$ (10.60)	
8. BI76	+	+	+	+	+	+	+	+		+	+	+	+	
9. ETM	X	X	X	\$ -	X	X	X	\$ -		C	X	X	\$ (10.19)	
10. FI	X	A	X	\$ -	X	A	X	\$ -		X	A	X	\$ -	
11. HGI	X	X	X	\$ -	X	X	X	\$ -		C	X	X	\$ 34.19	
12. LQI	B / C	X	A	\$ 495.45	X	X	X	\$ -		X	X	X	\$ -	
13. QI4	+	+	+	+	+	+	+	+		+	+	+	+	
14. SIS	X	X	D	\$ 8.93	X	X	D	\$ (2.91)		X	X	X	\$ -	

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MONTGOMERY COUNTY TRUSTEE
HOTEL/MOTEL TAX AGREED-UPON PROCEDURES
SCHEDULE OF TESTING RESULTS (CONT'D)
JANUARY - DECEMBER 2019

		July				August				September				
		Procedure			Amount Overpaid (Underpaid)	Procedure			Amount Overpaid (Underpaid)	Procedure			Amount Overpaid (Underpaid)	
Hotel/Motel		1	2	3		1	2	3		1	2	3		
1.	HTS	^	C	A	X	\$ (1,372.84)	C	X	X	\$ (1,665.36)	C	X	X	\$ (1,108.25)
2.	MM		**	**	**	**	**	**	**	**	**	**	**	**
3.	TPS	^^	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4.	WIS		**	**	**	**	**	**	**	**	**	**	**	**
5.	CI		X	X	**	\$ -	X	X	**	\$ -	F	X	**	\$ (1.34)
6.	AW		C	X	X	\$ 56.05	X	X	X	\$ -	X	X	X	\$ -
7.	ABVI		B	X	X	\$ (16.47)	B	X	X	\$ (9.80)	B	X	X	\$ (5.95)
8.	BI76		X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -
9.	ETM		X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -
10.	FI		X	A	X	\$ -	X	A	X	\$ -	X	X	X	\$ -
11.	HGI		X	X	X	\$ -	B	X	X	\$ (78.87)	X	X	X	\$ -
12.	LQJ		X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -
13.	QI4		C	X	X	\$ 31.82	C	X	X	\$ (18.33)	X	X	X	\$ -
14.	SIS		X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -

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MONTGOMERY COUNTY TRUSTEE
HOTEL/MOTEL TAX AGREED-UPON PROCEDURES
SCHEDULE OF TESTING RESULTS (CONT'D)
JANUARY - DECEMBER 2019

	Hotel/Motel	October				November				December				Most Recent OTRF Filed
		Procedure			Amount Overpaid	Procedure			Amount Overpaid	Procedure			Amount Overpaid	
		1	2	3	(Underpaid)	1	2	3	(Underpaid)	1	2	3	(Underpaid)	
1.	HTS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X
2.	MM	**	**	**	**	**	**	**	**	**	**	**	**	NO
3.	TPS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X
4.	WIS	**	**	**	**	**	**	**	**	**	**	**	**	X
5.	CI	X	**	**	\$ -	X	**	**	\$ -	X	**	**	\$ -	NO
6.	AW	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	X
7.	ABVI	B	X	X	\$ (49.68)	B	X	X	\$ (24.20)	B	X	X	\$ (10.20)	NO
8.	BI76	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	NO
9.	ETM	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	X
10.	FI	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	NO
11.	HGI	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	NO
12.	LQI	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	X
13.	QI4	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	X
14.	SIS	X	X	D	\$ (89.42)	X	X	D	\$ 75.50	X	X	D	\$ 59.35	X

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Completed 4th Quarter 2019

	Jan	Feb	Mar	Apr	May	Jun	Total	Letter Sent	Paid/Credit Taken	Collected		
CY	\$ (540.95)	\$ (270.48)	\$ (53.62)				\$ (865.05)	2/25/2020	5/18/2020	865.05		
SIS	\$ (9.57)	\$ 253.22	\$ 10.71				\$ 254.36	2/25/2020				
VP	\$ (2,367.00)	\$ (1,438.22)	\$ (4,155.24)				\$ (7,960.46)	2/25/2020			8/21/2020	Sent Followup Letter
BIHD	\$ 32.87	\$ (4.31)	\$ 8.91	\$ (88.79)	\$ (0.62)	\$ 13.01	\$ (38.93)	2/25/2020	3/31/2020	\$ 38.93		
CRVP	\$ (65.37)	\$ (25.00)	\$ (79.74)	\$ (76.21)	\$ (114.06)	\$ (35.48)	\$ (395.86)	2/25/2020	3/9/2020	\$ 395.86		
HIS	\$ (157.19)	\$ -	\$ (6.27)	\$ (35.75)	\$ -	\$ (35.61)	\$ (234.82)	2/25/2020	3/31/2020	\$ 234.82		
MIS	\$ -	\$ -	\$ -	\$ 9.73	\$ -	\$ -	\$ 9.73	2/25/2020				
QI4	\$ (11,239.31)	\$ (137.45)	\$ (167.63)	\$ (26.58)	\$ (21.42)	\$ 18.13	\$ (11,574.26)	2/25/2020	3/31/2020	\$ 6,602.87	\$ (4,971.39)	amended
RI2	\$ (1,087.87)	\$ (1,874.90)	\$ (696.50)	\$ 646.27	\$ (328.90)	\$ (302.22)	\$ (3,644.12)	2/25/2020	4/8/2020	\$ 3,644.12		
S8MHU	\$ (13.81)	\$ -	\$ -	\$ -	\$ (82.32)	\$ (60.36)	\$ (156.49)	2/25/2020	3/16/2020	\$ 156.49		
							\$ (24,605.90)			\$ 11,938.14		

Summary:

Original amount due for the quarter was	\$24,605.90
Amendment/correction from audit	\$ (4,971.39)
	\$19,634.51
Collected	\$ (11,938.14)
Remaining to be collected	\$7,696.37

1st Quarter 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total	Letter Sent	Paid/Credit Taken	Collected
CY	\$ (540.95)	\$ (270.48)	\$ (53.62)				\$ (10.34)			\$ (875.39)	5/1/2020	5/18/2020	\$ 875.40
SM										\$ -	5/1/2020	N/A	\$ -
RRI										\$ -	5/1/2020	N/A	\$ -
RL	\$ (4.92)	\$ 3.58	\$ (14.65)	\$ (6.53)	\$ (10.65)	\$ (0.39)	\$ 1.59	\$ 10.61		\$ (21.36)	5/1/2020	5/26/2020	\$ 21.36
MI				\$ 8.77				\$ 77.30	\$ 81.84	\$ 167.91	5/1/2020	5/26/2020	\$ (167.91)
CIS				\$ 57.23	\$ 78.08			\$ (6.30)		\$ 129.01	5/1/2020	**	
CS			\$ 18.35	\$ 426.61	\$ 245.82	\$ (511.41)		\$ 86.01	\$ (250.72)	\$ 14.66	5/1/2020	6/23/2020	\$ (14.66)
S8MH					\$ 10.11			\$ 55.03	\$ 18.34	\$ 83.48	5/1/2020	6/15/2020	\$ (83.48)
GIS	\$ (9.80)	\$ 5.87	\$ (146.56)	\$ 56.44			\$ 23.11			\$ (70.94)	3/10/2020	4/13/2020	\$ 70.94
										\$ (572.63)			\$ 701.65

Note: CY audited January - March in 3rd quarter of 2019, randomly selected for 1st quarter 2020
 ** 8/19/20 Bookkeeper never received notification will take credit on submission for August Revenue

Completed 2nd Quarter 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total	Letter Sent	Pd/Credit Taken	Amt Credited/Collected
AW	\$ 50.41	\$ 50.65	\$ 94.93	\$ 115.64	\$ 116.35	\$ 115.64	\$ 56.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 599.67	8/7/2020		
CI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (294.42)	\$ -	\$ -	\$ (1.34)	\$ -	\$ -	\$ -	\$ (295.76)	8/7/2020	8/28/2020	295.76
ABVI	\$ (16.15)	\$ (27.87)	\$ (20.39)	\$ (27.45)	\$ (54.05)	\$ (10.60)	\$ (16.47)	\$ (9.80)	\$ (5.92)	\$ (5.95)	\$ (24.20)	\$ (10.20)	\$ (229.05)	8/7/2020		
BI76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8/7/2020		
ETM	\$ -	\$ -	\$ 34.00	\$ -	\$ -	\$ (10.19)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23.81	8/7/2020	8/7/2020	(23.81)
FI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8/7/2020		
HGI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34.19	\$ (78.87)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (44.68)	8/7/2020		
LQI	\$ 47.04	\$ 123.33	\$ (135.61)	\$ 495.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 530.21	8/7/2020		
QI4							\$ 31.82	\$ (18.33)	\$ -	\$ -	\$ -	\$ -	\$ 13.49	8/7/2020		
MM	\$ -	\$ (6.48)	\$ (11.28)	\$ -	\$ -	\$ (9.79)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (27.55)	8/7/2020	8/14/2020	27.55
SIS	\$ -	\$ -	\$ (6.98)	\$ 8.93	\$ (2.91)	\$ -	\$ -	\$ -	\$ -	\$ (89.42)	\$ 75.50	\$ 59.35	\$ 44.47	8/7/2020		
WIS	\$ (458.10)	\$ (311.47)	\$ (328.12)	\$ (217.27)	\$ (375.77)	\$ (119.51)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,810.24)	8/7/2020		
HTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8/7/2020	pending recalc	
TPS													\$ -	8/10/2020		
													\$ (1,195.63)			299.50

Note: TPS did not submit the 30- day occupant reports or the internal accounting reports therefore unable to perform those procedures.

No finding relating to recalculating the OTRF and comparing revenue to the sales tax report. Still open from 4th qtr 2019.

CI did not provide internal accounting reports or 30-day exemption report. Still open - 2nd qtr 2020.

HTS - Results are from 3rd qtr 2019 audit and 1st qtr 2020 audit to date. This is still under review.

QI - Audited 4th qtr 2019 and the Jan - Jun deficiencies were resolved as of 3/31/20.

MM - Audited 4th qtr 2019 and 2nd qtr 2020. Both audits still open since required documents not provided.

WIS - Results shown are for 4th qtr 2019. The 2nd qtr 2020 audit remains open awaiting documents.

ETM - Now closed - Check issued for the credit

HOTEL/MOTEL OCCUPANCY TAX REPORT FORM
PRIVATE CHAPTER 79-167 (AMENDED BY PRIVATE CHAPTER 57, HOUSE BILL 2710)

MONTGOMERY COUNTY TRUSTEE
P. O. BOX 1005
CLARKSVILLE, TN 37041-1005

TELEPHONE: (931) 648-5710
FAX: (931) 553-5132

Name(s) of Owner(s)

Name of Hotel/Motel

State Sales Tax Account No.

Address

Tel. No. _____ No. of Rooms _____

City

State

Zip

Fax Number _____

E-Mail Address _____

Month of _____ Year _____

1. Gross Taxable Total Sales... (Same As Line 1 on your monthly Tennessee Sales Tax Return).....\$ _____

2. Less: Restaurant Sales, Meeting Rooms, Banquet Sales, and Vending Machine Sales.....\$ _____

3. Less: Allowable Deductible for 30-day Occupants... (Must Include Proof).....\$ _____

4. Taxable Receipts (Line 1 Less Lines 2 & 3).....\$ _____

5. Tax Due (8% of Line 4).....\$ _____

6. Operator's Compensation:

Deduct 2% of Line 5 (Allowable only if return is filed
and tax is paid by due date).....\$ _____

Delinquent Returns Computation of Interest & Penalty: (Hotel/Motel Taxes become delinquent if not received in Trustee's Office by the 20th Day of Month)

7. Interest 12% Per Annum.....\$ _____

8. Penalty 12% Per Annum.....\$ _____

9. Penalty \$50.00 per day for failure to collect/remit occupancy tax....\$ _____

10. Total Interest & Penalty (Add Line 7-9).....\$ _____

11. **Total Tax Due Montgomery County, Tennessee**
(Line 5 Less Line 6 if Not Delinquent)

If Delinquent, Line 5 Plus Line 10.....\$ _____

12. Less: Credit for prior month's tax reimbursed to occupant (Must include proof).....\$ _____

13. Total Tax Remitted (Line 11 minus Line 12).....\$ _____

RETURN AND REMITTANCE MUST BE IN THE ABOVE OFFICE BY THE CLOSE OF BUSINESS ON THE 20TH DAY OF THE MONTH FOLLOWING THE MONTH ON WHICH THIS REPORT IS SUBMITTED.

Under the penalties for perjury prescribed by the law, I swear (or affirm) that this return (including any related schedules, statements and/or other documents) is to the best of my knowledge, a true, correct and complete return.

Signed _____ Title _____ Date _____

Revised 8/7/2018

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
NORMAN C RAWLINS JR. TRUST & ANGIE RAWLINS**

WHEREAS, an application for a zone change from AG Agricultural District to M-2 General Industrial District has been submitted by Norman C Rawlins Jr. Trust & Angie Rawlins and

WHEREAS, said property is identified as County Tax Map 016, parcel 009-00, 009-02, 009-03, containing 152.42 acres, situated in Civil District 13, located Property fronting on the north & south frontage of Guthrie Hwy. 1,460 +/- feet east of the Guthrie Hwy. & International Blvd. intersection.; and


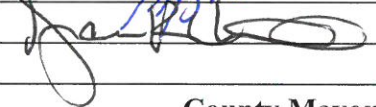
WHEREAS, said property is described as follows:

"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 September, 2020, that the zone classification of the property of Norman C Rawlins Jr. Trust & Angie Rawlins from AG to M-2 is hereby approved.

Duly passed and approved this 14th day of September, 2020.

Sponsor Commissioner Approved	 
	County Mayor

Attested: _____
County Clerk

"EXHIBIT A"

Beginning at a point, said point being the southeastern corner of the Montgomery County Property as recorded in Vol. 1217, page 2771 ROMCT, said pin being N 73° 10' E for a distance of 1,132 feet from the centerline intersection of International Blvd. and Guthrie Hwy, said point also being the northern right of way of Guthrie Hwy, said also being the southwestern corner of the herein described parcel; Thence, leaving said Guthrie Hwy right of way and along said Montgomery County property for the next 4 calls, N 08° 37' 42" W for a distance of 131.00 feet to a point on a line; Thence, N 27° 50' 48" W for a distance of 156.92 feet to a point on a line; Thence, N 11° 10' 28" W for a distance of 122.64 feet to a point on a line; Thence, N 22° 24' 18" E for a distance of 109.22 feet to a point on a line, said point being the south east corner of the Montgomery County Sheriffs Reserve Inc. property as described in ORV 973, page 431; Thence, along said Montgomery County Sheriffs Reserve Inc. property, N 20° 37' 15" E for a distance of 190.35 feet to a point on a line, said point being the south east corner of the Marvin Pitts property as described in ORV 1850, page 2534; Thence, leaving said Montgomery County Sheriffs Reserve Inc. property and along said Marvin Pitts property for the next 4 calls, N 75° 55' 04" W for a distance of 130.86 feet to a point on a line; Thence, N 67° 10' 22" W for a distance of 91.65 feet to a point on a line; Thence, N 54° 24' 04" W for a distance of 116.43 feet to a point on a line; Thence, N 55° 55' 50" W for a distance of 179.77 feet to a point on a line, said point being the south east property line of the Industrial Development Board of Montgomery County as described in ORV 1934, page 384; Thence, along said Industrial Development Board of Montgomery County, N 08° 16' 05" E for a distance of 1010.79 feet to a point on a line; said point being the south west corner of the James Davis Teeter property as described in ORV 1659, page 161, said point also being the north west corner of the herein described parcel; Thence, along said James Davis Teeter property for the next 2 calls, N 84° 02' 57" E for a distance of 437.46 feet to a point on a line; Thence, N 34° 05' 07" E for a distance of 67.77 feet to a point on a line, said point being the north west corner of the Allensworth Farm Partners, LLC as described in ORV 1889, page 829, said point being the north east corner of the herein described parcel; Thence, along said Allensworth Farm Partners, LLC for the next 11 calls, S 23° 42' 02" E for a distance of 116.40 feet to a point on a line; Thence, S 33° 48' 53" E for a distance of 429.02 feet to a point on a line; Thence, S 85° 04' 25" E for a distance of 189.45 feet to a point on a line; Thence, S 26° 01' 09" E for a distance of 293.04 feet to a point on a line; Thence, S 14° 15' 52" W for a distance of 56.60 feet to a point on a line; Thence, S 31° 36' 50" E for a distance of 172.19 feet to a point on a line; Thence, S 15° 50' 04" E for a distance of 181.70 feet to a point on a line; Thence, S 57° 00' 56" E for a distance of 190.04 feet to a point on a line; Thence, S 05° 09' 42" E for a distance of 364.81 feet to a point on a line; Thence, S 01° 57' 47" E for a distance of 96.85 feet to a point on a line; Thence, S 08° 22' 38" W for a distance of 68.63 feet to a point on a line, said point being the northern right of way of said Guthrie Hwy, said point also being the southeastern corner of the herein described parcel; Thence, leaving said Allensworth Farm Partners, LLC and along said Guthrie Hwy right of way for the next 4 calls, S 76° 10' 02" W for a distance of 197.42 feet to a point on a line; Thence, S 76° 41' 20" W for a distance of 497.28 feet to a point on a line; Thence, S 76° 41' 20" W for a distance of 171.75 feet to a point on a line; Thence, S 76° 41' 20" W for a distance of 233.19 feet to the point of beginning, said parcel containing 1,923,568 Square Feet or 44.16 Acres, more or less.

Beginning at a point, said point being the northeastern corner of the Industrial Development Board of Montgomery County Property as recorded in Vol. 319, page 690 ROMCT, said pin being N 80° 03' E for a distance of 863 feet from the centerline intersection of International Blvd. and Guthrie Hwy, said point also being the southern right of way of Guthrie Hwy, said also being the northwestern corner of the herein described parcel; Thence, leaving said Industrial Development Board of Montgomery County and along said Guthrie Hwy right of way, N 76° 41' 10" E a distance of 1254.05 feet, said point being the northwestern corner of the Allensworth Farm Partners, LLC Property as described ORV 1889, page 829, said point also being the north east corner of the herein described parcel; Thence, leaving said Guthrie Hwy right of way and along said Allensworth Farm Partners, LLC for the next 3 calls, S 10° 57' 27" E for a distance of 2382.96 feet to a point on a line; Thence, S 04° 06' 28" W for a distance of 1002.76 feet to a point on a line; Thence, N 82° 09' 13" W for a distance of 1045.22 feet to a point on a line, said point being the north east corner of the Industrial Development Board of Montgomery County property as described in ORV 1941, page 1886; Thence, along said Industrial Development Board of Montgomery County property, N 82° 09' 13" W for a distance of 600.63 feet to a point on a line, said point being the south east corner of the Hendrickson USA LLC property as described in ORV 1531, page 2808, said

point also being the south west corner of the herein described parcel; Thence, along said Hendrickson USA LLC property, N 00° 24' 55" E for a distance of 1212.76 feet to a point on a line, said point being the south east corner of the State of Tennessee property as described in ORV 1174, page 2849; Thence, along said State of Tennessee property, N 00° 42' 59" E for a distance of 1075.04 feet to a point on a line of said Industrial Development Board of Montgomery County property; Thence, along said Industrial Development Board of Montgomery County, N 00° 42' 59" E for a distance of 538.58 feet to the point of beginning, said parcel containing 4,715,747 Square Feet or 108.26 Acres, more or less.

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
ERLE BUTTS**

WHEREAS, an application for a zone change from R-1 Single Family Residential District / C-2 General Commercial District to R-4 Multiple-Family Residential District has been submitted by Erle Butts and

WHEREAS, said property is identified as County Tax Map 053, parcel 054.00& 055.00, containing 4.34 acres, situated in Civil District 13, located Property fronting on the north frontage of Dover Rd. (US 79) 495 +/- feet east of the Dover Rd. (US 79) & Butts Dr, intersection & north of the Dover Rd. (US 79) & Old Dover Rd. intersection ; and

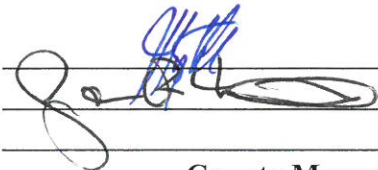
WHEREAS, said property is described as follows:
"SEE EXHIBIT A"

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 September, 2020, that the zone classification of the property of Erle Butts from R-1 / C-2 to R -4 is hereby approved.

Duly passed and approved this 14th day of September, 2020.

**Sponsor
Commissioner
Approved**



County Mayor

Attested: _____
County Clerk

"EXHIBIT A"

Beginning at a point, said point being the southeastern corner of the Turner Montgomery G Sr. Properties as recorded in Vol. 1677, page 2353 ROMCT, said pin being N 84° 46' W for a distance of 142 feet from the centerline intersection of Dover Rd (US Hwy 79) and Old Dover Road, said point being the northern right of way of Dover Road, said point also being the southwestern corner of the herein described parcel; Thence, leaving said Dover Rd and along said Turner Montgomery G Sr property, N 03° 34' 47" E for a distance of 173.46 feet to a point on a line; Thence, continuing along said Turner Montgomery G Sr property, N 06° 16' 34" E for a distance of 141.23 feet to a point on a line, said point being the south east corner of the Barbara Ann Jensen property as described in ORV 493, page 118; Thence, leaving said Turner Montgomery G Sr. property and along said Barbara Ann Jensen property, N 06° 17' 38" E for a distance of 85.04 feet to a point on a line, said point being the south west corner of the Victor Todd Butts property as described in ORV 1654, page 2834, said

point also being the north west corner of the herein described parcel; Thence, leaving said Barbara Ann Jensen property and along said Victor Todd Butts property for the next 2 calls, S 89° 09' 28" E for a distance of 184.34 feet to a point on a line; Thence, N 07° 15' 18" E for a distance of 157.49 feet to a point on a line, said point being the southern property line of the Joseph Nicholson property as described in ORV 1571, page 2600; Thence, leaving said Victor Todd Butts property and along said Joseph Nicholson property for the next 2 calls, N 81° 37' 19" E for a distance of 240.68 feet to a point on a line, said point being the north east corner of the herein described parcel; Thence, S 07° 16' 34" W for a distance of 108.35 feet to a point on a line, said point being the western property line of the Donnie Allison property as described in ORV 591, page 930; Thence, leaving said Victor Todd Butts property and along said Donnie Allison property, S 07° 16' 34" W for a distance of 424.31 feet to the northern right of way of said Dover Rd (US Hwy 79), said point also being the south east corner of the herein described parcel; Thence, leaving said Donnie Allison property and along said Dover Rd right of way for the next 2 calls, S 81° 43' 54" W for a distance of 382.58 feet to the beginning of a curve; Thence, with said curve turning to the right through an angle of 00° 59' 45", having a radius of 1841.66 feet, and whose long chord bears S 84° 11' 58" W for a distance of 32.01 feet to a point of intersection with a non-tangential line said point being the point of beginning, said parcel containing 192,608 Square Feet or 4.42 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, September 14, 2020**. The public hearing will be held on: **Tuesday, September 8, 2020**.

CASE NUMBER: CZ-15-2020

Applicant: Norman C Rawlins Jr. Trust & Angie Rawlins

Agent: Allen Moser

Location: Property fronting on the north & south frontage of Guthrie Hwy. 1,460 +/- feet east of the Guthrie Hwy. & International Blvd. intersection.

Request: AG Agricultural District to
M-2 General Industrial District

County Commission District: 19

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CASE NUMBER: CZ-16-2020

Applicant: Erle Butts

Agent: Chris Blackwell

Location: Property fronting on the north frontage of Dover Rd. (US 79) 495 +/- feet east of the Dover Rd. (US 79) & Butts Dr, intersection & north of the Dover Rd. (US 79) & Old Dover Rd. intersection

Request: R-1 Single Family Residential District / C-2 General Commercial District to
R-4 Multiple-Family Residential District

County Commission District: 10

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE 08/26/2020

CASE NUMBER: CZ - 15 - 2020

NAME OF APPLICANT:Norman C Rawlins Jr.

AGENT: Allen Moser

GENERAL INFORMATION

TAX PLAT: 016

PARCEL(S): 009-00, 009-02,
009-03

ACREAGE TO BE REZONED: 152.42

PRESENT ZONING: AG

PROPOSED ZONING: M-2

EXTENSION OF ZONING

CLASSIFICATION: YES

PROPERTY LOCATION: Property fronting on the north & south frontage of Guthrie Hwy. 1,460 +/- feet east of the Guthrie Hwy. & International Blvd. intersection.

CITY COUNCIL WARD: NA **COUNTY COMMISSION DISTRICT:** 19 **CIVIL DISTRICT:** 2

DESCRIPTION OF PROPERTY: Existing home site and agricultural land with rolling hills & varying topography.

APPLICANT'S STATEMENT Property is adjacent to the Industrial Park. With recent approval of additional adjacent
FOR PROPOSED USE: parcel AG to M-2 the owners are seeking to match surrounding zoning for future
development.

GROWTH PLAN AREA: RA **PLANNING AREA:** Rossview

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

CG&W- No sewer available.

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

No Comment(s) Received

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

No Comment(s) Received

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

Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

9. FT. CAMPBELL:

10. OTHER COMMENTS:

A traffic assessment was submitted for this application.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased traffic, light & noise. Additional potential for heavy truck traffic and the increased intensity of industrial uses.

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Guthrie Hwy.

DRAINAGE COMMENTS: Varies

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

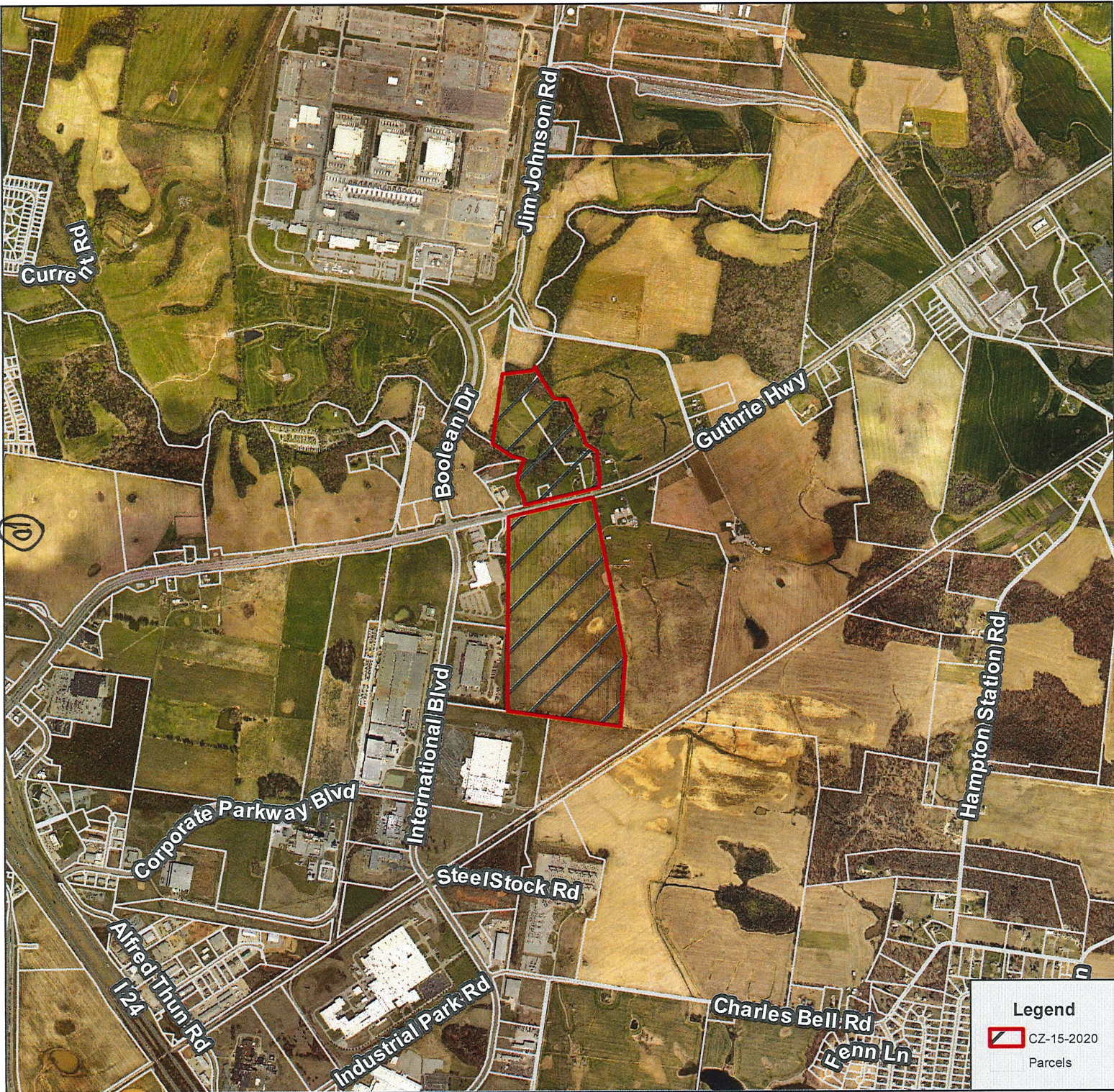
POPULATION:

APPLICABLE LAND USE PLAN

Rossvie 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. The M-2 zoning proposal is an extension of the existing M-2 zoning to the west, east & south. The proposal will also permit the expansion of an established industrial park and area identified in the adopted Land Use Plan & Land Use Opinion Map.
3. The submitted traffic assessment identifies that improvements are needed for Guthrie Hwy. A specific traffic study may be required at the development stage to determine any ROW improvements based upon the proposed development.
4. No adverse environmental issues were identified relative to this request & adequate infrastructure will serve the site.
- 5.

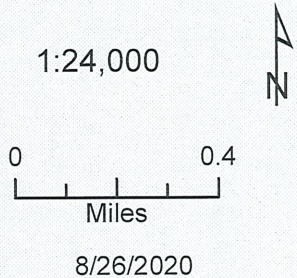


CZ-15-2020

APPLICANT:
NORMAN C RAWLINS JR
TRUST & ANGIE
RAWLINS

REQUEST:
AG
TO
M-2

MAP AND PARCEL
016 00900
016 00902
016 00903
+/- ACRES
152.42





CZ-15-2020

APPLICANT:

**NORMAN C RAWLINS JR
TRUST & ANGIE
RAWLINS**

REQUEST:

AG

TO

M-2

MAP AND PARCEL

016 00900

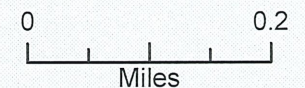
016 00902

016 00903

+/- ACRES


152.42

1:10,000



8/26/2020

Legend

 **CZ-15-2020
Parcels**

CZ-15-2020

APPLICANT:
NORMAN C RAWLINS JR
TRUST & ANGIE
RAWLINS

REQUEST:
AG
TO
M-2

TO

M-2

MAP AND PARCEL

016 00900

016 00902

016 00903

+/- ACRES

152.42

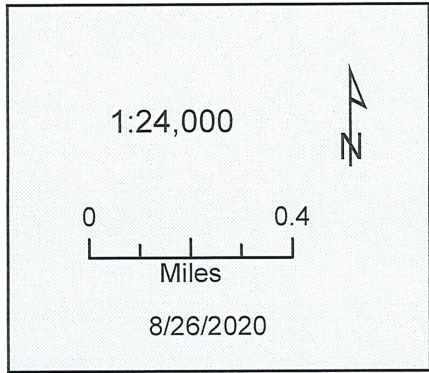
016 00902

016 00902

016 00903

+/- ACRES

152.42



A scale bar labeled "Miles" with markings at 0 and 0.4. The bar is divided into four equal segments by three tick marks, with the first tick mark at 0 and the last at 0.4.

8/26/2020

CASE NUMBER: CZ 15 2020 **MEETING DATE** 08/26/2020

APPLICANT: Norman C Rawlins Jr. Trust & Angie

PRESENT ZONING AG

PROPOSED ZONING M-2

TAX PLAT # 016

PARCEL 009-00, 009-02, 009-03

GEN. LOCATION Property fronting on the north & south frontage of Guthrie Hwy. 1,460 +/- feet east of the Guthrie Hwy. & International Blvd. intersection.

PUBLIC COMMENTS

None received as of 9:30 A.M. on 8/26/2020 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 8/26/2020

CASE NUMBER: CZ - 16 - 2020

NAME OF APPLICANT:Erle Butts

AGENT: Chris Blackwell

GENERAL INFORMATION

TAX PLAT: 053

PARCEL(S): 054.00& 055.00

ACREAGE TO BE REZONED: 4.34

PRESENT ZONING: R-1 C-2

PROPOSED ZONING: R-4

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: Property fronting on the north frontage of Dover Rd. (US 79) 495 +/- feet east of the Dover Rd. (US 79) & Butts Dr, intersection & north of the Dover Rd. (US 79) & Old Dover Rd. intersection

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

DESCRIPTION OF PROPERTY: Two existing single family home sites. Existing structures are in poor condition.

APPLICANT'S STATEMENT To allow the development of town homes.
FOR PROPOSED USE:

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

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Sewer service only for CG&W.
Water service by Woodlawn Utility District.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

No Comment(s) Received

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

No Comment(s) Received

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

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

Woodlawn Elem., New Providence Middle and Northwest High are in the 4th fastest growing region of Montgomery County. Woodlawn Elem. is at 100% capacity & currently has 1 portable classroom. New Providence is at 96% capacity & currently has 1 portable classroom. Northwest High School is at 84% capacity. CMCSS has added an average of 10 portable classrooms each year for the last 4 years. CMCSS has not constructed a school since 2015 & is at it's highest growth rate in 30 years. This continued student growth necessitates additional action to address building capacity growth & school bus transportation needs in Montgomery County. This development will contribute additional students & neither infrastructure, funding, nor processes are in place at this time to address housing development in this region!

9. FT. CAMPBELL:

No comment on the zone change. When developed, request compliance with Sabre Zoning Overlay.

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

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

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Dover Rd. (US 79)

DRAINAGE COMMENTS: Varies

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

51

POPULATION:

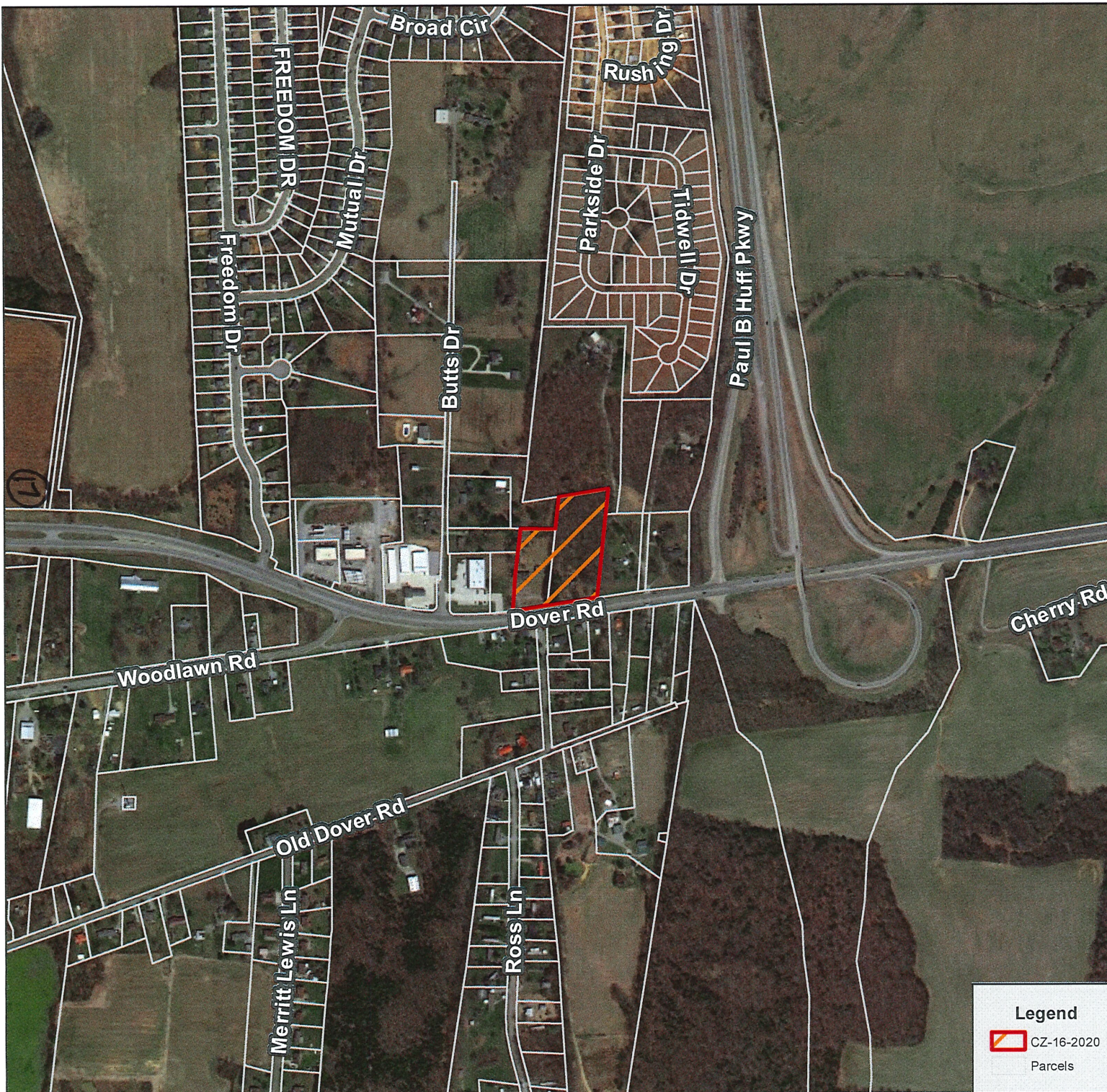
137

APPLICABLE LAND USE PLAN

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

STAFF RECOMMENDATION: **APPROVAL**

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The proposed R-4 Multifamily residential district is not out of character with the established commercial & residential that is in the area.
3. The adopted Land Use Plan states that it is encouraged to maintain a desirable mixture of housing types throughout the community.
4. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.
- 5.



CZ-16-2020

APPLICANT:

ERIE BUTTS

REQUEST:

R-1/C-2

TO

R-4

MAP AND PARCEL

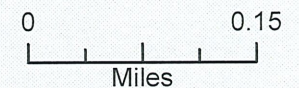
053 05400

053 05500

+/- ACRES


4.34

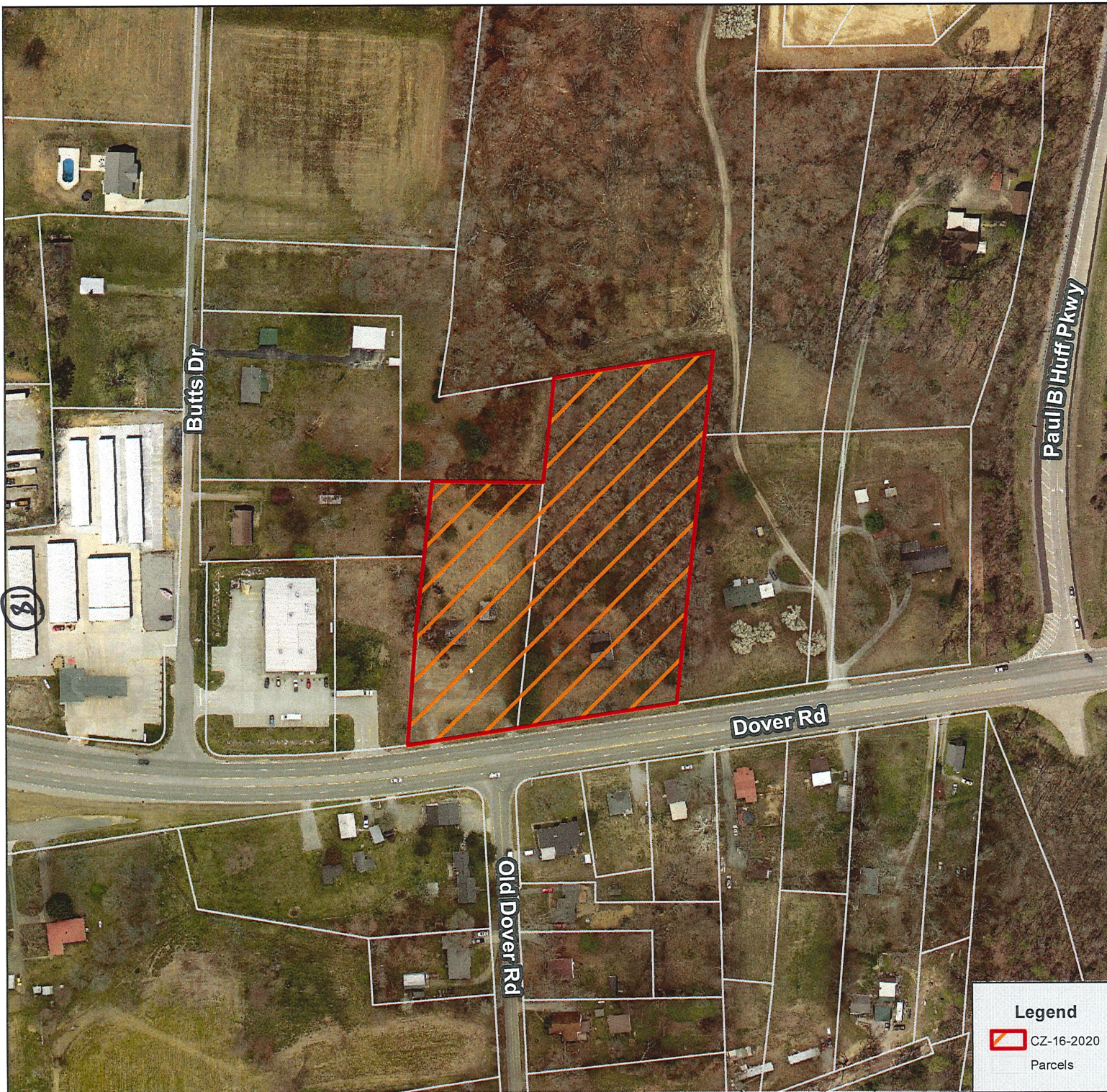
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8/26/2020

Legend

 CZ-16-2020
Parcels



CZ-16-2020

APPLICANT:

ERIE BUTTS

REQUEST:

R-1/C-2

TO

R-4

MAP AND PARCEL


053 05400

053 05500

+/- ACRES

4.34

Legend

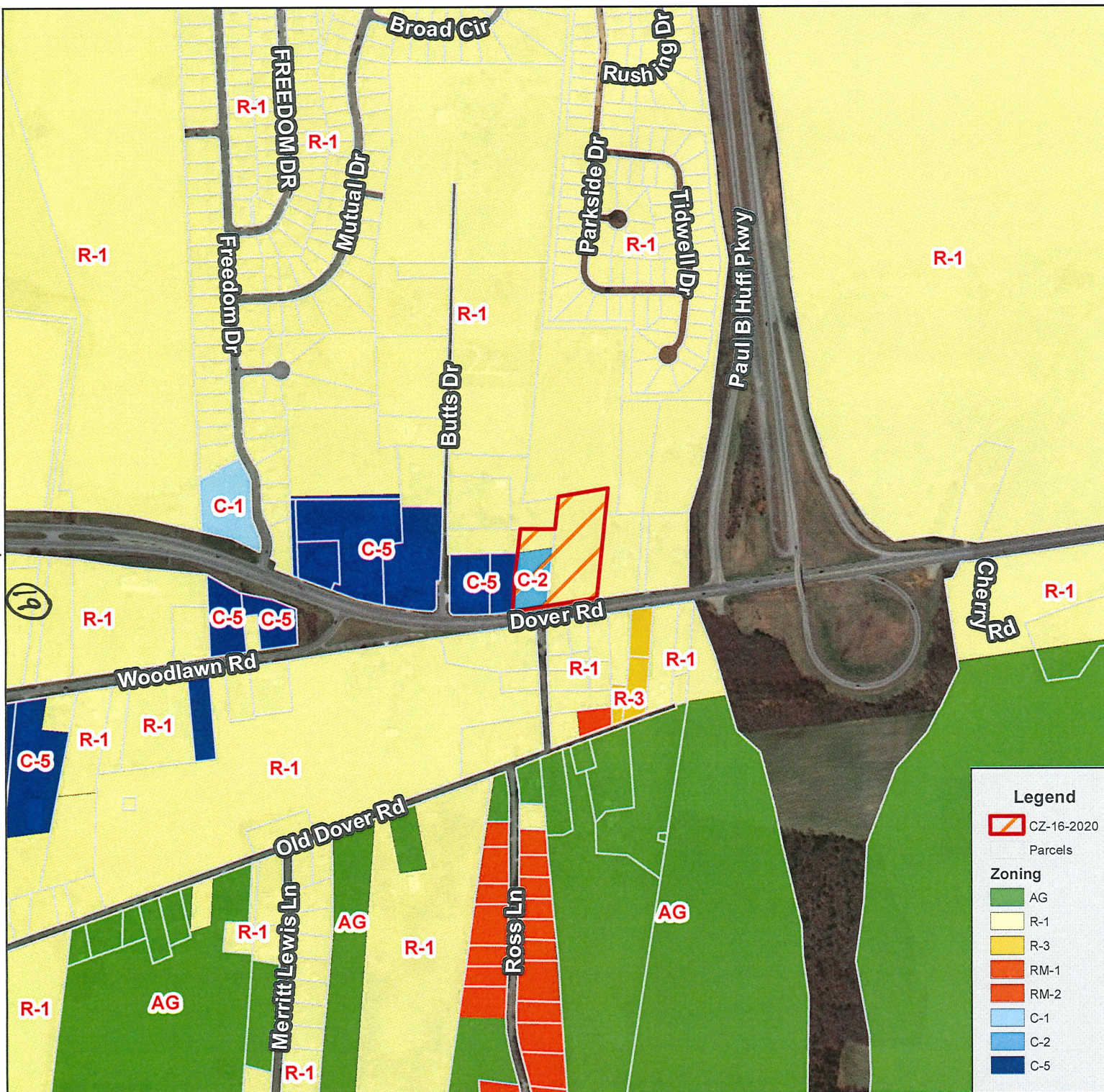
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Parcels

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Miles

8/26/2020





CZ-16-2020

APPLICANT:

ERIE BUTTS

REQUEST:

R-1/C-2

TO

R-4

MAP AND PARCEL

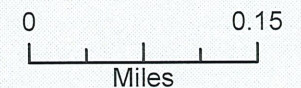
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+/- ACRES

4.34

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8/26/2020

CASE NUMBER: CZ 16 2020 **MEETING DATE** 8/26/2020

APPLICANT: Erle Butts

PRESENT ZONING R-1

PROPOSED ZONING R-4

TAX PLAT # 053

PARCEL 054.00& 055.00

GEN. LOCATION Property fronting on the north frontage of Dover Rd. (US 79) 495 +/- feet east of the
Dover Rd. (US 79) & Butts Dr, intersection & north of the Dover Rd. (US 79) & Old

PUBLIC COMMENTS

None received as of 9:30 A.M. on 8/26/2020 (A.L.)

RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS APPROVING
AMENDMENTS TO THE 2020-21
SCHOOL BUDGET

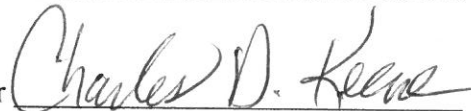
WHEREAS, the proposed amendments to the General Purpose School Fund, Child Nutrition Fund, Transportation Fund, and Extended School Program Fund reflect the most recent estimates of revenues and expenditures, and,

WHEREAS, the Clarksville-Montgomery County Board of Education has studied the attached amendments and approved them on August 11, 2020, for recommendation to the Montgomery County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in Regular Business Session on this 14th day of September, 2020, that the 2020-21 School Budget be amended as per the attached schedules.

Sponsor 

Commissioner



Approved _____

County Mayor

Attested _____

County Clerk

Clarksville-Montgomery County School System

General Purpose School Fund Budget

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
Estimated Revenues				
Local Revenues				
Current Property Tax	28,002,813	28,002,813	-	28,002,813
Trustees Collection - Prior Years	500,000	500,000	-	500,000
Trustees Collection - Bankruptcy	10,000	10,000	-	10,000
Cir. Clk/Clk Mastr Coll	316,245	316,245	-	316,245
Interest & Penalties	200,000	200,000	-	200,000
Payments In Lieu of Taxes (Utility)	577,493	577,493	-	577,493
Local Option Sales Tax	59,120,695	60,778,378	-	60,778,378
Wheel Tax	5,151,000	5,151,000	-	5,151,000
Business Tax	800,000	800,000	-	800,000
Mixed Drink Tax	400,000	400,000	-	400,000
Bank Excise Tax	161,000	161,000	-	161,000
Archives & Records Management Fee	7,800	7,800	-	7,800
Tuition - Other	98,000	98,000	-	98,000
School Based Health Program	62,900	62,900	-	62,900
Criminal Background Fee	36,300	36,300	-	36,300
Other charges for services	330,000	330,000	-	330,000
Lease/Rentals	138,000	138,000	-	138,000
E-Rate Funding	295,947	295,947	-	295,947
Misc. Refund - Other	52,000	52,000	-	52,000
Sale of Equipment	500,000	500,000	-	500,000
Damages from Individuals	3,435	3,435	-	3,435
Contributions & Gifts	26,200	26,200	-	26,200
Other Local Revenue	6,000	6,000	-	6,000
Total Local Revenues	96,795,828	98,453,511	-	98,453,511

<p align="center">Clarksville-Montgomery County School System General Purpose School Fund Budget</p>

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
State Revenues				
Basic Education Program	191,536,360	189,477,360	-	189,477,360
Early Childhood Education	1,840,910	1,840,910	-	1,840,910
Career Ladder Program	307,300	307,300	-	307,300
Income Tax	175,000	175,000	-	175,000
Total State Revenues	193,859,570	191,800,570	-	191,800,570
Federal Revenues				
Public Law 874 (Impact Aid)	1,790,633	1,790,633	-	1,790,633
JROTC	693,600	693,600	-	693,600
Contributions	22,000	22,000	-	22,000
Adult Literacy	31,494	31,494	-	31,494
Total Federal Revenues	2,537,727	2,537,727	-	2,537,727
Non-Revenue Sources				
Capital Lease Proceeds	3,796,350	3,796,350	-	3,796,350
Insurance Recovery	1,000	1,000	-	1,000
Operating Transfers	1,118,406	1,118,406	-	1,118,406
Total Non-Revenue Sources	4,915,756	4,915,756	-	4,915,756
Total Revenues	298,108,881	297,707,564	-	297,707,564

Clarksville-Montgomery County School System General Purpose School Fund Budget

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<i>Beginning Reserves and Fund Balance</i>					
Reserve for On-The-Job Injury	402,218	402,218	-	402,218	
Reserve for Property & Liability	781,000	781,000	-	781,000	
Reserve for BEP	-	-	-	-	
Reserve for Career Ladder	61,967	61,967	(62,793)	-826	Actual Reserve as of 6/30/20
Assign for Education - Munis	-	0	0	-	
Assign for Education - School Bus	1,609,500	1,609,500		1,609,500	
Assign for Technology Equipment, Purchases and Leases	1,033,000	1,033,000		1,033,000	
Total Reserves	3,887,685	3,887,685	(62,793)	3,824,892	
Beginning Fund Balance	20,086,347	20,086,347	6,665,897	26,752,244	Actual Fund Balance as of 6/30/20
Total Reserves and Fund Balance	23,974,032	23,974,032	6,603,104	30,577,136	
Total Available Funds	322,082,913	321,681,596	6,603,104	328,284,700	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
Expenditures (Appropriations)				
71100 - Regular Instruction				
Salaries	102,859,120	102,859,120	-	102,859,120
Employee Benefits	36,534,572	36,534,572	-	36,534,572
Contracted Services	1,649,694	1,649,694	-	1,649,694
Supplies and Materials	5,571,950	5,571,950	-	5,571,950
Equipment	59,000	59,000	-	59,000
Student Fee Waivers	25,582	25,582	-	25,582
Total 71100 - Regular Instruction	146,699,918	146,699,918	-	146,699,918
71150 - Alternative School				
Salaries	885,468	885,468	-	885,468
Employee Benefits	356,150	356,150	-	356,150
Contracted Services	4,600	4,600	-	4,600
Supplies and Materials	3,000	3,000	-	3,000
Total 71150 - Alternative School	1,249,218	1,249,218	-	1,249,218
71200 - Special Education				
Salaries	26,927,138	26,927,138	-	26,927,138
Employee Benefits	9,911,030	9,911,030	-	9,911,030
Contracted Services	153,000	153,000	182,705	335,705
Supplies and Materials	85,000	85,000	58,941	143,941
Equipment	10,000	10,000	-	10,000
Total 71200 - Special Education	37,086,168	37,086,168	241,646	37,327,814

Re-establish high cost reimbursement funds

Re-establish high cost reimbursement funds

<p align="center">Clarksville-Montgomery County School System General Purpose School Fund Budget</p>

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
71300 - Vocational Education				
Salaries	4,377,161	4,377,161	-	4,377,161
Employee Benefits	1,536,512	1,536,512	-	1,536,512
Contracted Services	9,400	9,400	-	9,400
Supplies and Materials	508,855	508,855	-	508,855
Equipment	140,000	140,000	-	140,000
Total 71300 - Vocational Education	6,571,928	6,571,928	-	6,571,928
72110 - Student Services				
Salaries	691,241	691,241	-	691,241
Employee Benefits	215,074	215,074	-	215,074
Contracted Services	7,360	7,360	-	7,360
Supplies and Materials	10,400	10,400	-	10,400
Staff Development	7,000	7,000	-	7,000
Total 72110 - Student Services	931,075	931,075	-	931,075
72120 - Health Services				
Salaries	1,469,879	1,469,879	-	1,469,879
Employee Benefits	579,833	579,833	-	579,833
Contracted Services	1,200	1,200	-	1,200
Supplies and Materials	33,795	33,795	-	33,795
Equipment	29,150	29,150	-	29,150
Total 72120 - Health Services	2,113,857	2,113,857	-	2,113,857

<p align="center">Clarksville-Montgomery County School System General Purpose School Fund Budget</p>

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72130 - Other Student Support					
Salaries	8,464,554	8,464,554	-	8,464,554	
Employee Benefits	2,767,107	2,767,107	-	2,767,107	
Contracted Services	462,443	462,443	91,800	554,243	Athletic trainers
Supplies and Materials	6,200	6,200	-	6,200	
Staff Development	10,000	10,000	-	10,000	
Other	1,200	1,200	-	1,200	
Total 72130 - Other Student Support	11,711,504	11,711,504	91,800	11,803,304	
72210 - Regular Instruction Support					
Salaries	10,599,143	10,599,143	(165,000)	10,434,143	Move funds for PPE in 72901
Employee Benefits	3,660,124	3,660,124	-	3,660,124	
Contracted Services	450,520	450,520	-	450,520	
Supplies and Materials	1,086,556	1,086,556	-	1,086,556	
Equipment	5,000	5,000	-	5,000	
Staff Development	897,472	897,472	-	897,472	
Other	21,000	21,000	-	21,000	
Total 72210 - Regular Instruction Support	16,719,815	16,719,815	(165,000)	16,554,815	
72215 - Alternative School Support					
Salaries	23,408	23,408	-	23,408	
Employee Benefits	5,079	5,079	-	5,079	
Total 72215 - Alternative School Support	28,487	28,487	-	28,487	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72220 - Special Education Support					
Salaries	2,072,650	2,072,650	-	2,072,650	
Employee Benefits	684,286	684,286	-	684,286	
Contracted Services	179,800	179,800	18,054	197,854	Re-establish high cost reimbursement funds
Supplies and Materials	180,301	180,301	50,000	230,301	Re-establish high cost reimbursement funds
Staff Development	20,500	20,500	-	20,500	
Total 72220 - Special Education Support	3,137,537	3,137,537	68,054	3,205,591	
72230 - Vocational Education Support					
Salaries	128,083	128,083	-	128,083	
Employee Benefits	23,735	23,735	-	23,735	
Supplies and Materials	600	600	-	600	
Staff Development	2,000	2,000	-	2,000	
Total 72230 - Vocational Education Support	154,418	154,418	-	154,418	
72250 - Technology					
Salaries	1,271,934	1,271,934	-	1,271,934	
Employee Benefits	407,112	407,112	-	407,112	
Contracted Services	1,672,865	1,672,865	480,000	2,152,865	Internet connectivity
Supplies and Materials	3,213,377	3,213,377	-	3,213,377	
Equipment	5,031,350	5,031,350	-	5,031,350	
Staff Development	34,460	34,460	-	34,460	
Total 72250 - Technology	11,631,098	11,631,098	480,000	12,111,098	
72260 - Adult Education Support					
Salaries	248,381	248,381	-	248,381	
Employee Benefits	61,353	61,353	-	61,353	
Total 72260 - Adult Education Support	309,734	309,734	-	309,734	

<p align="center">Clarksville-Montgomery County School System General Purpose School Fund Budget</p>

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
72310 - Board of Education				
Salaries	70,722	70,722	-	70,722
Employee Benefits	1,343,700	1,343,700	-	1,343,700
Contracted Services	298,300	298,300	-	298,300
Insurance Premiums	1,106,287	1,089,047	-	1,089,047
Trustee's Commission	1,301,705	1,301,705	-	1,301,705
Staff Development	19,500	19,500	-	19,500
Background Investigations/Prof. Dev.	95,000	95,000	-	95,000
Community Relations	500	500	-	500
Total 72310 - Board of Education	4,235,714	4,218,474	-	4,218,474
72320 - Director of Schools				
Salaries	597,226	597,226	-	597,226
Employee Benefits	168,488	168,488	-	168,488
Contracted Services	72,540	72,540	-	72,540
Supplies and Materials	3,650	3,650	-	3,650
Equipment	1,500	1,500	-	1,500
Staff Development	21,250	21,250	-	21,250
Total 72320 - Director of Schools	864,654	864,654	-	864,654
72320 - Printing and Communications				
Salaries	560,830	560,830	-	560,830
Employee Benefits	228,707	228,707	-	228,707
Contracted Services	74,650	74,650	-	74,650
Supplies and Materials	60,776	60,776	-	60,776
Equipment	26,820	26,820	-	26,820
Staff Development	27,982	27,982	-	27,982
Total 72320 - Printing and Communications	979,765	979,765	-	979,765

<p align="center">Clarksville-Montgomery County School System General Purpose School Fund Budget</p>

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
72410 - Office of the Principal				
Salaries	14,857,964	14,857,964	-	14,857,964
Employee Benefits	5,849,578	5,849,578	-	5,849,578
Contracted Services	30,200	30,200	-	30,200
Equipment	25,000	25,000	-	25,000
Staff Development	39,000	39,000	-	39,000
Total 72410 - Office of the Principal	20,801,742	20,801,742	-	20,801,742
72510 - Business Affairs				
Salaries	1,893,436	1,893,436	-	1,893,436
Employee Benefits	742,857	742,857	-	742,857
Contracted Services	73,699	73,699	-	73,699
Supplies and Materials	20,180	20,180	-	20,180
Equipment	5,800	5,800	-	5,800
Staff Development	16,619	16,619	-	16,619
Total 72510 - Business Affairs	2,752,591	2,752,591	-	2,752,591
72520 - Human Resources				
Salaries	2,000,563	2,000,563	-	2,000,563
Employee Benefits	648,335	648,335	-	648,335
Contracted Services	126,830	126,830	-	126,830
Supplies and Materials	48,700	48,700	-	48,700
Equipment	181,200	1,200	-	1,200
Staff Development	16,325	16,325	-	16,325
Total 72520 - Human Resources	3,021,953	2,841,953	-	2,841,953

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
72610 - Operation of Plant				
Salaries	6,400,116	6,400,116	-	6,400,116
Employee Benefits	3,075,372	3,075,372	-	3,075,372
Contracted Services	792,950	792,950	-	792,950
Supplies and Materials	657,845	657,845	-	657,845
Equipment	210,000	210,000	-	210,000
Utilities	6,618,329	6,618,329	-	6,618,329
Insurance Premiums	498,381	556,732	-	556,732
Staff Development	10,000	10,000	-	10,000
Total 72610 - Operation of Plant	18,262,993	18,321,344	-	18,321,344
72620 - Maintenance of Plant				
Salaries	3,032,361	3,032,361	-	3,032,361
Employee Benefits	1,390,493	1,390,493	-	1,390,493
Contracted Services	1,172,497	1,172,497	-	1,172,497
Supplies and Materials	1,346,315	1,346,315	-	1,346,315
Equipment	23,000	23,000	-	23,000
Insurance Premiums	62,037	56,762	-	56,762
Staff Development	10,000	10,000	-	10,000
Total 72620 - Maintenance of Plant	7,036,703	7,031,428	-	7,031,428
72901 - COVID-19 Expenditures				
Supplies and Materials	-	220,000	165,000	385,000
Equipment	-	-	1,000,000	1,000,000
Total 72901	-	220,000	1,165,000	1,385,000
73400 - Early Childhood Education				
Salaries	1,672,210	1,672,210	-	1,672,210
Employee Benefits	714,851	714,851	-	714,851
Contracted Services	2,500	2,500	-	2,500
Supplies and Materials	22,500	22,500	-	22,500
Equipment	12,500	12,500	-	12,500
Staff Development	6,000	6,000	-	6,000
Total 73400 - Early Childhood Education	2,430,561	2,430,561	-	2,430,561

For PPE supplies from 72210

For protective equipment

<p align="center">Clarksville-Montgomery County School System General Purpose School Fund Budget</p>

	2020-21 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
82130 - Debt Service					
Principal Payments	6,885,273	6,885,273	-	6,885,273	
Total 82130 - Debt Service	6,885,273	6,885,273	-	6,885,273	
82230 - Debt Service					
Lease Interest Payments	348,251	348,251	-	348,251	
Total 82230 - Debt Service	348,251	348,251	-	348,251	
99100 - Interfund Transfers					
	508,812	508,812	-	508,812	
Total 99100 - Interfund Transfers	508,812	508,812	-	508,812	
Total Expenditures	306,473,769	306,549,605	1,881,500	308,431,105	
Ending Reserves and Fund Balance					
Fund Balance	9,374,459	9,298,623	4,784,397	14,083,020	Projected fund balance at 6/30/21
On-The-Job Injury Reserve	402,218	402,218	-	402,218	
Property & Liability Insurance Reserve	781,000	781,000	-	781,000	
BEP Reserve	-	-	-	-	
Career Ladder Reserve	61,967	61,967	-62,793	-826	Projected reserve at 6/30/21
Assign for Education - Munis Systems	-	0	0	-	
Assign for Education - School Bus Replacements	509,500	509,500	0	509,500	
Assign for Technology	4,480,000	4,078,683	0	4,078,683	
Equipment, Purchases and Leases					
Total Reserves and Fund Balance	15,609,144	15,131,991	4,721,604	19,853,595	
Total Expenditures, Reserves and Fund Balance	322,082,913	321,681,596	6,603,104	328,284,700	

Clarksville-Montgomery County School System Child Nutrition Fund Budget

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Amended Budget
Estimated Revenues				
Local Revenues				
43521 Lunch Payments - Children	3,527,338	3,527,338	-	3,527,338
43522 Lunch Payments - Adults	170,960	170,960	-	170,960
43523 Income from Breakfast	178,637	178,637	-	178,637
43525 Ala Carte Sales	1,257,355	1,257,355	-	1,257,355
43990 Contract Services	30,000	30,000	-	30,000
44110 Interest Earned	23,767	23,767	-	23,767
44130 Sale of Materials & Supplies	38,933	38,933	-	38,933
44170 Miscellaneous Refund	509	509	-	509
44530 Sale of Equipment	10,000	10,000	-	10,000
Total Local Revenues	5,237,499	5,237,499	-	5,237,499
State Revenues - BEP				
46520 School Food Service	157,834	157,834	-	157,834
Total State Revenues	157,834	157,834	-	157,834
Federal Revenues				
47111 Section 4 - Lunch Funds	8,869,147	8,869,147	-	8,869,147
47112 USDA - Commodities	1,300,000	1,300,000	-	1,300,000
47113 Breakfast Reimbursement	3,434,890	3,434,890	-	3,434,890
Total Federal Revenues	13,604,037	13,604,037	-	13,604,037
Total Revenues	18,999,370	18,999,370	-	18,999,370
Beginning Fund Balance	6,028,923	6,028,923	285,797	6,314,720
Total Available Funds				
	25,028,293	25,028,293	285,797	25,314,090

Actual Fund Balance at 6/30/19

Clarksville-Montgomery County School System Child Nutrition Fund Budget

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Amended Budget
<i>Expenditures (Appropriations)</i>				
73100 - Food Service				
Salaries	6,160,730	6,160,730	-	6,160,730
Employee Benefits	2,799,899	2,799,899	-	2,799,899
Contracted Services	713,723	713,723	-	713,723
Supplies and Materials	9,413,833	9,413,833	-	9,413,833
Utilities	797,671	797,671	-	797,671
Insurance Premiums	8,000	8,000	-	8,000
Other Charges	18,082	18,082	-	18,082
Equipment	283,500	283,500	-	283,500
Total 73100 - Food Service	20,195,438	20,195,438	-	20,195,438
Total Expenditures	20,195,438	20,195,438	-	20,195,438
Ending Fund Balance	4,832,855	4,832,855	285,797	5,118,652
Total Expenditures and Fund Balance	25,028,293	25,028,293	285,797	25,314,090

Projected fund balance at 6/30/21

Clarksville-Montgomery County School System

Transportation Fund Budget

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<u>Estimated Revenues</u>					
<u>Local Revenues</u>					
Current Property Tax	1,966,800	1,966,800	-	1,966,800	
Trustees Collection - Prior Years	45,000	45,000	-	45,000	
Trustees Collection - Bankruptcy	1,000	1,000	-	1,000	
Circuit Clerk	23,000	23,000	-	23,000	
Interest & Penalties	15,000	15,000	-	15,000	
Payments In Lieu of Taxes (Utility)	46,480	46,480	-	46,480	
Bank Excise Tax	9,000	9,000	-	9,000	
Sale of Materials & Supplies	2,000	2,000	-	2,000	
Sale of Recycled Materials	1,000	1,000	-	1,000	
Misc. Refund - Other	22,000	22,000	-	22,000	
Sale of Equipment	40,000	40,000	-	40,000	
Damages from Individuals	1,000	1,000	-	1,000	
Total Local Revenues	2,172,280	2,172,280	-	2,172,280	
<u>State Revenues - BEP</u>					
Basic Education Program	11,279,100	11,279,100	-	11,279,100	
Other State Grants	312,500	312,500	-	312,500	
Total State Revenues - BEP	11,591,600	11,591,600	-	11,591,600	
<u>Federal Revenues</u>					
Educ. of the Handicapped Act	1,291,137	1,291,137	-	1,291,137	
Total Federal Revenues	1,291,137	1,291,137	-	1,291,137	
Total Revenues	15,055,017	15,055,017	-	15,055,017	
Beginning Fund Balance	2,322,319	2,322,319	1,088,701	3,411,020	Actual fund balance at 6/30/20
Total Available Funds	17,377,336	17,377,336	1,088,701	18,466,037	

Clarksville-Montgomery County School System Transportation Fund Budget

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<u>Expenditures (Appropriations)</u>					
72310 - Board of Education					
Trustee's Commission	46,667	46,667	-	46,667	Based on expenses to date
Total 72310 - Board of Education	46,667	46,667	-	46,667	
72710 - Transportation					
Salaries	8,863,907	8,863,907	-	8,863,907	
Employee Benefits	3,952,893	3,952,893	-	3,952,893	
Contracted Services	517,700	517,700	-	517,700	
Supplies and Materials	1,666,502	1,666,502	-	1,666,502	
Equipment	1,683,000	1,683,000	-	1,683,000	
Insurance Premiums	115,213	115,213	-	115,213	
Staff Development	25,000	25,000	-	25,000	
Total 72710 - Transportation	16,824,215	16,824,215	-	16,824,215	
Total Expenditures	16,870,882	16,870,882	-	16,870,882	
Ending Fund Balance	506,454	506,454	1,088,701	1,595,155	Projected fund balance as of 6/30/21
Total Expenditures and Fund Balance	17,377,336	17,377,336	1,088,701	18,466,037	

<p align="center">Clarksville-Montgomery County School System Extended School Program Fund</p>

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<u>Estimated Revenues</u>					
<u>Local Revenues</u>					
Tuition - Summer School	135,000	135,000	-	135,000	
Tuition - Credit Recovery	40,000	40,000	-	40,000	
Total Local Revenues	175,000	175,000	-	175,000	
Total Revenues	175,000	175,000	-	175,000	
Beginning Fund Balance	171,455	171,455	16,695	188,150	Actual fund balance as of 6/30/2020
Total Available Funds	346,455	346,455	16,695	363,150	
<u>Expenditures (Appropriations)</u>					
71100 - Regular Instruction					
Salaries	96,800	96,800	-	96,800	
Employee Benefits	17,919	17,919	-	17,919	
Contracted Services	40,525	40,525	-	40,525	
Total 71100 - Regular Instruction	155,244	155,244	-	155,244	
72310 - Board of Education					
Trustee's Commission	600	600	-	600	
Total 72310 - Board of Education	600	600	-	600	
72410 - Office of the Principal					
Salaries	25,000	25,000	-	25,000	
Employee Benefits	4,571	4,571	-	4,571	
Total 72410 - Office of the Principal	29,571	29,571	-	29,571	

<p align="center">Clarksville-Montgomery County School System Extended School Program Fund</p>

CMCSS

	2020-2021 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Total Expenditures	185,415	185,415	-	185,415	
Ending Fund Balance	161,040	161,040	16,695	177,735	Projected fund balance as of 6/30/2021
Total Expenditures and Fund Balance	346,455	346,455	16,695	363,150	

**RESOLUTION TO ACCEPT AND APPROPRIATE FUNDS FOR A FEDERAL
EMERGENCY MANAGEMENT AND THE DEPARTMENT OF HOMELAND
SECURITY FY2020 ASSISTANCE TO FIREFIGHTERS GRANT – COVID-19
SUPPLEMENTAL IN THE COUNTY GENERAL FUND**

WHEREAS, Montgomery County Volunteer Fire Service, applied for a grant through the Federal Emergency Management Agency and the Department of Homeland Security FY2020 Assistance to Firefighters Grant COVID-19 Supplemental to purchase Self Contained Breathing Apparatus (SCBA) Mask; and

WHEREAS, on July 15, 2020, Montgomery County Volunteer Fire Service was notified that the grant application had been approved in the amount of \$41,625.00, federal share is 90% or \$37,840.91 of the approved amount, and the County's share is 10% or \$3,784.09; and

WHEREAS, the proceeds from the grant will be used to purchase 185 each of MSA G1 Face piece Respirators for MSA G1 Self Contained Breathing Apparatus; and

WHEREAS, this purchase will enable each firefighter to have their own SCBA mask, thus preventing possible cross contamination of firefighters sharing masks; and

WHEREAS, the grant period begins July 13, 2020 and expires July 12, 2021 and the grant will not require any continued funding after the expiration.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 14th day of September 2020 that the following appropriation be approved as follows:

101-54310-00000-54-47235-G2140	Homeland Security Grants	(\$37,840.91)
101-54310-00000-54-57900-G2140	Other Equipment	\$41,625.00

Duly passed and approved this 14th day of September 2020.

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**RESOLUTION TO AMEND THE BUDGET TO ACCEPT GRANT FUNDS
FROM THE STATE OF TENNESSEE, DEPARTMENT OF STATE, DIVISION OF
ELECTIONS USING GRANTS AUTHORIZED BY THE CARES ACT**

WHEREAS, the State of Tennessee has awarded funds to be used for the Montgomery County Election Commission to prevent, prepare for, and respond to the coronavirus; and

WHEREAS, the amount not to exceed \$177,366 has been awarded to Montgomery County Election Commission will be used to fund additional salaries and supplies needed to secure the November election; and

WHEREAS, there are no matching dollars required for the acceptance of this grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Montgomery County, Tennessee, meeting this 14th day of September 2020, that Montgomery County hereby accepts \$177,366 from the State of Tennessee for the purposes herein stated and detailed as follows:

Other Federal Revenue	101-51500-00000-51-47590-G2130	<\$177,366.00>
Temporary Personnel	101-51500-00000-51-51680-G2130	59,050.00
Overtime	101-51500-00000-51-51870-G2130	5,000.00
Social Security	101-51500-00000-51-52010-G2130	3,972.00
Medicare	101-51500-00000-51-52120-G2130	929.00
Other Contracted Services	101-51500-00000-54-53990-G2130	51,710.00
Other Supplies and Materials	101-51500-00000-54-54990-G2130	51,705.00
Other Equipment	101-51500-00000-54-57900-G2130	5,000.00

Duly passed and approved this the 14th day of September 2020.

Sponsor

Elizabeth Black

Commissioner

Charles D. Keene

Approved

County Mayor

Attest

County Clerk

**RESOLUTION TO ACCEPT AND APPROPRIATE FUNDS
FROM THE STATE OF TENNESSEE DEPARTMENT OF FINANCE AND
ADMINISTRATION OFFICE OF CRIMINAL JUSTICE PROGRAMS FOR
THE MENTAL HEALTH TRANSPORT GRANT PROGRAM**

WHEREAS, the Tennessee 111th General Assembly, subject to annual appropriations, enacted Public Chapter 512, established a grant program to assist sheriffs required to transport persons to a hospital for emergency mental health transport under TCA 33-6-406; and

WHEREAS, the department of Finance and Administration, has awarded the Montgomery County Sheriff's Office a grant award in the amount of \$446,772.00; and

WHEREAS, the sheriff may contract with one (1) or more third parties or other law enforcement agencies to transport persons to a hospital or treatment resource and be designated a secondary transportation agent pursuant to TCA § 33-6-901; and

WHEREAS, the Montgomery County Sheriff's Office requests approval from the Montgomery County legislative body to accept these grant funds for \$446,772.00 from the State of Tennessee Mental Health Transport Grant, for the period to end June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session this the 14th day of September, 2020, that Montgomery County accept the grant funds in the amount of \$446,772.00 from the State of Tennessee, Office of Criminal Justice Programs, Mental Health Transport Grant Program.

BE IT FUTHER RESOLVED that the Director of Accounts and Budgets amend the Sheriff's Office budget accordingly:

REVENUE	101-54110-00000-54-46290-G2110	<\$446,772.00>
CONTRACTS - PRIVATE AGENCIES	101-54110-00000-54-53120-G2110	\$446,772.00

Duly passed and approved this the 14th day of September 2020.

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

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

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance has awarded \$59,459 for the 2019 JAG award period, to be divided between the City of Clarksville and Montgomery County for various law enforcement projects including communication services and associated communication equipment; and

WHEREAS, the divided amount of \$17,838.00 to Montgomery County will support the continued use of mobile data services and equipment, to access information in field environments; and


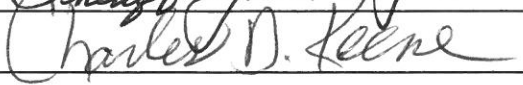
WHEREAS, Resolution 19-12-3, *Resolution to Adopt an Interlocal Agreement between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds*, states that the City of Clarksville is the grantee and will pass a portion of these funds as stipulated above to Montgomery County, the sub-recipient.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Montgomery County, Tennessee, meeting this the 14th day of September 2020, that Montgomery County hereby accepts \$17,838.00 from the United States Department of Justice, Bureau of Justice Assistance for the purposes herein stated and detailed as follows:

Other Federal Revenue	101-54110-00000-54-47590-G2060	<\$17,838.00>
Communication Services	101-54110-00000-54-53070-G2060	\$12,000.00
Communication Equipment	101-54110-00000-54-57080-G2060	\$ 5,838.00

NOW THEREFORE, BE IT FURTHER RESOLVED that there is no required match, an inter-agency agreement between the City of Clarksville and Montgomery County has been legally adopted and there is no requirement that these projects be continued under the terms of the block grant at its expiration. This resolution shall take effect upon its adoption.

Duly passed and approved this the 14th day of September 2020.

Sponsor 
 Commissioner 
 Approved _____
 County Mayor

Attested _____
 County Clerk

**RESOLUTION TO ADOPT AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CLARKSVILLE AND MONTGOMERY COUNTY FOR JOINT
FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE (JAG) OF THE UNITED
STATES DEPARTMENT OF JUSTICE ON A JOINT AWARD OF
FEDERAL BYRNE JUSTICE ASSISTANCE GRANT FUNDS**

WHEREAS, the United States Department of Justice Bureau of Justice Assistance has awarded \$58,694.00 for federal fiscal year 2020 to be divided between the City of Clarksville and Montgomery County to support various mobile data and automation projects; and

WHEREAS, the City of Clarksville has agreed to provide Montgomery County \$17,608.20, without any matching requirements, from the Bureau of Justice Assistance Grant, and be expended in accordance with grant guidance.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session this the 14th day of September, 2020, that Montgomery County hereby accepts \$17,608.20 from the United States Department of Justice, Bureau of Justice Assistance for the purposes herein stated and detailed in the MOU between the City of Clarksville and Montgomery County.

Other Federal Revenue	101-54110-00000-54-47590-G2160	<\$17,608.20>
Communication Services	101-54110-00000-54-53070-G2160	\$12,000.00
Communication Equipment	101-54110-00000-54-57080-G2160	\$ 5,000.00
Software	101-54110-00000-54-54710-G2160	\$ 608.20

Duly passed and approved this 14th day of September 2020.

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE, TN AND
THE COUNTY OF MONTGOMERY, TN
REGARDING THE
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ____ day of _____, 2020, by and between The COUNTY of Montgomery acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Clarksville acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Montgomery County, State of Tennessee, witnesseth:

WHEREAS, the CITY receives a direct award based on violent crime data but the COUNTY does not qualify for a direct award. The two agencies are considered disparate jurisdictions since the COUNTY provides criminal justice services to the CITY, thus requiring the CITY to share its allocation with the COUNTY; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$17,608.20 from the 2020 JAG award for the Law Enforcement Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to reimburse COUNTY a total of \$17,608.20 of 2020 JAG funds based upon expenditure records supplied by the COUNTY to the CITY.

Section 2.

COUNTY agrees to use \$17,608.20 for the Law Enforcement Program no later than September 30, 2023.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

Section 5.

The CITY shall serve as Applicant, Primary Grantee and Fiscal Agent for the 2020 JAG Program Application. The COUNTY is a subrecipient and subject to subrecipient monitoring by the CITY as required under the grant. The CITY shall advise the COUNTY of balance available information on a periodic basis, and shall prepare all reports. The COUNTY shall submit claims/requests for distribution of COUNTY share of funds to the CITY for payment processing and provide such summary information as may be required for periodic reports.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9.

This interlocal agreement will become effective upon adoption of enabling resolutions by the governing bodies of both the COUNTY and the CITY, at which time the applicant shall proceed to accept the JAG grant award.

For the CITY OF CLARKSVILLE, TN:

Joe Pitts, Mayor

Date

For the COUNTY OF MONTGOMERY, TN

Jim Durrett, Mayor

Date

**RESOLUTION TO APPROPRIATE FUNDS FROM
SEXUAL OFFENDER REGISTRY RESERVE**

WHEREAS, the Montgomery County Sheriff's Office is required by law, to maintain a Sex Offender Registry program, which includes collecting fees from registrants that can be used to fund the operation of the registry; and

WHEREAS, Montgomery County holds these funds in reserve to be appropriated by the County Commission upon request; and

WHEREAS, the Sex Offender Registry program has identified the need to equip deputies that are responsible for registering, monitoring, and conducting compliance investigations with body worn cameras.

NOW THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular business session on this 14th day of September 2020 in Montgomery County Tennessee, hereby accepts transfer of \$7,815.00 from the Sexual Offender Reserve account to the Sexual Offender expenditure account.

RESERVES	101-54160-00000-54-34157	<\$7,815.00>
OTHER CAPITAL	101-54160-00000-54-57990	\$7,815.00

Duly passed and approved this 14th day of September 2020.

Sponsor

Sheriff John S. Fron

Commissioner

Charles D. Keene

Approved

County Mayor

Attested

County Clerk

**RESOLUTION TO AUTHORIZING MONTGOMERY COUNTY
TO ENTER INTO A FARM LEASE AGREEMENT FOR THE PURPOSES
OF MAINTAINING CERTAIN PORTIONS OF THE
PUBLIC SAFETY TRAINING COMPLEX**

WHEREAS, Montgomery County, Tennessee, owns real property at 2275 Dotsonville Road, also known as the Public Safety Training Complex (PSTC); and

WHEREAS, the PSTC master plan indicates that approximately 43 acres, suitable for crop production, will remain undeveloped for at least the next three years; and

WHEREAS, Montgomery County, Tennessee, desires to enter into a three-year lease agreement whereby the lessor may use the area to produce crops as agreed upon in a request for proposal; and

WHEREAS, in exchange for revenue payments to the county, the lessor shall perform tasks to maintain certain areas not planned for development such as weed control, bush hogging, etc. A Request for Proposals was made and responses are pending.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular business session this 14th day of September 2020, that Montgomery County is authorized to enter into a three-year lease agreement for the purposes of maintaining certain areas of the Public Safety Training Complex by acceptance of the most favorable response to the pending Requests for Proposal selected by the Sheriff's Office.

Duly passed and approved this 14th day of September 2020.

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

**RESOLUTION TO ADOPT THE 2021 LEGISLATIVE AGENDA
AS PRESENTED BY THE LEGISLATIVE LIAISON COMMITTEE**

WHEREAS, the Legislative Liaison Committee acts as a liaison between the Montgomery County Board of Commissioners and the Tennessee State Legislature; and

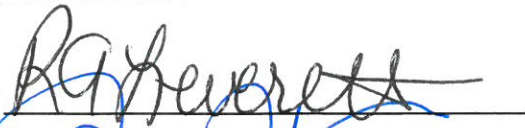
WHEREAS, the Legislative Liaison Committee reviews bills that may affect budget plans and/or bills that would have an adverse effect on counties, and makes recommendations to the county commission prior to presenting to the state legislature; and

WHEREAS, the Legislative Liaison Committee has prepared a Legislative Agenda to the 112th General Assembly for consideration by our state delegation.

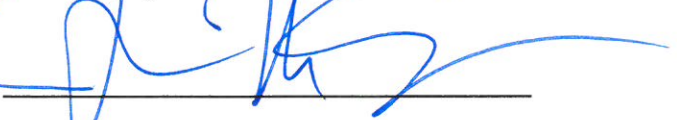
NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular business session on this 14th day of September 2020, that the attached 2021 Legislative Agenda prepared by the Legislative Liaison Committee is hereby approved.

Duly passed and approved this 14th day of September 2020.

Sponsor

A handwritten signature in blue ink, appearing to read "R. G. Heverett", written over a horizontal line.

Commissioner

A large, stylized handwritten signature in blue ink, written over a horizontal line.

Approved

A handwritten signature in blue ink, written over a horizontal line.

County Mayor

Attested

A horizontal line for a signature.

County Clerk

*THE
MONTGOMERY COUNTY COMMISSION
CLARKSVILLE CITY COUNCIL
CLARKSVILLE AREA CHAMBER OF COMMERCE*

*PRESENTS THE
2021 LEGISLATIVE AGENDA*

*TO THE
112TH GENERAL ASSEMBLY
STATE DELEGATION*

*SENATOR BILL POWERS
REPRESENTATIVE CURTIS JOHNSON
REPRESENTATIVE JAY REEDY
REPRESENTATIVE JASON HODGES*

*Forwarded by
Montgomery County Mayor Jim Durrett
City of Clarksville Mayor Joe Pitts
Clarksville Area Chamber of Commerce – Paul Turner, Chairman*

SEPTEMBER 2020

***LEGISLATIVE LIAISON COMMITTEE MEMBERS
CONTACT INFORMATION***

MONTGOMERY COUNTY

Commissioner Rashidah Leverett, Chair

931-820-0233

District5@mcgtn.net

Commissioner Joe Creek

931-302-9150

District11@mcgtn.net

Commissioner John Gannon

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District1@mcgtn.net

Commissioner David Harper

931-624-1971

District15@mcgtn.net

Commissioner Chris Rasnic

931-624-3786

District17@mcgtn.net

CITY OF CLARKSVILLE

Councilman Jeff Burkhardt, Chair

931-206-6949

jeff.burkhardt@cityofclarksville.com

Councilman Ron Erb

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Council-Lady Stacey Streetman

931-206-0950

stacey.streetman@cityofclarksville.com

CLARKSVILLE AREA CHAMBER OF COMMERCE

Paul Turner, Chair

Grayson Smith

Shan Smith

Jay Albertia

Joni Haston

Valerie Coffee

Bethany Sigler

Phil Harpel

Melinda Shepard

TABLE OF CONTENTS

LEGISLATIVE SUCCESSES

MONTGOMERY COUNTY LEGISLATIVE ITEMS

I.	JUNETEENTH AS STATE HOLIDAY	1
II.	SEX OFFENDER LAWS REGARDING CUSTODY	2
III.	BAN OF BOOKING PHOTO REMOVAL FEES	3
IV.	ESTABLISH STATE GRANT FUND FOR BODY WORN CAMERAS	4
V.	EARLY SERVICE RETIREMENT FOR ALL COMMISSIONED OFFICERS	5
VI.	AMEND TCA CODE REGARDING MANDATORY RETIREMENT AGE	6
VII.	AMEND PORTIONS OF TCA CODE REGARDING RETIREMENT BENEFITS	7
VIII.	LANDFILL USER FEE	8
IX.	INCOMPATIBLE OFFICES	9
X.	UNEMPLOYMENT COMPENSATION	10
XI.	SMOKING BAN	10
XII.	SCHOOL CONSTRUCTION	11
XIII.	VOTER RIGHTS RESTORED TO CONVICTED FELONS	12

CITY OF CLARKSVILLE LEGISLATIVE ITEMS

I.	INCREASE ADMINISTRATIVE PROCESSING FEE TO TENNESSEE DEPARTMENT OF SAFETY	13
----	---	----

ROAD PROJECTS LIST

COMBINED CITY AND COUNTY ROAD PROJECTS LIST	14
---	----

CONTINUE TO SUPPORT THE FOLLOWING ITEMS

15

SUPPORTING DOCUMENTS

16

JUNETEENTH
INCOMPATIBLE OFFICES
- CTAS SPECIAL RULES FOR COUNTY COMMISSIONERS WHO ARE COUNTY EMPLOYEES
- CTAS INCOMPATIBLE OFFICES
UNEMPLOYMENT COMPENSATION
SMOKING BAN

LEGISLATIVE SUCCESSES

- * E-911 User Fee changed back to previous rate of \$1.50 to help fund 911.
- * Opioid task force created to address limiting the number of pills and dosage prescribed.
- * Legislation passed granting beer permitting power to Montgomery County for Downtown Commons property.
- * Dedicated funding for TDOT backlog of projects – IMPACT ACT.
- * Rural broadband and internet service – partial but need more.
- * State Parks – Dunbar Cave repairs, Port Royal interstate signage.
- * Joint procurement ability between local government and federal agencies.
- * Self-driving vehicles on Tennessee roads.
- * Defibrillator – use state funds for school purchases, annual training required.
- * Halt military sequestration cuts - minimum local affect.
- * Increase of state reimbursement per inmate, some but need more.
- * Disclosure of real property depressions or sinkholes of continuous contour lines.
- * Referendum required of the residents before annexation.
- * Ephedrine and pseudoephedrine by prescription – moved behind pharmacy counter.
- * Civil refund – amended TCA 8-21-901 to authorize sheriffs to collect the same fee for unsuccessful service as successful service.

- * TMTF renamed and falls under TBI, DEA, and US Attorney's offices, which provides better funding and in-kind resources to confront dangerous drugs.
- * Broadband and Internet expansion – provide broadband and internet serves to County areas by local/municipal providers.
- * Revenue Sales Tax – Local Sales Tax Distribution for Internet Sales.
- * Montgomery County Teen Learning Center – Encourage the continued funding and support of Tennessee's Genesis Programs, which includes Montgomery County's Teen Learning Center.
- * Hotel/Motel Tax Modification.
- * Capturing Sales Tax Within MPEC.

I. JUNETEENTH AS STATE HOLIDAY

LEGISLATIVE ITEM: Amend Tennessee Code Annotated (TCA) 15-1-101 to formally recognize June 19th, known as “Juneteenth”, as a legal holiday for the state of Tennessee.

PURPOSE: Juneteenth commemorates June 19, 1865, when Union General Gordon Granger arrived in Galveston, Texas, and announced freedom by the passage of the Emancipation Proclamation to the enslaved Africans and to announce the end of the Civil War. Although the Emancipation Proclamation came 2 ½ years earlier on January 1, 1863, many slave owners continued to hold their slaves captive after the announcement for harvest and economic reasons, so Juneteenth became a symbolic date representing African American freedom.

The announcement from General Granger led to celebration and jubilation, which has continued each year in various forms throughout the United States for over 150 years.

Juneteenth – a mix between June and nineteenth – is the oldest known U.S. celebration of the end of slavery. Since Texas became the first state to make Juneteenth a holiday in 1980, 47 U.S. states and the District of Columbia (see attached table) have commemorated the day by either marking it as a state holiday or observance. As of this writing, on July 30, 2020, New Jersey is the latest state to pass legislation to formally recognize Juneteenth as a state holiday.

This change in legislation will allow all Tennesseans to celebrate, commemorate, recount, and remember that freedom was not always extended to every life. Tennessee was the first state that seceded from the Union during the Civil War to end slavery by law prior to the final ratification of the 13th Amendment.

This legislative item seeks to designate the third Friday in the month of June as “Juneteenth Day” with state offices closing as designated by the Governor of Tennessee according to TCA 15-1-101.

For more detailed information please contact the following:
Commissioner Rashidah Leverett, district5@mcgtn.net or 931-266-1083
Commissioner Tangi Smith, district8@mcgtn.net or 931-302-6310

(See supporting documents in the back of binder).

II. SEX OFFENDER LAWS REGARDING CUSTODY

LEGISLATIVE ITEM: Amend Tennessee Code Annotated (TCA) 40-39-211(c) which reads: *While mandated to comply with the requirements of this part, no sexual offender, as defined in § 40-39-202, or violent sexual offender, as defined in § 40-39-202, whose victim was a minor, shall knowingly reside with a minor. Notwithstanding this subsection (c), the offender may reside or be alone with a minor if the offender is the parent of the minor, unless one (1) of the following conditions applies:*

- (1) The offender's parental rights have been or are in the process of being terminated as provided by law; or*
- (2) Any minor or adult child of the offender was a victim of a sexual offense or violent sexual offense committed by the offender.*

PURPOSE: To verify parentage of registered sex offenders. Montgomery County Sheriff's Office discovered cases where sex offenders are residing with children under the age of 13 who are claiming to have parented said minor. However, there is currently no system to verify the parentage of a sex offender living with a minor who claims that the minor is their biological child.

Secondly, there are cases where the sex offender's name is listed on the minor child's birth certificate, however, there parentage has not been verified through DNA testing.

TCA 40-39-202 defines a parent and 40-35-321 requires DNA to be collected from all sex offenders, however, there is currently no legislation that requires verification of parentage for sex offenders living with their presumed minor child.

Therefore, we suggest that the legislature update the legal definition of "parent" for the purposes of sex offenders with victims under the age of 13 which could mandate the sex offender to verify parentage through DNA testing when the offender resides in the same residence. This measure would also prevent the production of fraudulent birth certificates when the offender's name has been listed on minor's birth certificates as the parent.

For more detailed information please contact the following:
Commissioner Rashidah Leverett, district5@mcgtn.net or 931-266-1083
Montgomery County Deputy Peggy Macias, pkmacias@mcgtn.net or 931-802-0575

III. BAN OF BOOKING PHOTO REMOVAL FEES

LEGISLATIVE ITEM: Prohibition of Fee Requirements for the Removal of Public Booking Photos.

PURPOSE: It shall be an unlawful practice for any person engaged in publishing or otherwise disseminating a booking photograph through a print or electronic medium to solicit, require, or accept the payment of a fee or other consideration from a subject individual to remove, correct, modify, or to refrain from publishing or otherwise disseminating that booking photograph.

A person operating a private business shall not utilize a booking photograph or a photograph of an inmate taken originally obtained from a public agency for commercial purposes if:

- (a) The photograph will be placed in a publication or posted on a website; and
- (b) Removal of the photograph from the publication or website requires the payment of a fee or other consideration.

Therefore, we are asking for legislative consideration to make it unlawful for a person or entity to require the payment of a fee or other consideration to remove, revise, or refrain from posting to a website or any other publication the arrest and booking records, including booking photographs, of a person who is arrested and booked in the state of Tennessee.

- (1) A person or entity who publishes on the website or any other print or digital publication the arrest and booking records, including booking photographs, of a person who is arrested and booked in Tennessee shall remove the arrest and booking records from the person or website or any other publication without requiring the payment of a fee or other consideration within thirty days (30) of the receipt of a request to remove the arrest, booking photographs and booking records, if the request is made in writing via certified mail, return receipt requested, to the registered agent, principal place of business or primary residence of the person or entity who publishes the website or any other publication.

For more detailed information please contact the following:

Commissioner Rashidah Leverett, district5@mcgtn.net or 931-266-1083

Commissioner Jason Knight, district18@mcgtn.net or 916-752-7807

IV. LAW ENFORCEMENT

LEGISLATIVE ITEM: Encourage the state to establish a fund that will award cost-sharing grants to Police Departments and Sheriff's Offices for the purpose of incentivizing the implementation of body worn cameras (BWC).

PURPOSE: It has been widely held and demonstrated that body worn cameras (BWC's) used by law enforcement officers improves the civility of citizen encounters and enhance citizen perception of law enforcement transparency and legitimacy. Many agencies across the country, to include Tennessee, have implemented BWC programs. However, many challenges exist that impede an agency's ability to fully roll out a program. Some of the challenges include, but are not limited to, policy development, BWC selection, retention and storage of video, public records requests, legal discovery, etc. The least common denominator with all these issues is funding.

A fund, perhaps managed by the Office of Criminal Justice Programs (OCJP), with input from Tennessee Chiefs of Police and Sheriff's Association can establish selection criteria and award requirements to guide and aid law enforcement agencies.

For more detailed information please contact the following:

Commissioner Joe Creek, district11@mcgtn.net or 931-648-2930

Sheriff John Fuson, jfusun@mcgtn.net or 931-648-0611 x 13500

Chief Deputy John Smith, jrsmith@mcgtn.net or 931-648-0611 x 13500

V. LAW ENFORCEMENT

LEGISLATIVE ITEM: Amend Tennessee Code Annotated (TCA) 8-36-308 to allow all full-time commissioned law enforcement officers to be eligible to early service retirement upon attainment of 25 years of creditable service.

PURPOSE: Effective January 1, 2020, TCA 8-36-308 granted eligibility of police officers and firefighters for early service retirement upon attainment of 25 years of creditable service. On July 15, 2020, Public Chapter 784 of the 111th General Assembly amended TCA 8-36-308 to include emergency medical service personnel and state correctional personnel for early service retirement eligibility effective January 1, 2021.

The original law and the amendments during the 111th General Assembly did not incorporate all local commissioned law enforcement officers. This legislative agenda item seeks to replace ‘police officer,’ which is defined as those whose primary responsibility is the prevention and detection of crime and apprehension of offenders; with ‘full-time commissioned law enforcement personnel’ to be defined as *who is authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, and has statutory powers of arrest or apprehension of offenders.* Or, other language to the effect of including all full-time commissioned members of a Tennessee Sheriff’s Office.

This change in language will make all full-time commissioned members of a Tennessee Sheriff’s Office eligible for early service retirement upon 25 years of credible service. Currently, only POST-Certified deputies from Tennessee Sheriff’s Offices are eligible.

For more detailed information please contact the following:
Commissioner John Gannon, district1@mcgtn.net or 931-552-4691
Sheriff John Fuson, jsfuson@mcgtn.net or 931-648-0611 x 13500
Chief Deputy John Smith, jrsmith@mcgtn.net or 931-648-0611 x 13500

VI. LAW ENFORCEMENT

LEGISLATIVE ITEM: Amend Tennessee Code Annotated (TCA) 8-36-205 (a)(2) Mandatory retirement age – Exceptions, by replacing ‘police officer’ with ‘full-time commissioned law enforcement officer;’ and insert ‘emergency medical personnel’ immediately before ‘firefighter’ wherever it appears in the same TCA.

PURPOSE: For political subdivisions (cities and counties), the only members included in the mandatory retirement age exception are police officers and firefighters. This amendment to TCA will add ‘emergency medical personnel’ and all ‘full-time commissioned law enforcement officers’ to the exception.

For the purpose of this TCA, ‘full-time commissioned law enforcement officers’ will be defined as *who is authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, and has statutory powers of arrest or apprehension of offenders.* Or, other language to the effect of including all full-time commissioned members of a Tennessee Sheriff’s Office.

This change in language to (TCA) 8-36-205 (a)(2) will provide eligibility to emergency medical personnel and ‘full-time commissioned law enforcement officers’ for the supplement bridge benefit as defined by TCA 8-36-211. The bridge benefit will only be implemented upon passage of resolution by the appropriating legislative body.

For more detailed information please contact the following:

Commissioner John Gannon, district1@mcgtn.net or 931-552-4691

Emergency Services Director Jimmie Edwards, jwedwards@mcgtn.net or 931-920-1800

Sheriff John Fuson, jsfuson@mcgtn.net or 931-648-0611 x 13500

Chief Deputy John Smith, jrsmith@mcgtn.net or 931-648-0611 x 13500

VII. LAW ENFORCEMENT

LEGISLATIVE ITEM: Amend portions of Tennessee Code Annotated Title 8, Chapter 36 (Retirement Benefits), to modify the formula for computing allowances for Group 1 employees that are eligible for Early Service Retirement in accordance with TCA 8-36-308, in a manner that 25 years of creditable service equals the same benefit as 30 years of service. Furthermore, the new formula shall continue to be applied for service above 25 years up to the maximum years of service allowable for the computation of benefits.

PURPOSE: A 2013 study by the National Center for Biotechnology Information revealed that the average life expectancy of police officers compared to the US population was statistically much less. For instance, a male police officer in the age range of 55 to 59 years of age has a .56383 probability of death meaning a 6.2 years life expectancy while the average US male in the same age range has a .013877 probability of death meaning a 30.6 years life expectancy. That result indicates that an average US male will live 24.4 years longer than a male police officer.

To put this data in retirement perspective, a police officer taking advantage of a 25-year early retirement at the age of 55 will likely only draw retirement benefits for a little over six years. Whereas a non-police officer will like draw retirement benefits for an average of 30.6 years.

This change in formula for a 25-year retirement, seeks to only slightly enhance the benefit received for the remainder of the officer's life.

For more detailed information please contact the following:

Commissioner John Gannon, district1@mcgtn.net or 931-552-4691

Emergency Services Director Jimmie Edwards, jwedwards@mcgtn.net or 931-920-1800

Sheriff John Fuson, jsfuson@mcgtn.net or 931-648-0611 x 13500

Chief Deputy John Smith, jrsmith@mcgtn.net or 931-648-0611 x 13500

VIII. LANDFILL USER FEE

LEGISLATIVE ITEM: Request for revision of all applicable statutes to allow the billing of all charges and fees of Bi-County Solid Waste Management Authority.

PURPOSE: Revise current law(s) so that any legal entity created as allowed and contemplated by TCA 68-211-700, et seq; TCA 68-211-800 et seq and/or TCA 68-211-900, et seq is authorized and allowed to present, and thereby collect its annual billing so approved by the entity as an addition to the Ad Valorem Property Tax of the County or Counties issued by the Trustee within that entities' geographic area of authority annually.

Previously, BiCounty had imposed a monthly user fee. The fee was collected by the CDE and CEMC electric utilities on their monthly billing for the utility.

Both CDE and CEMC declined to continue to bill and the process for the collection of this existing fee has been less successful. The independent billing of this monthly fee has caused the entity to incurred additional fees and expenses, workforce time, and voluntary payment has decreased dramatically. The process for civil actions to recover the losses likewise is not considered optimal based upon the additional manpower and expense of filing suit and court costs that are appropriate but considered large in light of the monthly fee, near \$5.00 per month.

Charging an annual fee with the real property tax bill, causing the trustee to pay over those funds to the Entity would decrease the cost to the entity, increase voluntary payment and limit manpower necessary to collect the fee.

No increase in the fee would occur, only a modified form of collection of the existing fee.

For more detailed information please contact the following:
Commissioner John Gannon, district1@mcgtn.net or 931-552-4691

IX. LIMITATION OF COUNTY COMMISSIONERS TO HOLD INCOMPATIBLE OFFICES

LEGISLATIVE ITEM: Limitation of County Commissioners to hold County or City offices.

PURPOSE: Several state statutes prohibit a person from holding more than one county office. Pursuant to T.C.A. 5-5-102 (c) (2) no person elected or appointed to fill an office of county mayor, sheriff, trustee, register, county clerk, assessor of property or any other countywide office filled by the vote of the people or the county legislative body shall also be nominated for or elected to membership in the county legislative body.

No member of the county legislative body nor any other county official shall be eligible for election as a member of the county board of education according to T.C.A. 49-2-202 (a) (2). This statute prevents one person from holding an elected county office and being a member of the school board.

In addition to statutory provisions regarding dual office holding, there is a well-recognized common law provision against a public officer holding two incompatible offices at the same time, State ex rel. Little vs Slagle, 89 S.W. 316, 327 (Tenn, 1905).

We consider the legislative offices of City Council and County Commission to be incompatible due to several factors:

- Having the same representative creates an implied conflict of interest in the citizens we serve.
- Meeting Times for committees will often be in conflict causing a lack of attendance.
- Needs of the County can differ at times from those of the City.
- Pay structures of the County are paid by meeting and the City is paid by salary with no attendance requirement.

In 2016, the Legislature enacted Public Chapter 1072 which was effective May 20, 2016. This new law changed the conflict of interest provisions in regards to County Commissioners and while it did not specifically address this issue it does point out the fact that the Legislature would like to eliminate any conflicts if at all possible.

We would ask for counties with a population greater than 150,000 to place a limitation and not allow a County Commissioner to hold the office of City Council at the same time.

For more detailed information please contact the following individual:
Commissioner David Harper, district15@mcgtn.net or 931-624-1971

(See supporting documents in the back of binder).

X. UNEMPLOYMENT COMPENSATION

LEGISLATIVE ITEM: To revise all legislation so that County as previous employer will be notified and allowed to contest unemployment claims.

PURPOSE: We would like to encourage the State of Tennessee to allow reimbursable employers that are Government entities the ability to contest claims that are brought before the State. Currently, the unemployment tax law allows government organizations and non-profits to opt out of the premium base tax system and into what they called a “reimbursing employer” which means the entity would be self-insured. One of the major disadvantages of this is the reimbursing employers do not get “relief of charges”. This means that if your employee resigns or terminates and goes to work elsewhere and then is terminated there then files for unemployment, the government entity could be charged a portion of that employee’s unemployment benefits even though the employee voluntarily left or was terminated. Because of the status of being a “reimbursing employer” we lose our ability to contest the claim.

For more detailed information please contact the following individual:
Commissioner David Harper, district15@mcgtn.net or 931-624-1971

(See supporting documents in the back of binder).

XI. SMOKING BAN

LEGISLATIVE ITEM: To ban smoking and vaping in all public parks.

PURPOSE: We know that the youth of our community are likely more affected in their health by the presence of smoking and vaping in our communities. We would like to prohibit the use of tobacco products to include vaping on any public park, public greenway or public property that is able to be used by the youth of our community. This prohibition would not apply to any buildings, sidewalks or roads contained in that publicly owned property. We believe that this would support the need to have a greater emphasis on the health and wellbeing of citizens in our communities.

For more detailed information please contact the following individual:
Commissioner David Harper, district15@mcgtn.net or 931-624-1971

(See supporting documents in the back of binder).

XII. SCHOOL CONSTRUCTION

LEGISLATIVE ITEM: Financial assistance from the State of Tennessee to help fund school construction and repairs for schools that are in the top five percent growth in Tennessee.

PURPOSE: Public education serves an integral role in the success of local communities and the State of Tennessee. Across the State of Tennessee many communities have an immediate need to build new school buildings as well as to repair existing older school buildings. Due to this immediate need, school districts are forced to utilize portable classrooms for their students which are not the optimal environment for our students. Many Tennessee counties have this need due to considerable industrial and business growth over the past several years. With such growth, there has been a marked increase in people moving to Tennessee counties to live and raise their families. Tennessee counties which have not shared in the population growth still have a need to either repair older school buildings, or where possible, construct new ones to better serve their communities. While local governments across the State of Tennessee have tried to meet the financial demand for such needs, local communities need the financial assistance from the State of Tennessee to help fund school building construction and repairs. Local communities need the State's investment in school construction and repair to continue to move Tennessee and its citizens forward.

For more detailed information please contact the following individual:
Commissioner Chris Rasnic, district17@mcgtn.net or 931-624-3786

XIII. VOTER RIGHTS RESTORED TO CONVICTED FELONS

LEGISLATIVE ITEM: Felons and Restored Voting Rights.

PURPOSE: Automatically restore voting rights to felons without a sex offense, a violent offense, or an offense against a child. This is about giving people a second chance and a feeling of being part of the community again.

1. Persons convicted in any court of competent jurisdiction of a felony other than a sex offense, a violent offense, or an offense against a child, but persons hereby excluded shall be restored automatically to their voting rights five years after the completion of their sentence with no other convictions. In all cases, "automatic restoration" does not mean that voter registration is automatic. The prison officials automatically inform election officials that an individual's rights have been restored. The person is then responsible for re-registering through normal processes.
2. In 21 states, felons lose their voting rights during incarceration, and for a period of time after, typically while on parole and/or probation. Voting rights are automatically restored after this time period. Former felons may also have to pay any outstanding fines, fees or restitution before their rights are restored as well.
3. In 16 states and the District of Columbia, felons lose their voting rights only while incarcerated, and receive automatic restoration upon release.
4. In Maine and Vermont, felons never lose their right to vote, even while they are incarcerated.
5. In Tennessee and 10 other states felons lose their voting rights indefinitely for some crimes, or require a governor's pardon in order for voting rights to be restored, face an additional waiting period after completion of sentence (including parole and probation) or require additional action before voting rights can be restored.

For more detailed information please contact the following individual:
Commissioner Chris Rasnic, district17@mcgtn.net or 931-624-3786
Commissioner Lisa Prichard, district12@mcgtn.net or 931-494-0260

COMBINED CITY & COUNTY ROAD PROJECTS

LEGISLATIVE ITEM: Encourage the Tennessee Department of Transportation to obligate funding for the following projects:

PURPOSE: Support the Region and State economic vitality by enabling competitiveness, productivity and efficiency. Increase the safety and security of the transportation system. Protect and enhance the environment, promote energy conservation, improve air quality and overall quality of life.

- Widening of Interstate 24 from Exit 11 to Nashville
- Continuation of SR374 from Dunbar Cave Rd. to SR112/Madison St.
- Widening of 41-A Bypass

The road projects listed below are currently part of the Improve Act. We ask for your **continued support** of these projects and to ensure funding is available for timely completion.

- SR48/Trenton Rd. (from SR374/101st Pkwy. to near I-24) Encourage TDOT to complete the PE-NEPA phase in a timely manner. Funding was obligated in the FY2017-2020 Transportation Improvement Program (TIP). Complete the PE-Design phase in a timely manner. Partial funding is obligated in the FY2020-2023 TIP.
- SR374 extension (from Dotsonville Rd. to SR149) Encourage TDOT to complete the PE-NEPA document. Corridor public meetings were conducted in Nov. 1997. Funding was obligated in the FY2005-2008 TIP. Complete the PE-Design phase according to schedule so Right-of-Way phase can begin as per the FY2020-2023 TIP.
- SR374 extension (from Dotsonville Rd. to US79/SR76/Dover Rd.) Encourage TDOT to complete PE-NEPA document. Corridor public meetings were conducted in Nov. 1997. Funding was obligated in the FY2005-2008 TIP. Complete the PE-Design phase according to schedule so Right-of-Way phase can begin as per the FY2020-2023 TIP.
- I-24 widening (from KY State line to SR76/Exit 11) Encourage TDOT to obligate funding to complete the PE-NEPA phase and move to Design in a timely manner.
- SR112/Madison St. Encourage TDOT to issue a Construction bid letting for sidewalks, service roads, Denny Ln. and SR76 intersections in Spring 2021. Funding was obligated in the FY20-23 TIP.

For more detailed information please contact the following individual:

Jim Durrett, Montgomery County Mayor at mayordurrett@mcgtn.net or 931-648-5787
Joe Pitts, City of Clarksville Mayor at joe.pitts@cityofclarksville.com or 931-645-7444



**CLARKSVILLE URBANIZED AREA
METROPOLITAN PLANNING ORGANIZATION**

Stan Williams
MPO Director
stanwilliams@cityofclarksville.com

329 MAIN STREET
CLARKSVILLE, TN 37040
PHONE: (931)645-7448

Jill Hall
Transportation Planner
jill.hall@cityofclarksville.com

July 27, 2020

Re: road project phases that could/should be included in this year's Legislative agenda

Dear Mayor Pitts and Mayor Durrett,

Road projects that were specifically included in the 2017 IMPROVE Act and have a dedicated funding source:

1. SR48/Trenton Rd. (from near SR374/101st Pkwy. to near I-24) encourage TDOT to complete the PE-NEPA phase in a timely manner. Funding was obligated in the FY2017-2020 Transportation Improvement Program (TIP). Funding needs to be obligated in the FY2020-2023 TIP so the PE-Design phase can be completed in a timely manner.
2. I-24 widening (from KY State line to SR76/exit 11) funding needs to be obligated in the FY20-23 TIP so the PE-NEPA phase can be completed in a timely manner.
3. SR374 extension (from Dotsonville Rd. to SR149) Corridor public meetings were conducted in Nov. 1997. Funding needs to be obligated in the FY20-23 TIP so the PE-Design phase can be completed in a timely manner.
4. SR374 extension (from Dotsonville Rd. to US79/SR76/Dover Rd.) Corridor public meetings were conducted in Nov. 1997. Funding needs to be obligated in the FY20-23 TIP so the PE-Design phase can be completed in a timely manner.
5. SR112/Madison St. encourage TDOT to issue a Construction bid letting for sidewalks, service roads, Denny Ln. and SR76 intersections in Spring 2021. Funding was obligated in the FY20-23 TIP.

Should you have any questions, contact me at your convenience.

Sincerely,

J. Stan Williams
Transportation Planning Director

Cc: Jeff Tyndall

CONTINUE TO SUPPORT THE FOLLOWING ITEMS:

REIMBURSEMENT FOR CUSTODY OF TDOC INMATES

LEGISLATIVE ITEM: We are requesting the Tennessee State Legislature to consider increasing the daily reimbursement rate of Tennessee Department of Corrections inmates being held in the Montgomery County Jail.

MONTGOMERY COUNTY STATE PARKS AND NATURAL AREAS

LEGISLATIVE ITEM: A request to our state delegation for continued assistance and support for local state parks and natural areas located within Montgomery County.

JUVENILE DETENTION CENTER

LEGISLATIVE ITEM: Montgomery County has funded a study to determine the feasibility of a juvenile detention center.

PUBLIC SAFETY: REQUEST TO ALLOW EMS TO BE A PART OF BRIDGE PROGRAM

LEGISLATIVE ITEM: Urge legislators to include Emergency Medical Personnel in the 25/55 Bridge Program for retirement.

SUPPORTING DOCUMENTS

Juneteenth

Incompatible Office

- CTAS Special Rules for County Commissioners Who Are County Employees
- CTAS Incompatible Offices

Unemployment Compensation

Smoking Ban

Table 1. States That Commemorate or Observe Juneteenth

State	Year of Recognition	Citation
Alabama	2011	2011 Ala. Adv. Legis. Serv. 398 (LexisNexis)
Alaska	2001	Alaska Stat. §44.12.090 (2001)
Arizona	2016	Ariz. Rev. Stat. §1-315 (LexisNexis 2016)
Arkansas	2005	Ark. Code Ann. §1-5-114 (2005)
California	2003	Cal. Gov't Code §6719 (Deering 2003)
Colorado	2004	H.J.Res. 04-1027, 64th Gen. Assemb., 2nd Reg. Sess. (Co. 2004)
Connecticut	2003	Conn. Gen. Stat. §10-29a(a)(48) (2003)
Delaware	2000	Del. Code Ann. tit. 1, §604 (2000)
District of Columbia	2003	Res. 160, 15 th Counsel, 2003 D.C.
Florida	1991	Fla. Stat. §683.21 (1991)
Georgia	2011	S.Res. 164, 151 st Gen. Assemb., Reg. Sess (Ga. 1991)
Idaho	2001	S.Con.Res. 101, 56th Leg., Reg. Sess. (Idaho 2001)
Illinois	2003	5 Ill. Comp. Stat. 490/63 (2003)
Indiana	2010	H.Con.Res. 38, 116 th Gen. Assemb., 2d Reg. Sess. (Ind. 2010)
Iowa	2002	Iowa Code §1C.14 (2002).
Kansas	2007	S.Res. 1860, 82 nd Leg., Reg. Sess. (Kan. 2007)
Kentucky	2005	Ky. Rev. Stat. §2.147 (LexisNexis 2005)
Louisiana	2003	La. Stat. Ann. §1:58:2 (2003)
Maine	2011	Me. Stat. tit. 1, §150-H (2011)
Maryland	2014	Md. Code Ann., Gen. Prov. §7-411 (LexisNexis 2014)
Massachusetts	2007	Mass. Gen. Laws ch. 6, §15BBBBB (2007)
Michigan	2005	Mich. Comp. Laws §435.361 (2005)
Minnesota	1996	Minn. Stat. §10.55 (1996)
Mississippi	2010	S.Con.Res. 605, 2010 Leg., Reg. Sess. (Miss. 2010)
Missouri	2003	Mo. Rev. Stat. §9.161 (2003)
Montana	2017	Mont. Code Ann. §1-1-231 (2017)
Nebraska	2009	Leg.Res. 75, 101 st Leg., Reg. Sess. (Neb. 2009)
Nevada	2011	Nev. Rev. Stat. §236.033 (2011)
New Hampshire	2019	N.H. Rev. Stat. Ann. §14:13-z (LexisNexis 2019)
New Jersey	2004	N.J. Rev. Stat. §36:2-80 (2004)
New Mexico	2006	N.M. Stat. Ann. §12-5-14 (2006)
New York	2004	N.Y. Exec. Law §168-a(3) (LexisNexis 2004)
North Carolina	2007	2007 N.C. Sess. Laws 450
Ohio	2006	Ohio Rev. Code Ann. §5.2234 (LexisNexis 2006)
Oklahoma	1994	Okla. Stat. tit. 25, §82.4 (1994)

State	Year of Recognition	Citation
Oregon	2001	S.J.Res. 31, 71st Leg. Assemb. (Or. 2001)
Pennsylvania	2001	H.Res. 236, 185 th Gen. Assemb. Reg. Sess. (Pa. 2011)
Rhode Island	2012	S.B. 2262, 2011-2012 Leg. Sess. (R.I. 2011) ^a
South Carolina	2008	S.C. Code Ann. §53-3-85 (2008)
Tennessee	2007	Tenn. Code Ann. §15-2-113 (2007)
Texas	1980	Tex. Gov't Code Ann. §662.003 (LexisNexis 1999)^b
Utah	2016	Utah Code Ann. §63G-1-401(1)(g) (LexisNexis 2016)
Vermont	2007	Vt. Stat. Ann. tit. 1, §375 (2007)
Virginia	2007	H.Res. 56, 2007 Sess. (Va. 2007)^c
Washington	2007	Wash. Rev. Code §1.16.050(7)(I) (2007)
West Virginia	2008	H.Res. 19, 78th Leg., 2d Sess. (W. Va. 2008)
Wisconsin	2009	Wis. Stat. §995.20 (2009)
Wyoming	2003	Wyo. Stat. Ann. §8-4-107 (2003)

Source: Table compiled by the Congressional Research Service (CRS).

Notes: This table includes the first instance of a state's recognition of Juneteenth or the first legislation that established Juneteenth as a state holiday. It excludes legislation adopted by states after the initial observation year. For example, Kansas adopted multiple resolutions, such as S.Res. 1866 (2007), S.Res. 1888 (2009), S.Res. 1865 (2011), and S.Res. 1754 (2015), subsequent to the original commemoration.

Bolded legislation citations denote that the legislation established Juneteenth as a state holiday. This includes days of observance and does not necessarily mean that they are legal holidays. Non-bolded legislation citations are commemorations or recognitions of the day's significance.

States without links do not have publicly available versions of the bill or resolution online. Copies can be found on Lexis Advanced or requested from CRS.

- a. S. B. 169, 2013-2014 Leg. Sess. (R.I. 2013) establishing the recognition of Juneteenth annually.
- b. H.B. 1016, 66th Reg. Sess. (Tex. 1980).
- c. H. J. Res. 5074A, 2006 Spec. Sess. (Va. 2006) commending celebrations.

In recent years, the Senate has passed annual resolutions recognizing June 19 as Juneteenth Independence Day

S.Res. 253 (116th Cong.)

S.Res. 547 (115th Cong.)

S.Res. 214 (115th Cong.)

S.Res. 500 (114th Cong.)

Similar resolutions have been introduced in the House of Representatives

H.Res. 450 (116th Cong.)

H.Res. 948 (115th Cong.)

H.Res. 386 (115th Cong.)

H.Res. 787 (114th Cong.)



County Technical Assistance Service

Published on e-Li (<https://eli.ctas.tennessee.edu>)

August 14, 2020

Special Rules for County Commissioners who are County Employees

Dear Reader:

The following document was created from the CTAS electronic library known as e-Li. This online library is maintained daily by CTAS staff and seeks to represent the most current information regarding issues relative to Tennessee county government.

We hope this information will be useful to you; reference to it will assist you with many of the questions that will arise in your tenure with county government. However, the *Tennessee Code Annotated* and other relevant laws or regulations should always be consulted before any action is taken based upon the contents of this document.

Please feel free to contact us if you have questions or comments regarding this information or any other e-Li material.

Sincerely,

The University of Tennessee
County Technical Assistance Service
226 Capitol Blvd. Suite 400
Nashville, TN. 37219
615-532-3555 phone
615-532-3699 fax
ctas@tennessee.edu
www.ctas.tennessee.edu

Table of Contents

Special Rules for County Commissioners who are County Employees.....	3
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Special Rules for County Commissioners who are County Employees

Reference Number: CTAS-625

Countywide officeholders, such as the county mayor, sheriff, trustee, register, county clerk, or assessor of property, are statutorily prohibited from being nominated for or elected to membership in the county legislative body. T.C.A. § 5-5-102. However, county employees may hold the office of county legislative body member. Any county employee who is otherwise qualified may serve as a member of the county legislative body, notwithstanding the fact that such person is a county employee. T.C.A. § 5-5-102.

In 2016, the Legislature enacted Public Chapter 1072, effective May 20, 2016. This new law changes the conflict of interest provisions for county commissioners who are county employees or whose spouses are county employees. Pursuant to the new law, no member of the county legislative body who is also an employee of the same county or whose spouse is an employee of the same county may vote on matters in which the member has a conflict of interest. The new law provides that a conflict of interest is created when a member is voting on a matter which, if approved by the legislative body, would increase the pay or benefits of that member or that member's spouse. However, the new law does not prohibit a member from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which the member has a conflict of interest. A member who abstains from voting for cause on any issue coming to a vote before the body is not counted for the purpose of determining a majority vote. These new provisions have been codified as T.C.A. § 5-5-112.

2016 PUBLIC CHAPTER 1072

Tennessee Code Annotated, Title 5, Chapter 5, Part 1, is amended by adding the following as a new section:

(a) No member of the legislative body of a county who is also an employee of the same county or whose spouse is an employee of the same county may vote on matters in which such member has a conflict of interest. A conflict of interest is created under this section when a member is voting on a matter which, if approved by the legislative body, would increase the pay or benefits of that member or that member's spouse. The vote of any member having a conflict of interest shall be void if challenged in a timely manner. As used in this subsection (a), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(b) Subsection (a) shall not prohibit a member of a local governing body of a county from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which the member has a conflict of interest.

(c) Any member of a local governing body of a county who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote. This subsection (c) shall not apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) Nothing in this section alters, amends, or otherwise affects § 12-4-101(a). In the event of any conflict between this section and § 12-4-101(a), § 12-4-101(a) shall prevail.

(e) The legislative body of any metropolitan form of government or charter form of government may opt out of this section by resolution.

Source URL: <https://eli.ctas.tennessee.edu/reference/special-rules-county-commissioners-who-are-county-employees>





County Technical Assistance Service

Published on e-Li (<https://eli.ctas.tennessee.edu>)

August 14, 2020

Incompatible Offices

Dear Reader:

The following document was created from the CTAS electronic library known as e-Li. This online library is maintained daily by CTAS staff and seeks to represent the most current information regarding issues relative to Tennessee county government.

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Table of Contents

Incompatible Offices.....	3
---------------------------	---

Incompatible Offices

Reference Number: CTAS-633

Several state statutes prohibit a person from holding more than one county office. Pursuant to T.C.A. § 5-5-102(c)(2), no person elected or appointed to fill the office of county mayor, sheriff, trustee, register, county clerk, assessor of property, or any other county-wide office filled by vote of the people or the county legislative body, shall also be nominated for or elected to membership in the county legislative body.

No member of the county legislative body nor any other county official shall be eligible for election as a member of the county board of education. T.C.A. § 49-2-202(a)(2). This statute prevents one person from holding an elected county office and being a member of the school board. Op. Tenn. Atty. Gen. 01-144 (September 4, 2001). Note also that pursuant to T.C.A. § 5-5-102(c)(2) a director of schools cannot serve as a member of the county legislative body.

In addition to statutory provisions regarding dual office-holding, there is a well recognized common law prohibition against a public officer holding two incompatible offices at the same time. *State ex rel. Little v. Slagle*, 89 S.W. 316, 327 (Tenn. 1905).

The question of incompatibility depends on the circumstances of each individual case, and the issue is whether the occupancy of both offices by the same person is detrimental to the public interest, or whether the performance of the duties of one interferes with the performance of those of the other. 67 C.J.S. *Officers* § 38 (2008). Tennessee courts have recognized that an inherent inconsistency exists where one office is subject to the supervision or control of the other. *State ex rel. v. Thompson*, 193 Tenn. 395, 246 S.W.2d 59 (1952). In *Thompson*, the Tennessee Supreme Court concluded that the offices of city manager and member of the city council were incompatible because the council had the authority to appoint, remove, and supervise the city manager, and no statute then in effect permitted the same individual to hold these offices. The Court found, therefore, that the common law principle of incompatible offices prohibited the same individual from acting as city manager and city council member.

Op. Tenn. Atty. Gen. 08-129 (August 8, 2008) (county commissioner and city mayor). See also Op. Tenn. Atty. Gen. 08-177 (November 20, 2008) (constable and county commissioner); Op. Tenn. Atty. Gen. 08-107 (May 9, 2008) (county board of education member also serving as city council member and city board of education member); Op. Tenn. Atty. Gen. 07-159 (December 6, 2007) (deputy sheriff and county bus driver); Op. Tenn. Atty. Gen. 02-109 (October 2, 2002) (constable and judicial commissioner); Op. Tenn. Atty. Gen. 02-012 (January 18, 2002) (offices of sheriff and constable incompatible under the common law); Op. Tenn. Atty. Gen. 00-050 (March 20, 2000) (constable serving as a full-time or part-time deputy sheriff); Op. Tenn. Atty. Gen. 99-160 (August 19, 1999) (constable serving as deputy sheriff); Op. Tenn. Atty. Gen. U86-77 (April 30, 1986) (city commissioner and county commissioner); Op. Tenn. Atty. Gen. 84-209 (June 27, 1984) (county commissioner and city alderman).

Source URL: <https://eli.ctas.tennessee.edu/reference/incompatible-offices>



Notice of Employer Premium Rate

The Notice of Premium Rate (LB-0482) is sent to employers during the first quarter of the new rate year. This notice shows the employer's experience as of the previous December 31, the employer's reserve ratio that will be in effect for the third and fourth quarters of the calendar year in which the notice is received and the first and second quarters of the following calendar year, and shows the employer's premium rate for the third and fourth quarters of the current year. If there is a rate change effective January 1 of the following year due to a change in the Premium Rate Table, employers will receive a notice in January informing them of the change and providing them with their rate for the first two quarters of the new calendar year.

Appealing Your Premium Rate (T.C.A. Section 50-7-403(n))

An employer should check the Notice of Premium Rate (LB-0482) closely for errors upon receipt. You have 30 days to appeal your premium rate if, based on what was reported to the Department, your premium rate notice has an error in premiums paid, benefits charged, or taxable payroll or if calculations are incorrect. An appeal does not change any cutoff dates for filing reports or claims for adjustment or refund.

The appeal must be in writing and must be received within 30 days of the mailing of the Notice of Premium Rate. Send your protest to the Department of Labor and Workforce Development, Employer Services Unit, 220 French Landing Drive, Nashville, Tennessee 37243-1002, requesting a review and recompilation of your premium rate. If you have any questions call the Employer Services Unit at 844-224-5818 prior to sending your appeal.

After 30 days no premium rate will be changed until the next premium rate year.

REIMBURSING EMPLOYERS (T.C.A. Section 50-7-403(h))

Governmental employers and nonprofit employers (qualifying under Section 501(c)(3) of the Internal Revenue Code) have the option of electing to become reimbursing employers rather than premium-paying employers.

Reimbursing employers are essentially self-insuring. They are required to reimburse the Department dollar for dollar for their proportionate share of benefits paid to a former employee (see **BENEFIT PROVISIONS, CHARGING OF EMPLOYER FOR BENEFITS**).

Reimbursing employers are not experience rated and do not pay FUTA taxes, so they do not pay any of the costs of administering the unemployment insurance program.

Reporting Wages

Reimbursing employers must report wages paid to their employees on the quarterly Wage and Premium Report (see **WAGE AND PREMIUM REPORTS**). On the Premium Report, reimbursing employers report their *Total Number of Workers as of the 12th of Each Month of the Quarter* in the center of the report and report their *Total Wages* on line 1.

Reimbursing employers do not report *Excess Wages*, *Taxable Wages*, or *Premiums Due*.

Benefit Payments and Charges

Claimants who worked for reimbursing employers receive the same benefits in the same manner as claimants who worked for premium paying employers, and benefits are charged to reimbursing employers in the same manner as benefits are charged to premium-paying employers.

Reimbursing employers reimburse the Department dollar for dollar for all benefits charged to them regardless of the reason for the separation of the former employee.

Reimbursing employers are not eligible for a benefit noncharge as are premium-paying employers. (see **BENEFIT PROVISIONS, CHARGING OF EMPLOYER FOR BENEFITS**). When a nonprofit employer or a governmental employer elects to reimburse for their portion of benefits, they enter into an agreement with the Department that they will pay back any benefits paid to their former employees. When an employer enters into that contract they give up statutory rights to the noncharge (T.C.A. 50-7-403(d)(1)(B)(iii) and (C)(ii)).

Reimbursing employers do not pay the Federal Unemployment Tax (FUTA), which pays the administrative cost of the unemployment program, and they do not pay premiums toward building the Trust Fund. In exchange, they take a risk that benefits could be paid to their former employees and they will have to reimburse the Department dollar for dollar for those benefits.

A worker who quit or was discharged by a reimbursing employer can become eligible for benefits if he removes the imposed disqualification. In such event, the reimbursing employer would be charged for benefits paid.

Reimbursing employers reimburse the Department for their share of benefits even when the benefits were a result of an overpayment (benefits paid in error to a claimant). Once the Department has received repayment of the overpayment from the claimant, the Department will credit the employer's account. The employer can either request a refund or have the repaid overpayment applied to future benefit charges.

RECORD KEEPING AND AUDITS

Record Keeping (Rule 0800-10-03-.10)

An employer is required to keep records in connection with his business deemed by the Commissioner to be necessary for the effective administration of the law.

An employer's records must show the following information:

1. Period covered by the payroll
2. Place of employment within the state
3. Scheduled hours per day or week

Records must be kept on each individual employee showing:

1. Social Security number and name
2. Date hired, rehired, and terminated
3. Full-time weekly wage
4. The number of hours for which he was paid (except for workers paid on salary)
5. Gross wages in each pay period and total wages for all pay periods in a calendar quarter
6. Value of any remuneration other than cash
7. Any special payments (bonuses, gifts, prizes, etc.)

IMPORTANT: These records must be maintained for the most recent seven-year period.

Audits of Employer Records (T.C.A. Section 50-7-701; Rule 0800-10-03-.10)

Tennessee is required by the federal government to audit the records of a portion of Tennessee's covered employers each year to insure that they are in compliance with the federal and state unemployment insurance laws. Audits are also done when there is reason to believe that an employer may be out of compliance with the unemployment insurance laws.

The Department's Employer Accounts Auditors have the right to audit any employer's records to determine liability, verify payroll information, correct improper reports, or obtain delinquent quarterly Wage and Premium reports.

AN ACT to amend Tennessee Code Annotated, Title 4;
Title 5; Title 6; Title 7; Title 39; Title 54 and Title
66, relative to the regulation of certain products by
governmental entities.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 39-17-1551, is amended by adding
the following as a new subsection:

(e)

(1) Notwithstanding subsection (a) or any other provision of this title, a municipality, a county, or a county having a metropolitan form of government is authorized by local ordinance or resolution, as applicable, to prohibit the use of tobacco products or vapor products, or both, on the grounds of a public park, public playground, public greenway, or any public property that is accessible to use by youth as long as the public park, public playground, public greenway, or public property is owned or controlled by the respective municipality or county.

(2) Notwithstanding subdivision (e)(1), a prohibition enacted pursuant to this subsection (e) does not apply to buildings, sidewalks, or roads.

(3) As used in this subsection (e):

(A)

(i) "Greenway" means:

(a) An open-space area following a natural or man-made linear feature designed to be used for recreation, transportation, conservation, and to link services and facilities; or

(b) A paved, gravel-covered, woodchip covered, or wood-covered path that connects one greenway entrance with another greenway entrance.

(ii) If a greenway traverses a park that is owned or operated by a county, municipality, or instrumentality thereof, the greenway is considered a portion of that park unless designated otherwise by the local legislative body;

(B) "Tobacco product" means any product that contains tobacco and is intended for human consumption;

(C) "Vapor product" has the same meaning as defined in § 39-17-1503; and

(D) "Youth" means persons under twenty-one (21) years of age.

SECTION 2. This act shall take effect July 1, 2020, the public welfare requiring it.

**RESOLUTION TO APPROPRIATE FUNDING FOR THE PURCHASE
OF ART USING FUNDING FROM BOND PROCEEDS
DEDICATED FOR SUCH PURCHASE**

WHEREAS, the Montgomery County Commission approved committing 1% (one percent) of the 2017, 2018 and 2019 bond issue for the purchase of public art; and

WHEREAS, it has been approved by the Public Art Ad Hoc Committee to purchase a piece of art for Patriots Park, a copy of which design is attached hereto totaling \$200,000, and commission art to be painted on both sides of the railroad bridge located on Ft. Campbell Blvd., a copy of which is attached hereto totaling \$30,000; and

WHEREAS, the expected cost of the art pieces, installation, and any additional work needed at the site of the proposed pieces is an amount not to exceed \$230,000; and

WHEREAS, if approved, the remaining balance in the designated account would be \$141,650.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 14th day of September 2020, that the purchase of the aforementioned public art is approved.

Duly passed and approved this 14th day of September 2020.

Sponsor Charles D. Keene

Commissioner [Signature]

Approved _____
County Mayor

Attested _____
County Clerk

PATRIOTS PARK

SCULPTURE PROPOSAL



INSPIRATION

AN ICONIC SYMBOL



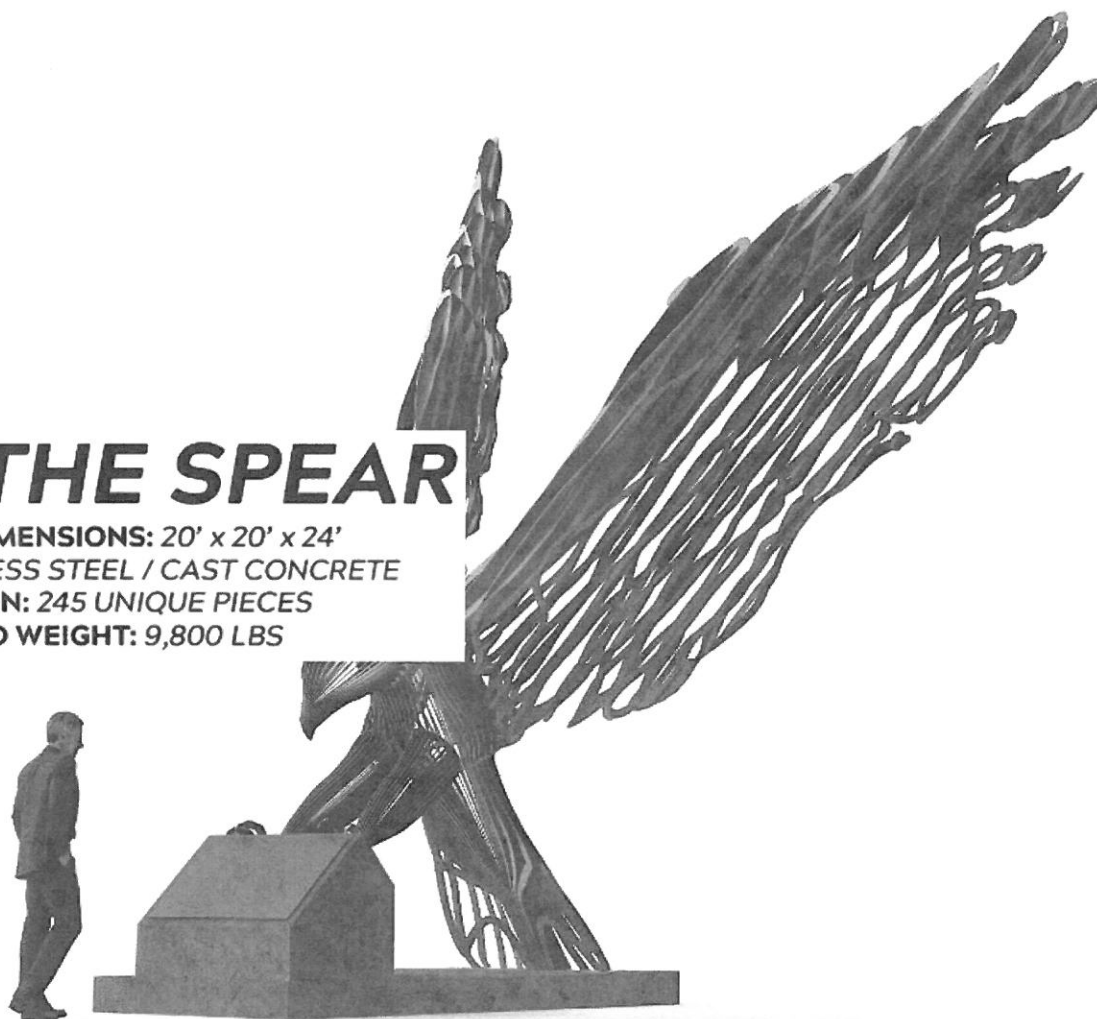


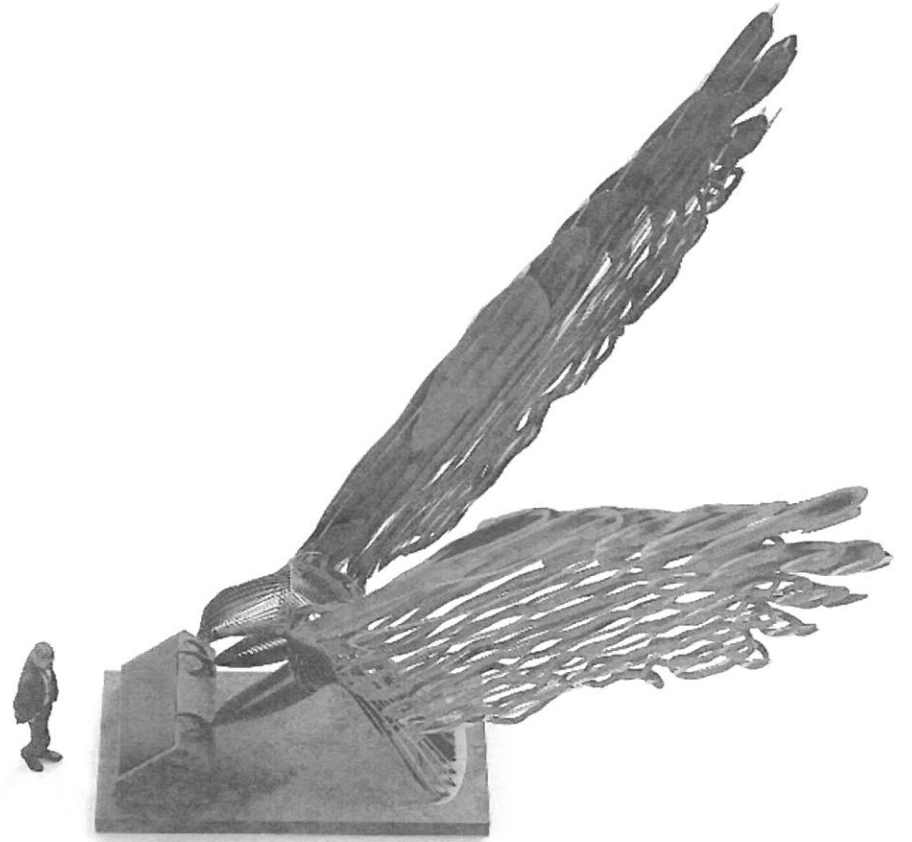
TIP OF THE SPEAR

THE DIVING EAGLE

TIP OF THE SPEAR

SCULPTURE DIMENSIONS: 20' x 20' x 24'
MATERIAL: STAINLESS STEEL / CAST CONCRETE
COMPOSITION: 245 UNIQUE PIECES
PROJECTED WEIGHT: 9,800 LBS











PROJECT BUDGET

PROJECT TIMELINE

\$10,000

CONCEPT DESIGN

2 MONTHS

\$15,000

ENGINEERING / TECHNICAL DESIGN

3 MONTHS

\$40,000

MATERIALS

\$65,000

FABRICATION

\$20,000

LIGHTING

\$20,000

BASE / FOOTER

8 MONTHS

\$10,000

INSTALLATION

1 MONTH

\$20,000

ARTIST FEE [10%]

\$200,000

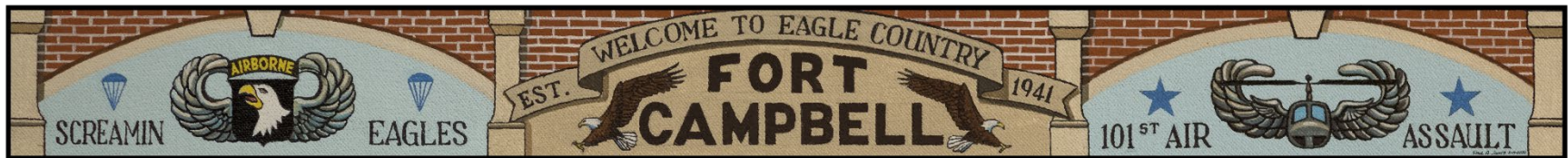
TOTAL

14 MONTHS

ENTERING CLARKSVILLE



ENTERING FORT CAMPBELL



**RESOLUTION TO ESTABLISH JUNETEENTH AS A LEGAL PAID HOLIDAY
FOR MONTGOMERY COUNTY GOVERNMENT AND EMPLOYEES
BEGINNING ON JUNE 19, 2021**

WHEREAS, Governor Bill Lee of the State of Tennessee by proclamation established June 19 as “Juneteenth Day” in Tennessee and encouraged all citizens to join in the same as a worthy observance; and

WHEREAS, June 19 as a date in history represents recognition of June 19, 1865, when in Galveston, Texas, enslaved men and women received word of General Order Number 3, proclaiming to the people of Texas that in accordance with the Proclamation from the Executive of the United States, that all slaves were free; and

WHEREAS, African American men and women of Texas were kept in bondage for over two years after President Lincoln’s Emancipation Proclamation went into effect and had not yet been freed; and

WHEREAS, churches and faith communities began then hosting “Juneteenth” celebrations to commemorate freedom for African Americans; and

WHEREAS, Tennessee was the first state among the states who seceded from the union during the Civil War to end slavery by law prior to the ratification of the Thirteenth Amendment; and

WHEREAS, June 19 gives us an opportunity to recount and remember that freedom has not always extended to every life in America; and

WHEREAS, Juneteenth celebrations across Tennessee serve to commemorate an end to enslavement and honor the heritage and memory of those kept from freedom for so long; and


WHEREAS, every day is an opportunity to strive to more fully realize the ideals of our nation and ensure that the promise of a free and just society is guaranteed for every Tennessean; and

WHEREAS, Montgomery County should observe this holiday by closing its offices except those who serve around the clock such as our First Responders, Medical Services providers, Law Enforcement providers, and others, but Montgomery County's Personnel Policy and Practices should be amended to observe and account for this as a legal holiday as any other legal holiday for which compensation is paid as a holiday.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners on this 14th day of September 2020, that Juneteenth should be honored yearly by Montgomery County recognizing it is a closed paid legal holiday for all employees annually.

Duly passed and approved this 14th day of September 2020.

Sponsor



Commissioner



Approved

County Mayor

Attest

County Clerk

**RESOLUTION TO AUTHORIZE THE REGIONAL PLANNING
COMMISSION TO REHEAR A MATTER**

WHEREAS, the Montgomery County Board of Commissioners hears matters arising from the Regional Planning Commission; and

WHEREAS, in its regular Formal Session of June 8, 2020 it heard the matter, CZ-8-2020, a zoning amendment request, and did not approve the same; and

WHEREAS, any matter heard and acted upon may not be the subject of a Zoning Amendment for a period of 12 months thereafter; and

WHEREAS, however, RPC Regulation 11.11 AMENDMENTS AFFECTING SAME PARCEL OF LAND reads as follows:

Unless a previously allowed zoning map amendment by the County Commission, no action shall be initiated for a Zoning Amendment affecting the same parcel of land more often than once every twelve (12) months; provided, however, by resolution approved by a three-quarters ($\frac{3}{4}$) majority of the members present of the County Commission, that such action may be initiated at any time; and

WHEREAS, Montgomery County desires to consider the question and vote to allow the matter to be presented again to the Regional Planning Commission process sooner than the expiry of 12 months following.

NOW, THEREFORE BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this the 14th day of September 2020, that the Regional Planning Commission is directed to rehear the zoning amendment request CZ-8-2020, as the property owner requests the same, without waiting for the passing of 12 months pursuant to the powers of the Montgomery County Commission in the Regional Planning Commission Regulation 11.11.

For the purpose of approving this resolution, it must pass by a three-quarters ($\frac{3}{4}$) vote of members present.

Duly approved this 14th day of September 2020.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____
County Clerk

**RESOLUTION TO LIMIT THE REHEARING OF MATTERS
BY THE LEGISLATIVE BODY PREVIOUSLY HEARD**

WHEREAS, the Montgomery County Board of Commissioners meets monthly with an informal and formal session, and

WHEREAS, in its regular Informal and Formal Session of each month conducts business on all matters properly before it; and

WHEREAS, any matter heard and acted upon has been undertaken in full and should not be reheard without limitation further; and

WHEREAS, the time of those persons bringing matters before the body, and the time of the body is not well spent on matters not properly prepared, and then heard again.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this the 14th day of September 2020, that except for budget ordinances, no resolution or other matter, previously acted upon by a vote of the body, the Montgomery County Commission, shall be reintroduced in substantially the same form again for consideration before the passing of 12 months from the date of its original hearing, except that such a resolution or matter may be reintroduced as new business upon a two-thirds (2/3) majority vote of the body's members. The determination of whether a resolution or ordinance is substantially the same shall be determined by the Chair.

BE IT FURTHER RESOLVED by the Montgomery County Board of Commissioners that the Internal Operating Rules of this body be amended as stated above.

Duly passed and approved this 14th day of September 2020.

Sponsor

Commissioner

Approved

County Mayor

Attest

County Clerk

RESOLUTION TO AMEND RESOLUTION 20-5-2

WHEREAS, the Montgomery County Board of Commissioners approved Resolution 20-5-2;
and

WHEREAS, the Resolution in part approved the execution of an Interlocal Agreement between the Montgomery County Industrial Development Board, the City of Clarksville, and Montgomery County; and

WHEREAS, the Interlocal Agreement approved therein should be declared void as the same was not executed; and

WHEREAS, the proposed Interlocal Agreement attached hereto as Exhibit A should be substituted in Resolution 20-5-2; and

WHEREAS, such substitution is necessary because the City of Clarksville wishes to be allowed to participate, pro rata to its investment, but has not approved such to date and the project commitments need to move forward; and

WHEREAS, the Exhibited Interlocal Agreement allows the project to go forward with the County and/or the City should they elect to approve and execute the agreement on a pro rata basis.

NOW, THEREFORE, BE IT RESOLVED that Resolution 20-5-2 is hereby amended only to the extent that the Interlocal Agreement attached hereto as Exhibit A is substituted for the Interlocal Agreement originally approved in Resolution 20-5-2 and otherwise, Resolution 20-5-2 remains in full force and effect.

Duly passed and approved this 14th day of September 2020.

Sponsor

Commissioner

Approved

County Mayor

Attest

County Clerk

**INTERLOCAL AGREEMENT AMONG MONTGOMERY COUNTY, TENNESSEE,
THE CITY OF CLARKSVILLE, TENNESSEE, AND THE INDUSTRIAL
DEVELOPMENT BOARD OF THE COUNTY MONTGOMERY COUNTY**

This Interlocal Agreement made and entered into between Montgomery County, Tennessee (hereinafter referred to as “County”), the City of Clarksville, Tennessee (hereinafter referred to as “City”), and the Industrial Development Board of the County of Montgomery (hereinafter referred to as “IDB”) and hereinafter referred to collectively as the “Parties”.

WITNESSETH:

WHEREAS, the IDB is an agency of Montgomery County government, promoting industrial growth and development; and

WHEREAS, the IDB, with the assistance and cooperation of the County and City, has developed several industrial projects which have resulted in the construction of manufacturing plants in the county resulting in the creation of thousands of new jobs; and

WHEREAS, state and local industrial and business leaders have encouraged the IDB to specifically pursue the development of business parks and related office use projects which will encourage and lead to additional non-industrial office development projects, and enhance business and commercial investments in the community; and

WHEREAS, recently the IDB was able to acquire by Purchase Agreement a tract of land of approximately 67+/- acres (the “Project Land”) located near the corner of Dunlop Lane and Ted Crozier Boulevard within the City, which the parties find will be an ideal location for the development of a professionally planned, and architecturally designed, Office Park Project that could be the potential location eventually for the headquarters of a “Fortune 500” company, said

Project Land being more particularly described in Exhibit A (legal description), and as depicted generally in Exhibit B (concept drawing), both attached and incorporated herein.

WHEREAS, the IDB is currently conducting negotiations with private parties for the location of a major franchised “Hotel and Conference Center” to be located on a portion of the Project Land, which will facilitate the recruitment of major, large, national and international corporate office businesses; and

WHEREAS, the purchase price for the Project Land will be \$50,000 per acre. It is expected that the closing of the purchase of said site will take place by September 30, 2020, if not sooner, and site preparation is expected to commence immediately after closing; and

WHEREAS, the Parties find that such Office Park Project will greatly promote business growth and economic development, the creation of good paying jobs, and will cause quality private investments to be made in Montgomery County and the City; and

WHEREAS, it is anticipated that the projected total costs and monetary expenditure to be made by the public Parties hereto for the complete planning, engineering, due diligence, land acquisition, utilities and road construction, and overall development costs will be approximately Eight Million Dollars (\$8,000,000.00); and

WHEREAS, the Parties recognize the importance of moving forward with the Office Park Project, find that it is in the best interests of the citizens of both the City and County, and for the overall benefit of the community, and the County and City desire to support the Project by providing necessary funding to the IDB in order to acquire the Project Land and to proceed with further development thereafter.

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

1. This Interlocal Agreement is contingent upon the IDB acquiring title to the Project Land within a reasonable time, but in no event beyond September 30, 2020, unless extended by mutual written agreement of the Parties hereto.
2. IDB will obtain a bank loan for up to Eight Million Dollars (\$8,000,000.00), secured by Deed of Trust on the Project Land, upon which it will draw funds for the purchase of the land and to pay the costs of the initial development of the Project until the funds from the City and/or the County are available to IDB. Such loan is to be paid with funds to be received either from the County and/or the City in accordance with the terms of this Interlocal Agreement or by the proceeds from the sale of the Project Land, all as explained hereinafter. Such loan funds will be drawn on an as-needed basis up to and until such other funds are available from the City and/or the County, or from project land sales.
3. The Parties hereto acknowledge that the City may not choose to enter into this agreement but will have the option to participate by approving and signing this agreement. The obligations of the City and the County set out herein will be borne only by the County and the proceeds paid only to the County, if the City does not approve and execute this agreement.
4. If the City approves and executes this agreement, the City will make annual payments to IDB of Two Hundred Thousand Dollars (\$200,000.00) each year up to and not to exceed a maximum sum of Two Million Dollars (\$2,000,000.00) and the County will make annual payments to IDB of Five Hundred Ninety-Eight Thousand Dollars (\$598,000.00) up to and not to exceed a maximum sum of Six Million Dollars (\$6,000,000.00). Such annual payments shall commence not later than March 2021, provided development of the Project has been commenced.

If the City does not approve and execute this agreement, the County will make annual payments to IDB of Five Hundred Ninety-Eight Thousand Dollars (\$598,000.00) up to and not to exceed a maximum sum of Six Million Dollars (\$6,000,000.00).

a. Any bond or other financing interest costs paid or to be paid by the County and/or the City shall be included as a credit toward the Grantor/Payor's annual payments made toward total Office Park Project costs.

b. Any in-kind contributions made by the County and/or the City for labor and material costs, and nothing else or additionally, shall be included as a credit toward the Grantor/Payor's of the same, either the County and/or the City, as annual payments made toward total Office Park Project costs. Such in kind contributions made by County and/or City shall offset the annual contribution. In-kind contributions shall continue for the term of this agreement. The Party making any in-kind contribution shall submit to IDB proper documentation in support of such contribution as reasonably needed for the proper determination of the dollar value to be placed on such contributed in-kind work.

c. All costs and payment for costs shall be subject to adjustment as between the County and the City if the City approves and executes this agreement, by mutual written agreement of the Parties.

d. All costs and expenditures for the Project shall be determined and verified by the IDB, and accounted for in accordance with Generally Accepted Accounting Principles, and in accordance with Government Accounting Standards Board pronouncements.

5. The IDB shall take all reasonable efforts to apply and qualify for any and all applicable federal or state grants for the Office Park Project. Any state or federal grants awarded to the Parties for use in connection with the Office Park Project shall be applied to the costs of the project upon

receipt of the grant funds. The balance of remaining Office Park Project costs shall be divided and shared on a prorated basis between the County and the City if the City approves and executes this agreement thereby reducing the annual contribution of each thereafter, but if not approved and executed by the City, then only as to the County.

6. The Parties agree that within the area of the Project Land, a tract of land anticipated to be not less than fifteen (15) acres in size, to accommodate a regional storm water detention basin, will be identified, surveyed, and designated for the purpose of development and construction of a high quality Hotel and Conference Center (hereafter “HCC”). Said tract of land will be “Gifted” and deeded to a HCC Developer who will contract with the IDB to develop at a minimum a 150 room high quality hotel with an attached 40,000 sq. ft. minimum conference center. The County and the City agree, if the City approves and executes this agreement, to such gift of land from the IDB to the HCC Developer for said specific purpose, but not otherwise.

7. All of the Project Land, except for land dedicated for public streets, utilities, and for the “HCC”, is to be sold and the proceeds from all such land sales shall be divided and paid as follows:

a. IDB will receive the first distribution of the proceeds from Project Land sales, such proceeds to be applied to and paid on the balance owed on the bank loan explained in Section 2 hereof.

b. After the said bank loan of IDB has been paid in full, the net sales proceeds will be divided between the City and County, if the City approves and executes this agreement to enable each to recoup all of their investment, but if the City does not approve and execute this agreement all such proceeds shall be paid to the County. Net sales proceeds will be divided as follows: Seventy Five Percent (75%) to Montgomery County and Twenty Five Percent (25%) to City of Clarksville, if

the City approves and executes this agreement, but if not, One Hundred Percent, (100%) to the County.

c. In accordance with T.C.A. § 12-9-104(d)(1), the Executive Director of the IDB shall serve as Administrator of this cooperative undertaking. When the Project is completed, the Executive Director will determine the total amounts incurred or expended on the Project by the IDB, the County, and the City, and after reducing the total amount of Office Park Project costs by the amount of any federal or state grant funds received in connection with the Project, and shall submit and itemized ledger of costs to the County and the City within a reasonable time after completion of the Project, but in no event beyond SIXTY (60) calendar days after completion of the construction of the Office Park Project infrastructure. Thereafter, within SIXTY (60) calendar days, the County and the City, if the City approves and executes this agreement, will remit sufficient funds to the IDB, or to make payments to each other, for the proper adjustments for costs between the County and the City if the City approves and executes this agreement, to carry out their respective financial obligations as set out herein so that both the County and the City, if the City approves and executes this agreement, will each have contributed their respective financial commitment as explained above.

d. Title to the real estate and improvements to the property comprising the Project Land as described herein for the creation of the Office Park Project shall be acquired by and held in the name of the IDB.

e. The IDB shall have full responsibility and authority for negotiating all of the terms of future sales, the use thereof, and the sales price of all land within the Project Area, subject to the prior written approval of both the County and City mayors if the City approves and executes this agreement,, but if not, only the County Mayor.

- f. The duration of this Interlocal Agreement is perpetual.
- g. The parties agree that the purpose of this Interlocal Agreement is to comply with resolutions passed by the Board of County Commissioners, and/or by the Clarksville City Council, with respect to the undertakings outlined herein for the development, construction and financing of such Office Park Project, and to comply with the provisions of T.C.A. § 12-9-101, *et. seq.* regarding interlocal agreements between local governmental units.
- h. All parties agree and recognize that time is of the essence in carrying out the obligation and intent of this Agreement.

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

MONTGOMERY COUNTY, TENNESSEE

By: _____
Jim Durrett, Mayor

Date: _____

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Joe Pitts, Mayor

Date: _____

INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF MONTGOMERY

By: _____
John Wally Crow, Chairman

Date: _____

**PROPERTY DESCRIPTION
OF THE JBMM LLC PROPERTY
DUNLOP LANE, CLARKSVILLE TN. 37040**

Being a tract of land in the 6th Civil District of Montgomery County Tennessee, said tract belonging to JBMM LLC as recorded in Official Record Volume (ORV.)1761, Page (Pg.)1156 at the Registers Office of Montgomery County Tennessee, said tract is generally located north of and adjacent to Dunlop Lane, East of and adjacent to Ted Crozier Blvd., South of and adjacent to the R. J. Corman Railroad and West of and adjacent to Interstate 24, said property being more fully described as follows:

Beginning at an existing iron pin capped "DBS and Assoc." in the east right of way of Ted Crozier Blvd., said pin being the northwest corner of the Rafferty's Real Estate Partners as recorded in ORV. 411, Pg. 413 ROMCT, said pin also being located North 02°31'02" East 424.0 feet from the centerline intersection of Ted Crozier Blvd. and Dunlop Lane;

Thence leaving said Rafferty's Real Estate Partners property and with said east right of way of Ted Crozier Blvd., **North 11°10'01" West 479.80 feet** to a new iron pin, said pin being in the south boundary line of the Virginia James and Jason Feltner Family Foundation property as recorded in ORV. 1799 Pg. 868 ROMCT;

Thence leaving said east right of way of Ted Crozier Blvd. and with the south and north boundary lines of said Feltner Family Foundation property the following two calls; **North 08°35'58" East 22.28 feet** to an existing ½" iron pin (leaning);

Thence **North 73°14'38" West 8.52 feet** to a new iron pin capped "DBS and Assoc." in the east right of way of Ted Crozier Blvd.;

Thence with said east right of way of Ted Crozier Blvd., **North 11°09'58" West 430.10 feet** to an existing iron pin capped "Young and Hobbs" in the south boundary line of said Virginia James and Jason Feltner Family Foundation property;

Thence leaving said east right of way of Ted Crozier Blvd. and with said Feltner Foundation property, **North 09°12'12" East 134.84 feet** to a new iron pin capped "DBS and Assoc." in the south right of way of R.J. Corman Railroad;

Thence leaving said Feltner Family Foundation property and with the south right of way of said R.J. Corman Railroad, **North 56°57'02" East 2,062.22 feet** to a new iron pin capped "DBS and Assoc." in the west right of way of Interstate 24;

Thence leaving said R.J. Corman Railroad and with said west right of way of Interstate 24, **South 34°45'16" East 1,102.89 feet** to an existing iron pin, said pin being located 23.47 feet northwest of an existing concrete monument, said pin also being the northern most corner of the Clarksville Health System G.P. property as recorded in ORV. 1097, Pg. 1469 ROMCT;

Thence leaving said west right of way of Interstate 24 and with the north and west boundary line of said Clarksville Health System GP property the following three (3) calls: **South 57°37'53" West 745.33 feet** to an existing ½" iron pin;

Thence **South 37°42'36" West 420.00 feet** to a new iron pin capped "DBS and Assoc.";

Thence **South 03°51'48" West 590.13 feet** to a new iron pin capped "DBS and Assoc.", said new iron pin being the northeast corner of the Zaver Real Estate LLC property as Recorded in ORV.1200, Pg. 135 ROMCT;

Thence leaving said Clarksville Health System GP property and with the north boundary line of said Zaver Real Estate LLC property, **North 83°34'19" West 355.83 feet** to a new iron pin capped "DBS and Assoc.", said pin being the northwest corner of said Zaver Real Estate LLC property;

Thence with the west boundary line of said Zaver Real Estate LLC property, **South 06°25'41" West 355.30 feet** to a new iron pin capped "DBS and Assoc." in the north right of way of Dunlop Lane, said pin being the southwest corner of said Zaver Real Estate LLC property;

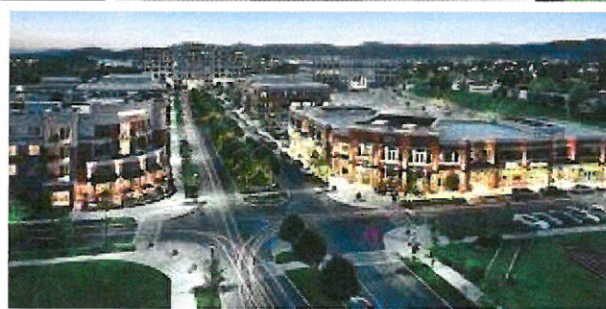
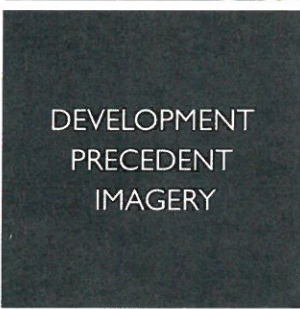
Thence leaving said Zaver Real Estate LLC property and with said north right of way of Dunlop Lane, **North 82°00'20" West 49.62 feet** to a new iron pin capped "DBS and Assoc.", said pin being the southeast corner of the Gateway Crossing GP property as recorded in ORV. 1305, Pg. 2214 and ORV.1276, Pg. 346 ROMCT;

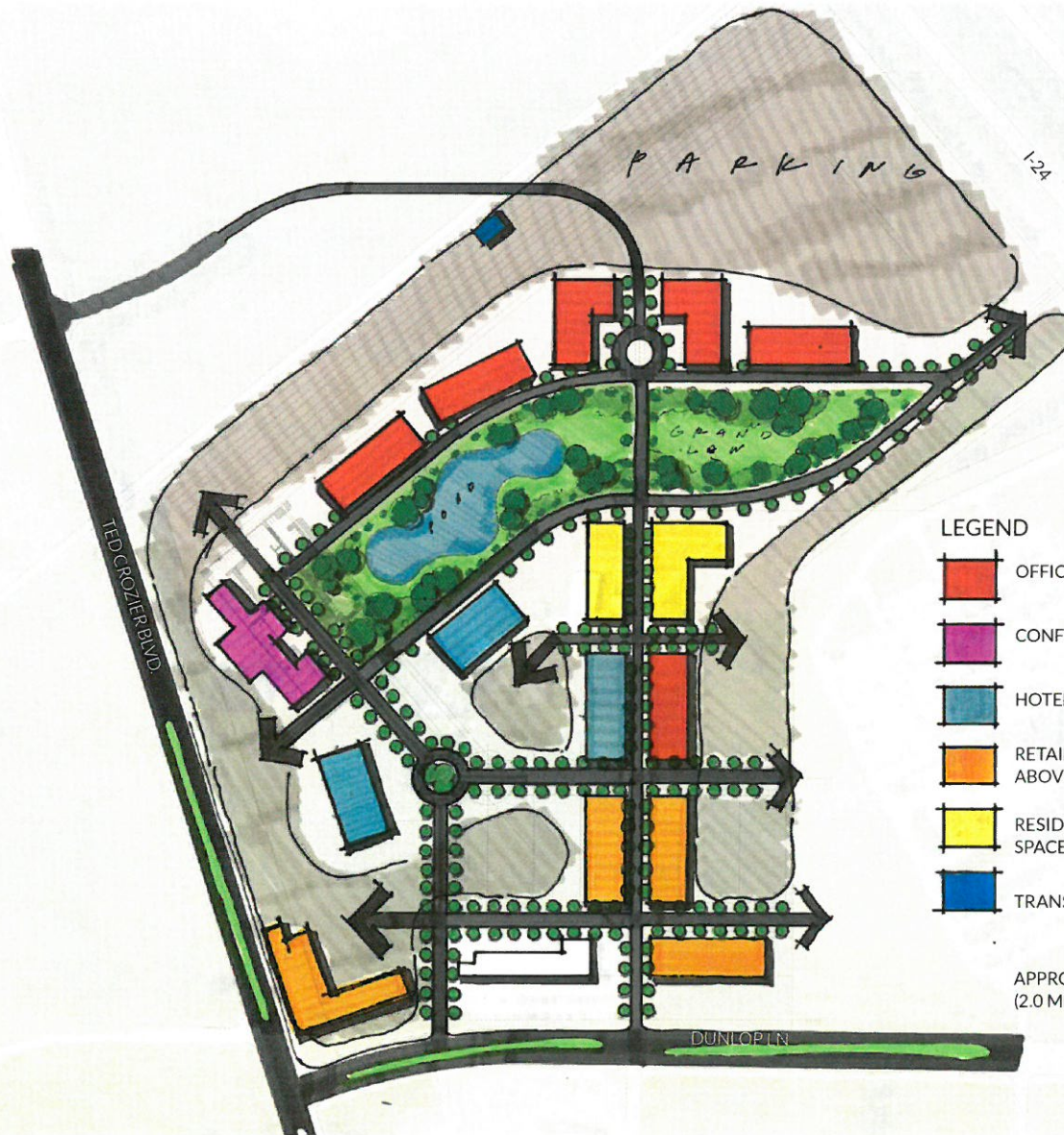
Thence leaving said north right of way of Dunlop Lane and with the east boundary line of said Gateway Crossing GP property, **North 06°33'08" East 260.68 feet** to a new iron pin capped "DBS and Assoc.", said pin being the northeast corner of said Gateway Crossing GP property;

Thence with the north boundary line of said Gateway Crossing GP property, **North 83°27'12" West 467.59 feet** to an existing iron pin capped "DBS and Assoc.", said pin being the northwest corner of said Gateway Crossing GP property and the northeast corner of said Rafferty's Real Estate Partners property;

Thence leaving said Gateway Crossing GP property and with the north boundary line of said Rafferty's Real Estate Partners property, **North 83°26'29" West 396.91 feet** to the point of beginning, **containing 3,016,463 Sq. Ft. or 69.25 Acres more or less.**

Subject to any restrictions, conveyances, covenants, easements and right of ways both of and not of record.

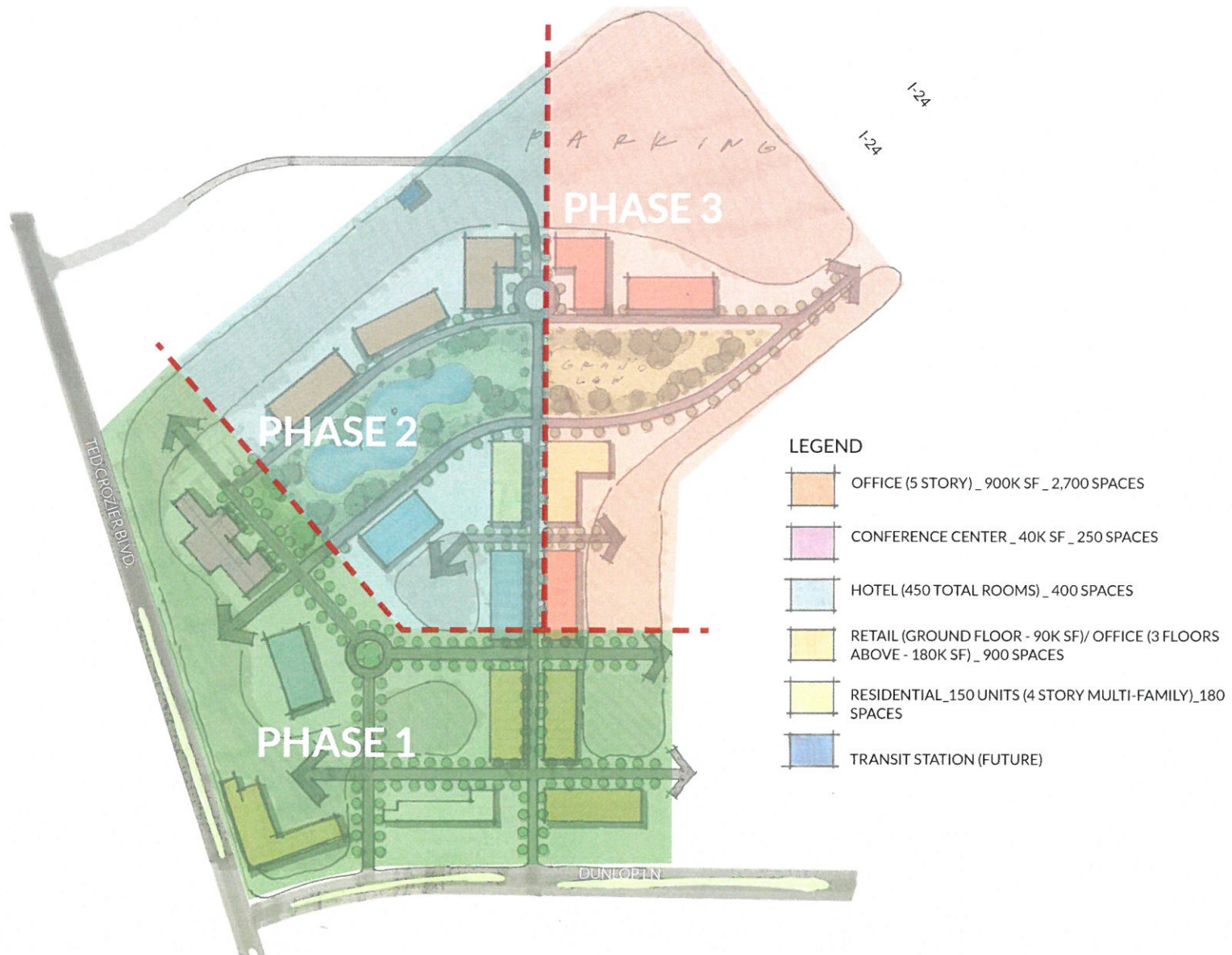




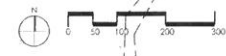
LEGEND

- OFFICE (5 STORY) _ 900K SF _ 2,700 SPACES
- CONFERENCE CENTER _ 40K SF _ 250 SPACES
- HOTEL (450 TOTAL ROOMS) _ 400 SPACES
- RETAIL (GROUND FLOOR - 90K SF)/ OFFICE (3 FLOORS ABOVE - 180K SF) _ 900 SPACES
- RESIDENTIAL_150 UNITS (4 STORY MULTI-FAMILY)_180 SPACES
- TRANSIT STATION (FUTURE)

APPROXIMATE TOTAL ROAD LENGTH: 10,500 LF
(2.0 MILES)







RESOLUTION TO LEVY A COUNTY-WIDE MOTOR VEHICLE TAX

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this the 14th day of September 2020, that the previous existing Resolution (17-3-4) is amended as follows:

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

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

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

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

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

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



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

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

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

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

Duly passed approved this 14th day of September 2020.

Sponsor 
Commissioner 
Approved 
County Mayor

Attested _____
County Clerk

A RESOLUTION OF THE COUNTY COMMISSION OF MONTGOMERY COUNTY, TENNESSEE AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT AND INTERLOCAL AGREEMENT RELATING TO THE ACQUISITION OF A SITE TO BE USED FOR SCHOOL FACILITIES

WHEREAS, the County Commission (the "Commission") of Montgomery County, Tennessee (the "County") has met pursuant to proper notice; and

WHEREAS, the Commission and the Board of Education of the Clarksville-Montgomery County School System ("CMCSS") have determined that additional schools will be needed to serve students in the County in the upcoming years and that an immediate need exists for a new middle school; and

WHEREAS, the County and CMCSS have identified a site located adjacent to Rossview Road as an appropriate location for the construction of a new middle school and for the future construction of additional school facilities; and

WHEREAS, the proposed site for school facilities does not presently have adequate road access, utility services and other public infrastructure that is necessary to serve the site, but the current owner of the site, Rossview Farms, LLC (the "Developer"), intends to construct such public infrastructure to serve the proposed site because such public infrastructure shall not only facilitate the sale of the site for use for school facilities but will facilitate the eventual development of adjacent property owned by the Developer; and

WHEREAS, in order to provide for the most expeditious and cost efficient method for the acquisition of the proposed school site, the County and CMCSS desire The Industrial Development Board of the County of Montgomery (the "IDB"), a public, nonprofit corporation previously incorporated by the County, to negotiate and contract with the Developer to acquire the proposed school site as a prepared site served by appropriate public infrastructure and in an appropriate condition for the construction of school facilities by CMCSS; and

WHEREAS, the IDB is empowered by applicable law to acquire and dispose of properties that are appropriate for use for sites for public buildings, such as school facilities; and

WHEREAS, there have been submitted to the Commission the forms of the following instruments (collectively, the "Agreement") which the County proposes to execute to carry out the transactions described above:

a) An Interlocal Cooperation Agreement ("Interlocal Cooperation Agreement") among the IDB, the County and CMCSS providing for the respective rights and obligations of the IDB, the County and CMCSS relating to the acquisition of the proposed school site; and

b) A Purchase Agreement (the "Purchase Agreement") between the County and the IDB pursuant to which the County agrees to purchase the proposed school site in phases from the IDB upon the acceptance and acceptance of such property by the IDB; and

WHEREAS, the IDB and CMCSS will approve or have approved the form of each of the Agreements to which each is a party.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY AS FOLLOWS:

Section 1. The Commission hereby approves the execution and delivery on behalf of the County of each of the Agreements in the form submitted to Commission at the time of consideration of this Resolution with only such changes as are authorized in the next section of this Resolution.

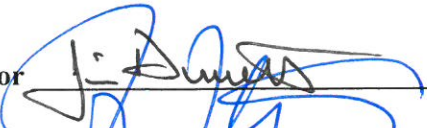
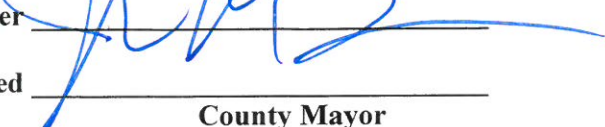

Section 2. The Commission hereby authorizes and directs the Mayor of the County to execute and to deliver to the other parties thereto the Agreements. In connection with the execution and delivery of the Agreements, the Commission hereby authorizes the Mayor to approve non-substantive changes to the Agreements as is necessary to consummate the transactions described above. Without limiting the foregoing, the Commission hereby authorizes the Mayor, in connection with the execution and delivery of the Agreements, to (i) insert the appropriate dates of such documents upon the execution thereof and to finalize any related terms that are dependent on such dates; and (ii) ensure that the correct exhibits are attached to each document to reflect the expected terms of the transaction, including correct property descriptions.

Section 3. The proper officers of the County be, and each of them hereby is, authorized and directed to execute, deliver and record any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreements.

Section 4. This resolution is to take effect from and after its passage, the public welfare requiring it.

BE IT FURTHER RESOLVED that it is reasonably expected that Montgomery County, Tennessee will reimburse itself to the appropriate fund for certain expenditures in connection with the Phase I purchase of the property located on Rossview Road in the Northeastern quadrant of Montgomery County, TN in an amount not to exceed \$7,000,000 from the proceeds of general obligation or revenue bonds of Montgomery County, Tennessee for this resolution pertaining to said property. This resolution shall be placed in the minutes of the Board of County Commissioners and shall be made available for inspection by the general public at the office of the Board of County Commissioners. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Duly passed and adopted this the 14th day of September 2020.

Sponsor 
Commissioner 
Approved  County Mayor

Attest _____
County Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), made and entered into as of the ____ day of September, 2020 (the "Effective Date"), is by and between the MONTGOMERY COUNTY, TENNESSEE (the "County"), a political subdivision of the State of Tennessee, and THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY (the "IDB"), a public nonprofit corporation duly organized under the laws of the State of Tennessee, including but not limited to Tennessee Code Annotated Sections 7-53-101 *et seq.*

RECITALS:

WHEREAS, the County and the Board of Education of the Clarksville-Montgomery County School System ("CMCSS") have determined that additional schools will be needed to serve students in the County in the upcoming years and that an immediate need exists for a new middle school; and

WHEREAS, the County and CMCSS have identified a site located adjacent to Rossvie Road as an appropriate location for the construction of a new middle school and for the future construction of additional school facilities (the "School Site") ; and

WHEREAS, the proposed School Site does not presently have adequate road access, utility services and other public infrastructure that is necessary to serve the School Site, but the current owner of the School Site, Rossvie Farms, LLC (the "Developer"), intends to construct such public infrastructure to serve the School Site because such public infrastructure shall not only facilitate the sale of the School Site for use for school facilities but will facilitate the eventual development of adjacent property owned by the Developer; and

WHEREAS, in order to provide for the most expeditious and cost efficient method for the acquisition of the School Site, the County and CMCSS requested the IDB to negotiate and contract with the Developer to acquire the School Site as a prepared site served by appropriate public infrastructure and in an appropriate condition for the construction of school facilities by CMCSS;

WHEREAS, the IDB is empowered by applicable law to acquire and dispose of properties that are appropriate for use for sites for public buildings, such as school facilities; and

WHEREAS, pursuant to a Development Agreement of even date herewith between the IDB and the Developer (the "Development Agreement") the Developer has agreed to undertake the improvement of the School Site and construction of the public infrastructure necessary to serve the School Site by first completing the area to be used for the middle school (the "Phase One Property") and then completing the improvements and public infrastructure necessary to serve the remainder of the School Site (the "Phase Two Property"); and

WHEREAS, upon the completion of the improvements under the Development Agreement by the Developer in accordance with the terms and conditions of the Development Agreement, the IDB shall purchase the Phase One Property and the Phase Two Property from the Developer pursuant to the terms of the Development Agreement; and

WHEREAS, upon the IDB's purchase of the Phase One Property and Phase Two Property from the Developer, the County shall purchase the improved Phase One Property and Phase Two Property from the IDB for the purchase price set forth herein, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the promises, covenants, terms and conditions contained herein and the mutual benefits to be derived by the parties hereto, it is hereby agreed as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Development Agreement.

2. Sale of Property. The IDB hereby agrees to sell and convey, and the County hereby agrees to purchase, the Phase One Property and the Phase Two Property upon the terms and conditions contained in this Agreement. Such acquisition shall occur in two phases, with the County first purchasing the Phase One Property and then the Phase Two Property.

3. Purchase Price. The total purchase price (the "Purchase Price") for the sale of the Property is \$22,486,000. The Purchase Price attributable to the Phase One Property is \$6,700,611 (the "Phase One Purchase Price") and the Purchase Price attributable to the Phase Two Property is \$15,785,389 (the "Phase Two Purchase Price"). The Phase One Purchase Price and Phase Two Purchase Price, respectively, shall be paid by wire transfer at the Closing (as defined below) of each of the Phase One Property and the Phase Two Property.

4. Closing. The closing of the purchase and sale of each of the Phase One Property and the Phase Two Property (each a "Closing") shall be held at the offices of the County or at such other location as may be mutually agreed upon by the parties hereto. Each Closing shall occur on the dates (each a "Closing Date") on which the IDB acquires, respectively, the Phase One Property and Phase Two Property from the Developer.

5. Environmental Status. The County acknowledges and agrees that the IDB shall have no liability whatsoever with respect to any Hazardous Materials that may be discovered on the School Site at any time. The County hereby acknowledges that pursuant to the Development Agreement, the Developer is required to convey the School Site free of Hazardous Materials and that the County is relying on such covenant. The IDB will fully cooperate with the County in enforcing such covenant in the event Hazardous Materials are found on the School Site.

6. Representations, Warranties and Covenants of the IDB. The IDB represents and warrants that: (a) it is a public nonprofit corporation duly organized and existing under the laws of the State of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which the IDB is now a party or by which it is bound and do not constitute a default under any of the foregoing. The IDB covenants and agrees that it shall not enter into any amendment of the Development Agreement without the prior consent of the County and CMCSS.

7. Representations, Warranties and Covenants of the County. The County represents and warrants to the Seller that: (a) it is a political subdivision of the State of Tennessee, (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which the County is now a party or by which it is bound and do not constitute a default under any of the foregoing. The County acknowledges and agrees that the IDB shall have no responsibility for, or liability in connection with, determining the suitability of the School Site for the construction of schools by CMCSS.

8. Condition to Closing. The obligations of the County to purchase the Phase One Property and the Phase Two Property shall be subject only to the acceptance of such properties pursuant to the Development Agreement and the acquisition thereof by the IDB, all in accordance with the terms and conditions set forth in the Development Agreement.

9. Obligations of the IDB at Closing. At Closing, the IDB shall satisfy and perform the following:

(a) deliver to the County a quitclaim deed suitable for recording, and conveying fee simple title to the Phase One Property or the Phase Two Property, as the case may be, to the County; and

(b) surrender possession of the Property to the County.

10. AS-IS CONDITION; ASSIGNMENT OF WARRANTIES. THE COUNTY HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS CONVEYANCES MADE BY THE IDB HEREUNDER WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY THE IDB. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE COUNTY AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH THE IDB HEREBY DISCLAIMS. NO WARRANTY OR REPRESENTATION IS MADE BY THE IDB AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE DOCUMENTS EXECUTED AT CLOSING. HOWEVER, THE IDB AGREES TO ASSIGN TO THE COUNTY ALL WARRANTIES PROVIDED TO THE IDB BY THE DEVELOPER PURSUANT TO THE DEVELOPMENT AGREEMENT AND SHALL FULLY COOPERATE WITH THE COUNTY AND CMCS IN ENFORCING SUCH WARRANTIES.

11. Obligations of the County at Closing. At each Closing, the County shall deliver to the IDB the applicable portion of the Purchase Price.

12. Remedies. If the purchase and sale contemplated by this Agreement is not consummated by reason of default on the part of the County, then the IDB may elect to pursue all remedies provided by law, including, without limitation, enforcement of specific performance of the obligations of the County. If the purchase and sale contemplated by this Agreement is not consummated by reason of default on the part of the IDB, then the County may seek specific performance of the obligations of the IDB.

13. Relationship of the Parties. The IDB shall not be deemed to be an agent of the County in making this Agreement or by any action taken hereunder or in connection with the Development Agreement.

14. Assignment. Neither the County nor the IDB may assign or transfer this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such

parties' discretion; provided, however, that the IDB may assign this Agreement and grant to the Developer a security interest in the IDB's right to receive the Purchase Price proceeds under this Agreement in order to secure the payment of the Acquisition Payments to the Developer by the IDB. In furtherance thereof, the IDB may enter into a collateral assignment agreement (the "Collateral Assignment") with the Developer and, if requested by the Developer, any lending institution providing financing to the Developer in connection with the development of the School Site (the "Developer's Lender"). Pursuant to the Collateral Assignment, the IDB may, among other things, assign to the Developer the IDB's right to receive the Purchase Price under this Agreement. Any assignment or purported assignment of this Agreement by any party hereto in violation of the terms of this Section 14 shall constitute a default hereunder.

15. Limitation of Liability. All covenants, stipulations, promises, agreements and obligations of the IDB and the County contained in this Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the IDB and the County, as applicable, and not of any officer, director, employee or agent of the IDB or the County nor of any incorporator, director, employee or agent of any successor corporation to the IDB, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith. Any and all personal liability or obligation, whether in common law or in equity or by reason of statute or constitution or otherwise, of any such person is hereby expressly waived and released by the County and the IDB respectively as a condition to and consideration for the entering into this Agreement.

16. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

(b) Notices. Any notice, request, demand, instruction or other communication (a "Notice") to be given to any party with respect to this Agreement may be given either by the party or its counsel and shall be deemed to have been properly sent and given when (a) delivered by hand, (b) sent by certified mail, return receipt requested, or (c) sent by reputable courier service. If delivered by hand or courier service, a Notice shall be deemed to have been sent, given and received on the date when actually received by the addressee (or on the date when the addressee refuses to accept delivery of same). If sent by certified mail, a Notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee. The addresses to which Notices shall be sent are:

(h) Headings; Construction. The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have executed and sealed this Purchase Agreement, as of the day and year first above written.

THE COUNTY:

MONTGOMERY COUNTY, TENNESSEE

By: _____
County Mayor

THE IDB:

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF MONTGOMERY

By: _____
Chairman

28852644.2

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MONTGOMERY
COUNTY, TENNESSEE, THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF
MONTGOMERY, AND THE CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM
(RELATED TO SCHOOL SITE ADJACENT TO ROSSVIEW ROAD)**

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this ____ day of September, 2020, between Montgomery County, Tennessee (the "County"), The Industrial Development Board of the County of Montgomery (the "IDB"), and the Clarksville-Montgomery County School System ("CMCSS") relating to the acquisition and improvement of a site for the construction of school facilities adjacent to Rossview Road.

RECITALS

WHEREAS, the IDB is an industrial development corporation organized by the County and is duly incorporated pursuant to Sections 7-53-301 et seq., Tennessee Code Annotated; and

WHEREAS, the IDB, as a public, nonprofit corporation, has a corporate existence distinct and separate from the County and CMCSS; and

WHEREAS, the IDB is authorized under the Act to acquire and improve real property for projects that are authorized to be undertaken by the IDB, and such authorized projects include public buildings, such as school facilities, for use by the County and/or CMCSS; and

WHEREAS, Rossview Farms, LLC (the "Developer") owns certain real property adjacent to Rossview Road that is suitable as a site for construction of school facilities (the portion of the real property to be used for the school facilities being the "School Site"); and

WHEREAS, in order to provide for the acquisition and improvement of the School Site in the most cost efficient and expeditious manner, the County and CMCSS have requested, and the IDB has agreed, to undertake the acquisition of School Site as an improved site served by adequate public infrastructure and ready for construction of school facilities by CMCSS; and

WHEREAS, pursuant to a Development and Purchase Agreement entered into on the date hereof between the IDB and the Developer (the "Development Agreement"), the Developer has agreed to first complete the grading and sufficient public infrastructure on a portion of the School Site to permit the construction by CMCSS of a middle school on that portion of the School Site known as the "Phase One Property," and the Developer will sell the Phase One Property to the IDB upon completion of the improvements required by the Development Agreement; and

WHEREAS, the Developer will then complete grading and infrastructure necessary to serve the area on which future school facilities will be constructed on the portion of the School Site known as the "Phase Two Property," and the Developer will sell the Phase Two Property to the IDB upon its completion of the improvements required by the Development Agreement; and

WHEREAS, the IDB will sell the Phase One Property and the Phase Two Property to the County pursuant to that certain Purchase Agreement that is being entered into between the IDB and the County (the "Purchase Agreement"); and

WHEREAS, the IDB will use the proceeds paid by the County under the Purchase Agreement to pay the Developer for the Phase One Property and the Phase Two Property; and

WHEREAS, the parties have agreed to enter into this agreement in order to evidence the parties' support for the transactions described above and to make certain agreements relating thereto; and

WHEREAS, the parties are authorized to enter into the subject agreement pursuant to the Interlocal Cooperation Act ("ICA"), codified at Section 12-9-101 et seq., Tennessee Code Annotated; and

WHEREAS, the ICA has as its purpose to permit local government units the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to form of government organization that will accord best with economic and other factors influencing the needs and development of local communities.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein and other good and valuable consideration, the parties agree as follows.

1. School Site Location and Development. CMCSS and the County hereby confirm that the School Site is the preferred site for the construction of a new middle school and school facilities to be constructed in the future in such area of the County. CMCSS and the County hereby request that the IDB facilitate the acquisition and improvement of the School Site with the public infrastructure, including the road and utilities, necessary to facilitate the development of the School Site with school facilities.

2. IDB and the School Site. The IDB hereby agrees to enter into all agreements necessary to undertake the acquisition of School Site as an improved site served by adequate public infrastructure and ready for construction of school facilities by CMCSS.

3. County Purchase Agreement. The County and the IDB hereby agree to enter into the Purchase Agreement as of the date hereof whereby the County will purchase the Phase One Property and Phase Two Property from the IDB, and the County agrees to provide the funds necessary to purchase such property from the IDB.

4. Cooperation of Parties. The parties agree to cooperate with each other to facilitate the transactions described herein.

5. Transfer of the Property to CMCSS. Upon the acquisition of the Phase One Property and the Phase Two Property, the County will transfer the Phase One Property and the Phase Two Property to CMCSS in such manner as the County typically transfers property to CMCSS for school purposes.

6. Acceptance of School Site. If the School Site is designed and improved in compliance with the Development Agreement, CMCSS will accept title to the improved Phase One Property and Phase Two Property and commence construction of the proposed middle school.

7. Reports and Notices. In the event the IDB receives a notice or report under the Development Agreement that is not otherwise provided to the County and CMCSS, the IDB promptly forward such notice or report to CMCSS and the County.

8. Authority. The parties recognize and affirm that the ultimate authority and responsibility for the operation of the school system in the County, including construction of school facilities, rests exclusively with CMCSS. In approving this Agreement, the governing bodies of the IDB and the County

12. Amendments and Modifications. This Agreement is intended by the parties as the final expression of their agreement and is intended as a complete statement of the terms herein. No amendment, modification, or alteration to this Agreement shall be valid or enforceable nor shall any waiver of any provision be effective unless such amendment, modification, or alteration is approved, in writing, by the governing body of the parties hereto. The amendment of any agreement between the parties hereto and any other person or entity which deletes, alters, or amends a provision in such agreement relating to the rights of any other party hereto without the prior, written consent of such party to such amendment shall constitute a breach of this Interlocal Agreement.

13. Entire Agreement. This Agreement constitutes the entire, integrated agreement of the parties hereto and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Non-Assignment. This Agreement and the rights and duties hereunder shall not be assignable by any of the parties hereto.

15. Limitation of Liability. All covenants, stipulations, promises, agreements and obligations of the parties contained in this Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the parties hereto, as applicable, and not of any officer, director, employee or agent of such parties nor of any incorporator, director, employee or agent of any successor corporation to any such party, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be executed by their duly authorized representatives.

MONTGOMERY COUNTY, TENNESSEE

By: _____
Its: _____

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE COUNTY OF MONTGOMERY

By: _____
Its: _____

CLARKSVILLE-MONTGOMERY COUNTY
SCHOOL SYSTEM

By: _____
Its: _____

28852507.1

**RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE
COUNTY OF MONTGOMERY AUTHORIZING THE EXECUTION OF
PROJECT DOCUMENTS RELATING TO THE ACQUISITION OF A SITE TO BE
USED FOR SCHOOL FACILITIES**

WHEREAS, The Industrial Development Board of the County of Montgomery (the "IDB") is authorized to acquire, improve, and convey projects, including, without limitation, public buildings for any city, county or metropolitan government, or any public authority, agency or instrumentality of the state of Tennessee or of the United States of America;

WHEREAS, Montgomery County (the "County") and the Board of Education of the Clarksville-Montgomery County School System ("CMCSS") have determined that additional schools will be needed to serve students in the County in the upcoming years and that an immediate need exists for a new middle school;

WHEREAS, the County and CMCSS have identified a site (the "School Site") located adjacent to Rossvie Road as an appropriate location for the construction of a new middle school and for the future construction of additional school facilities; and

WHEREAS, the proposed School Site does not presently have adequate road access, utility services and other public infrastructure that is necessary to serve the School Site, but the current owner of the School Site, Rossvie Farms, LLC (the "Developer"), intends to construct such public infrastructure to serve the proposed School Site because such public infrastructure shall not only facilitate the sale of the School Site for use for school facilities but will facilitate the eventual development of adjacent property owned by the Developer; and

WHEREAS, in order to provide for the most expeditious and cost efficient method for the acquisition of the proposed School Site, the County and CMCSS desire the IDB to negotiate and contract with the Developer to acquire the proposed School Site as a prepared site served by appropriate public infrastructure and in an appropriate condition for the construction of school facilities by CMCSS;

WHEREAS, there have been submitted to the IDB the forms of the following instruments (collectively, the "Project Documents") which the Board proposes to execute to carry out the transactions described above, copies of which Project Documents shall be filed with the records of the Board:

- a) Development Agreement (the "Development Agreement") between the Board and the Developer pursuant to which the Developer shall undertake the grading and sufficient public infrastructure on the School Site and agree to convey the School Site, in phases, to the IDB;
- b) Interlocal Cooperation Agreement (the "Interlocal Cooperation Agreement") among the IDB, the County and CMCSS relating to the transactions described above; and
- c) Purchase Agreement (the "Purchase Agreement") between the County and the IDB pursuant to which the County agrees to purchase each phase of the School Site from the IDB upon its acceptance and acquisition by the IDB.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Industrial Development Board of the County of Montgomery, as follows:

1. It is hereby found and determined that the undertaking of the Project will promote the economy and development in the State of Tennessee and Montgomery County, Tennessee and the welfare of the citizens thereof.

2. The IDB is hereby authorized to take title to each phase of the School Site pursuant to such deed or deeds as are acceptable to legal counsel to the IDB.

3. The form and substance of the Project Documents as presented to the IDB are hereby approved. The Chair or Vice Chair of the IDB is hereby authorized and directed to execute, and, if requested, its Secretary or Assistant Secretary is hereby authorized to attest, and either is authorized and directed to deliver the Project Documents to each other party thereto in substantially the form presented to the IDB together with such changes as may be approved by the officers executing same and legal counsel to the IDB.

4. The officers of the IDB are, and each of them is, furthermore hereby authorized to do all acts and things and execute and attest all documents, from time to time, as may be deemed necessary or convenient by such officers and legal counsel to the IDB to carry out and comply with the provisions of the Project Documents and this Resolution.

5. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

Adopted this ____ day of September, 2020.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE COUNTY OF MONTGOMERY

By: _____
Chairman

Attest:

Secretary

I hereby certify that attached hereto is a resolution of The Industrial Development Board of the County of Montgomery, duly and lawfully adopted by its Board of Directors on September __, 2020, at a meeting at which a quorum was acting throughout and I furthermore certify that such resolution has not been amended or modified in any respect.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE COUNTY OF MONTGOMERY

Secretary

**DEVELOPMENT AND PURCHASE AGREEMENT
(RELATING TO SCHOOL SITE ADJACENT TO ROSSVIEW ROAD)**

THIS **DEVELOPMENT AND PURCHASE AGREEMENT** (this “Agreement”), effective as of September __, 2020 (the “Effective Date”), is by and between **ROSSVIEW FARMS, LLC**, a Tennessee limited liability company (the “Developer”), and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY**, a Tennessee public, nonprofit corporation (the “IDB”).

Background Statement

Montgomery County (the “County”) and the Board of Education of the Clarksville-Montgomery County School System (“CMCSS”) have determined that additional schools will be needed to serve students in the County in the upcoming years and that an immediate need exists for a new middle school to serve the students in the County. The County and CMCSS have identified property located adjacent to Rossview Road as desirable for a site for the immediate construction of a middle school and the future construction of additional school facilities. The proposed site is a portion of property owned by the Developer and is part of the parcels identified by parcel number listed on Exhibit A attached hereto (the “Developer Property”). A diagram depicting the proposed site that would be developed for schools and related facilities is shown on Exhibit B attached hereto (the “School Site”). The Developer intends to develop in the future the Developer Property that is not sold to the IDB pursuant to this Agreement together with other property owned by the Developer and in order to facilitate the transactions described herein and such future development, the Developer intends to construct the public infrastructure, including the road and utilities, necessary to serve the Developer Property, including the School Site.

The IDB is a public, non-profit corporation created by the County pursuant to Title 7, Chapter 53 of the Tennessee Code Annotated (the “IDB Act”), governed by a board of directors appointed by the County, but is a separate legal entity that is not controlled by the County or CMCSS. The IDB is authorized by the IDB Act to acquire and improve real property for projects that are authorized to be undertaken by the IDB, and such authorized projects include public buildings, such as school facilities, for use by the County and/or CMCSS. In order to provide for the acquisition and improvement of the School Site in the most cost efficient and expeditious manner, the County and CMCSS have requested the IDB to undertake the acquisition of School Site as an improved site served by adequate public infrastructure and ready for construction of school facilities by CMCSS, and the IDB has agreed to undertake such acquisition. The Developer has agreed to convey the School Site as improved in such a manner. In order to further expedite the availability of a portion of the School Site for the construction by CMCSS of a middle school, the Developer will first complete the grading and sufficient public infrastructure to permit the development of a middle school on the portion of the School Site depicted on Exhibit B as the Phase One Property (the “Phase One Property”) and will convey the Phase One Property to the IDB. The Developer will then complete grading and infrastructure necessary to serve the area on which future school facilities will be located on the portion of the School Site depicted on Exhibit B as the Phase Two Property (the “Phase Two Property”) and will convey the Phase Two Property to the IDB.

The Developer and the IDB desire to set forth in this Agreement their respective obligations with respect to the acquisition and improvement of each phase of the School Site. Upon completion of the improvement of each phase of the School Site, the IDB has agreed to purchase such phase of the School Site from the Developer. The County has agreed to purchase each such phase of the School Site from the IDB as acquired by the IDB, and the IDB shall contemporaneously pay to the Developer the applicable purchase price of each phase of the School Site.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto do hereby covenant and agree as follows:

ARTICLE I. DEFINITIONS

Unless the context shall clearly indicate otherwise, and in addition to defined terms included elsewhere in this Agreement, when used in this Agreement the words and phrases set forth below shall be defined as follows:

“Acquisition Payments” shall mean, collectively, the Phase One Acquisition Payment and the Phase Two Acquisition Payment, as each are defined in Section 5.4 of this Agreement.

“Closing” shall mean, in reference to the acquisition by the IDB of each of the Phase One Property and the Phase Two Property, the conveyance of each such parcel of real property by the Developer to the IDB.

“Closing Date” shall mean, in reference to each Closing of the Phase One Property and the Phase Two Property, the date of Closing of each such parcel of real property.

“CMCSS” shall mean the Board of Education of the Clarksville-Montgomery County School System.

“Completion Dates” shall mean, collectively, the Phase One Completion Date and the Phase Two Completion Date, as each is defined Section 3.4 hereof.

“Construction Consultants” shall mean the Design/Builder and any and all consultants and contractors deemed, from time to time, by the Developer, to be necessary or appropriate to assist the Developer in fulfilling the terms of this Agreement.

“County” shall mean Montgomery County, Tennessee.

“County Purchase Agreement” shall have the meaning set forth in Section 5.4 hereof.

“Design/Builder” shall mean Moore Construction Co., Inc., a Tennessee corporation, or such successor general contractor as may be selected by the Developer, subject to the Public Parties’ approval.

“Designated Representative” shall mean, (a) with respect to the Developer, its chief manager or such other person or persons as are designated by the Developer in writing to the Public Parties, (b) with respect to the IDB, its Executive Director or such person or persons as are designated by the IDB to the Developer and the other Public Parties, (c) with respect to the County, its Mayor or such person or persons as are designated by the County to the Developer and the other Public Parties; or (d) with respect to CMCSS, its Director of Schools or such person or persons as are designated by CMCSS to the Developer and the other Public Parties.

“Developer” shall mean Rossview Farms, LLC, a Tennessee limited liability company.

“Environmental Law” means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water run-off, waste emissions or wells.

“Excused Performance” shall mean any suspension, delay or failure in the Developer’s performance of its duties and obligations hereunder by reason of the occurrence of any one or more of the following conditions or events: (a) Force Majeure or (b) any failure or delay by any Designated Representative of the IDB, the County or the CMCSS to respond to any request for approval from Developer pursuant to this Agreement. In the event that the Developer desires to assert Excused Performance as the reason for any suspension, delay or failure in performing any such duty or obligation, the Developer shall notify the Public Parties in writing of such Excused Performance and set forth in such notice the Developer’s good faith estimate of the number of days of Excused Performance expected to result therefrom, and shall advise the Public Parties of any change in such estimate. Any Excused Performance shall be deemed to commence on the day that the event causing such Excused Performance first adversely affects performance of the Developer’s obligations and shall continue until the event has been alleviated.

“Force Majeure” shall mean any of the following causes, circumstances or events: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, including acts of terrorism; orders or restraints of any kind of the government of the United States of America or the State of Tennessee or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; war; insurrections; civil disturbances; riots; epidemics; earthquakes; tornados; lack of availability of material and failure of any lender that is legally committed to make a loan to Developer to finance costs of the School Site Project to advance funds for the payment of such costs of the School Site Project if such failure is not the result of any action or omission by the Developer; provided, however, that in any event, (i) weather-related conditions, other than catastrophic weather-related disasters, shall not be deemed to be a Force Majeure event hereunder and (ii) the current pandemic caused by the COVID-19 coronavirus shall not be deemed to be a Force Majeure event hereunder.

“Government Authorities” shall mean all municipal, county, state and federal governments, agencies, authorities, courts and officials now or hereafter having jurisdiction over the School Site.

“Hazardous Materials” shall mean any petroleum product, and any hazardous, toxic or dangerous waste, substance or material defined as such in Environmental Law.

“IDB” shall mean The Industrial Development Board of the County of Montgomery, a public nonprofit corporation.

“Legal Requirements” shall mean all current laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations and other requirements of all Government Authorities now or hereafter applicable to or affecting the School Site or any use or development of the School Site.

“Permitted Exceptions” shall mean those exceptions to title relating to the Phase One Property and the Phase Two Property, respectively, that are acceptable to the IDB in accordance with this Agreement.

“**Person**” shall mean any natural or artificial legal entity whatsoever, including, without limitation, any individual, general partnership, limited partnership, incorporated association, sole proprietorship, corporation, limited liability company, trust, business trust, real estate investment trust, Government Authority or joint venture.

“**Phase**” shall mean with respect the undertaking of School Site Project by the Developer, the respective portions of the School Site Project that relate, respectively, to the Phase One Property and the Phase Two Property.

“**Plans and Specifications**” shall mean the final plans and specifications for the design and construction of the School Site Project, as approved by any and all applicable Government Authorities, subject to any revisions that have been approved by the Designated Representatives of the Public Parties and the Developer.

“**Public Parties**” shall mean, collectively, the IDB, the County and CMCSS.

“**Road Access Improvements**” shall mean those road improvements shown on Exhibit B that are not located on the School Site but provide vehicular access to the School Site in the manner shown on Exhibit B.

“**School Site**” shall mean the real property and appurtenances thereto on which the School Site Project will be located, which property is depicted on Exhibit B attached hereto.

“**School Site Project**” shall mean the development of the School Site as a prepared site for the construction of school facilities consistent with the Plans and Specifications, including all public infrastructure necessary therefor, whether or not located on the School Site and, in any event, shall include the Road Access Improvements.

“**Subdivision Plat**” shall have the meaning set forth in Section 2.4 hereof.

ARTICLE II.

PRELIMINARY MATTERS

Section 2.1 COMPLETION AND APPROVAL OF PLANS AND SPECIFICATIONS.
The Developer shall engage the services of the Design/Builder and cause the preparation by the Design/Builder of the Plans and Specifications for the construction of the School Site Project, in consultation with the Designated Representatives of the Public Parties. On or before October 1, 2020, the Developer shall submit the proposed Plans and Specifications to the Public Parties for approval by the Designated Representatives of the Parties. The Plans and Specifications shall specifically identify the improvements to be undertaken with respect to the Phase One Property and the improvements to undertaken with respect to the Phase Two Property. The Plans and Specifications shall set forth all final grades for the School Site upon completion of the School Site Project and shall establish compaction requirements as to the School Site. The Plans and Specifications shall be consistent with the depiction of the School Site and the Road Access Improvements shown on Exhibit B attached hereto and consistent with the preliminary scope of work and budget provided by the Developer to the IDB attached hereto as Exhibit C. The Plans and Specifications shall also include the design of the Road Access Improvements. Within a reasonable period of time after submission of the proposed Plans and Specifications to the Designated Representatives of the Parties, such Designated Representatives shall either approve the same, or include comments thereto and return the Plans and Specifications to the Developer for revisions consistent with the comments of such Designated

Representatives. Upon approval of the Plans and Specifications by the Designated Representatives of the Public Parties, the Developer shall promptly commence the construction of the School Site Project. Notwithstanding anything to the contrary contained herein, in the event that the Plans and Specifications are not approved by the Designated Representatives of the Public Parties on or before October 31, 2020, then this Agreement shall automatically terminate with no further action required by the parties hereto, and no party shall have any further obligation to the other party hereunder.

Section 2.2 COST OF THE PLANS AND SPECIFICATIONS. The Developer shall be responsible for all costs incurred in connection with the preparation of the Plans and Specifications.

Section 2.3 CHANGES TO PLANS. Except with the written consent of the Designated Representatives of the Public Parties, the Developer will not permit any change to be made to the Plans and Specifications after the same have been approved by the Designated Representatives of the Public Parties. Upon any revisions to the Plans and Specifications during the term of this Agreement, with the consent of the Designated Representatives of the Public Parties, the Developer shall promptly deliver copies of the same to the Designated Representatives of the Public Parties.

Section 2.4 SUBDIVISION. Upon approval of the Plans and Specifications, the Developer shall cause to be prepared a subdivision plat to subdivide the Phase One Property and the Phase Two Property from the remainder of the Developer Property (the "Subdivision Plat"). Such Subdivision Plat shall be consistent in all material respects with depiction of the School Site shown on Exhibit B hereto. Such Subdivision Plat shall also be prepared in accordance with all Legal Requirements. Upon preparation of the Subdivision Plat, the Developer shall submit the proposed Subdivision Plat to the Designated Representatives of the Public Parties for approval. The Designated Representatives of the Public Parties shall promptly provide any comments that such Designated Representatives may have with respect to the proposed Subdivision Plat, and the Developer shall use its reasonable efforts to address any such comments and shall resubmit the Subdivision Plat to the Designated Representatives of the Public Parties until approved. Once so approved, the Developer shall cause such Subdivision Plat to be recorded as a plat of record in the Register's Office of Montgomery County, which recordation shall occur no later than December 31, 2020.

Section 2.5 INSPECTION RIGHTS WITH RESPECT TO SCHOOL SITE. During the period commencing on the Effective Date and continuing through the Closing Date for the Phase Two Property, the Public Parties and their agents and representatives shall have the right and privilege to enter upon the School Site to inspect the School Site, to monitor compliance by the Developer with the terms of this Agreement and to conduct soil borings, environmental assessments and other geological or engineering tests or studies, provided any such inspections and activities shall be conducted in such a manner that they will not materially interfere with the Developer's work hereunder. Within five (5) business days after the Effective Date, the Developer shall deliver to the IDB all environmental assessments, soils reports, engineering studies and reports and title searches and title insurance commitments with respect to the School Site that are in possession or control of the Developer.

Section 2.6 TITLE MATTERS. Within forty-five (45) days of the Effective Date, the IDB shall have the right to procure a title insurance commitment covering the School Site issued by a title insurance company selected by the IDB and acceptable to the County (the "Title Commitment"). The IDB shall have thirty (30) days from receipt of such Title Commitment to object to any matters shown on the Title Commitment (the "Title Objection Notice"). The IDB may also object to any new matters thereafter revealed by a title update or survey of the School Site by subsequent Title Objection Notice to the Developer. Within ten (10) days after receipt of any Title Objection Notice, the Developer shall either (i) deliver written notice to the IDB of any title objections which the Developer elects not to cure, or (ii) cure or satisfy such objections as promptly as is reasonably possible. If the

Developer provides no written notice of either such election within ten (10) days after receipt of a Title Objection Notice or fails to specifically elect to cure a specific objection, then the Developer shall be deemed to have elected not to cure such objection. Within ten (10) days after receipt of the Developer's written notification that the Developer elects not to cure a title objection or if the Developer has not provided notice with respect to such objection within ten (10) days after receipt of a Title Objection Notice, then the IDB may terminate this Agreement, and the parties shall have no further obligations hereunder. If the IDB does not so terminate this Agreement, then any such title objection which the Developer elects not to cure shall be deemed waived by The IDB and shall be a Permitted Exception. If any objection which the Developer elects to cure is not satisfied by the Developer at least five (5) business days before the scheduled date of each such Closing for the property to which the objection relates, the IDB shall have the right to terminate this Agreement, and neither party shall have any further rights, obligations or duties under this Agreement. If the Developer does cure or satisfy the objections at least five (5) business days prior to Closing, then this Agreement shall continue in effect. Any exception to or defect in title which the IDB shall elect to waive, or which is otherwise acceptable to the IDB, shall be deemed an additional Permitted Exception to title at Closing. The Developer covenants and agrees not to alter or encumber in any way the Developer's title to the Property after the date hereof except as otherwise permitted in this Agreement. Notwithstanding anything in this Agreement to the contrary, the Developer shall cause any deed of trust, mortgage, deed to secure debt, judgment or other lien for a liquidated sum encumbering the applicable portion of the School Site to be released at or before Closing.

ARTICLE III. UNDERTAKING OF SCHOOL SITE PROJECT

Section 3.1 UNDERTAKING OF SCHOOL SITE PROJECT. The Developer shall cause the construction of the School Site Project in accordance with this Agreement and in accordance with the Plans and Specifications. While the Developer will commence work on the entire School Site Project after the Plans and Specifications are approved, the Developer shall prioritize the completion of the Phase of the School Site Project related to the Phase One Property so that the Phase One Property may be conveyed on or prior to the Phase One Completion Date.

Section 3.2 AUTHORITY AND RESPONSIBILITY OF THE DEVELOPER. The Developer shall select, engage, coordinate and supervise all Construction Consultants in connection with the construction of the School Site Project all in accordance with the terms of this Agreement and the Plans and Specifications, provided, however, that the Designated Representatives of the Public Entities shall have the right to approve any general contractor for the School Site Project other than the Design/Builder identified herein, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall enter into contracts or agreements with each Construction Consultant in the Developer's own name. The Developer shall proceed diligently with the development and construction of the School Site Project and shall cause the completion of the School Site Project in accordance with the provisions of this Agreement.

Among the other responsibilities of the Developer are:

(a) Prior to commencement of construction of the School Site Project, the Developer shall provide, or cause the Design/Builder to provide a labor and material payment bond in standard form to ensure payment of suppliers and subcontractors that may be engaged by the Design/Builder and a performance bond with respect to the Design/Builder's obligations under its construction contract with the Developer in a form reasonably satisfactory to the IDB. The IDB shall be an additional obligee on each such bond.

(b) The Developer shall manage and coordinate the services of the Construction Consultants responsible for the design and construction of the School Site Project.

(c) The Developer shall obtain, or cause to be obtained by others, all permits and approvals from Government Authorities and other authorities which, under law, are necessary to undertake the School Site Project.

(d) The Developer shall prepare, or cause to be prepared by others, all applications necessary to obtain commitments for water, sewer, electricity, telephone and other utility services necessary for the construction of the School Site Project. All such applications shall be completed and obtained by the Developer in its own name and processed by the Developer on a timely basis.

(e) The Developer shall inspect and monitor the work and activities of such Construction Consultants; and monitor progress of the School Site Project on a regular basis.

(g) The Developer shall provide monthly written reports to the Public Parties concerning the evaluation by the Developer of the progress of the School Site Project and, upon request of the governing body of any Public Party, provide an in-person report on the progress of the School Site Project to such governing body.

Section 3.3 INDEPENDENT INSPECTOR. The Developer agrees that the Designated Representatives of the Public Parties or other authorized representatives or agents of the Public Parties, including any inspecting engineer retained by the IDB or CMCSS, shall be permitted access to the School Site for purposes of inspecting construction of the School Site Project from time to time; provided, however, that any failure by the IDB or CMCSS or its agents or representatives in connection with any such inspection to identify (i) defects in the construction of the School Site Project or (ii) any other default hereunder shall not constitute a waiver of such default by the IDB. However, if as a result of any such inspection, any of the Public Parties determines that the construction of the School Site Project is not in compliance in all material respects with the Plans and Specifications, notice of such determination shall be provided to the Developer in writing by a Designated Representative of the IDB within five (5) business days of such inspection. The Developer shall have the opportunity to cure the deficiencies specified in the IDB's notice to the Developer, provided that all such deficiencies must be cured as to such specific phase prior to the conveyance of the Phase One Property or the conveyance of the Phase Two Property as the case may be.

Section 3.4 COMPLETION OF THE SCHOOL SITE PROJECT. The Developer shall perform all of the Developer's obligations set forth in this Agreement in a timely manner in accordance with the terms of this Agreement. The Developer shall notify the IDB promptly upon the occurrence of any Excused Performance and shall use its good faith and best efforts to overcome any delays in connection with the performance of the Developer's obligations resulting therefrom. The Developer will cause the Phase of the School Site Project on the Phase One Property to be completed in accordance with the Plans and Specifications no later than March 15, 2021 (the "Phase One Completion Date"). The Developer will cause the Phase of the School Site Project on the Phase Two Property to be completed in accordance with the Plans and Specifications no later than _____, 2021 (the "Phase Two Completion Date").

Section 3.5 COSTS AND EXPENSES TO COMPLETE SCHOOL SITE PROJECT. The Developer shall be responsible for all costs and expenses relating to the design, construction and undertaking of the School Site Project.

Section 3.6 GUARANTIES AND WARRANTIES. The Developer shall use its best efforts to obtain normal and customary warranties or guaranties from each Construction Consultant for the work to be performed by each Construction Consultant in connection with the School Site Project which are fully assignable to the IDB and by the IDB to the County and/or CMCSS. Upon the Closing of each of the Phase One Property and Phase Two Property, the Developer hereby agrees to assign to the IDB, without recourse, each such warranty and guaranty.

Section 3.7 RECORDS, REPORTS, FISCAL MATTERS.

(a) Records. The Developer shall maintain, in a secure and safe manner, complete and identifiable records, files and correspondence on all matters pertaining to the School Site Project and shall maintain such records for a period of at least three years after the completion of the School Site Project.

(b) Property of the Developer. All such records shall be and remain the property of the Developer; provided, however, that each of the Public Parties shall at all reasonable times upon reasonable notice have access to such records for inspection, copying and examination.

Section 3.8 EMPLOYEES. The Developer shall, at its expense, hire and retain, as employees of the Developer, and not as employees of the IDB, such personnel as may be required to properly perform the Developer's functions under this Article. The compensation, retention and performance of employees hired by the Developer shall be controlled exclusively by the Developer. The Developer shall be responsible for complying with all Legal Requirements affecting such employment, including the provision of any benefits or compensation required by statute or contract.

Section 3.9 COMPLIANCE WITH LEGAL REQUIREMENTS. The Developer shall cause the School Site Project to be completed in as expeditious a manner as is practicable and consistent with the Plans and Specifications. The Developer shall cause the completed School Site Project to comply with all Legal Requirements, including Environmental Laws, and upon conveyance of each of the Phase One Property and Phase Two Property to the IDB, the Developer agrees that each such parcel shall be free of any Hazardous Materials. The Developer will comply with all applicable Legal Requirements (including applicable Environmental Laws) in undertaking the preparation of the School Site in accordance with the Plans and Specifications. The Developer shall promptly remove or cause to be removed by bonding or otherwise all mechanics or materialmen's liens filed against the School Site and/or related to the School Site Project.

ARTICLE IV.
INSURANCE AND INDEMNIFICATION

Section 4.1 INSURANCE. The Developer, during the period of the construction of the School Site Project, shall cause the Design/Builder to maintain builder's risk insurance with respect to the School Site Project in an amount reasonably satisfactory to the IDB. The Developer shall also maintain and cause the Design/Builder to maintain commercial liability insurance in amounts not less than \$1,000,000 per each incident and \$5,000,000 in the aggregate, and the Public Parties shall be named as additional insureds on such policies. The Developer shall also maintain and cause the Design/Builder to maintain, worker's compensation insurance to the extent required by applicable laws. The Developer shall provide written evidence in the form of certificates of insurance from the insurers under all such policies to the IDB, and prior to the expiration date of such policies, the Developer shall cause to be delivered updated certificates of insurance evidencing the extension thereof. All such policies shall provide, to the extent permitted by law, that they shall not be cancelled without at least thirty (30) days' prior written notice to the IDB.

Section 4.2 INDEMNIFICATION.

(a) The Developer shall indemnify and save the IDB, the County and CMCSS and their respective past, present and future directors, officers, employees and agents (all of the foregoing indemnified parties being referred to individually as an “Indemnified Party” and collectively as the “Indemnified Parties”) harmless in respect of, and at the written request of any of them as provided in paragraph (b), defend any action, cause of action, suit, debt, cost, expense, claim, or demand whatsoever brought or asserted by any third person whomsoever, at law or in equity, arising by way of any breach by the Developer, its employees, servants, agents, or other persons for whom it is responsible, of any of the provisions of this Agreement which impose duties on the Developer or by reason of the negligent act or omission or willful misconduct of the Developer, its employees, servants or agents, or other persons for whom it is responsible, if committed within the scope of the Developer’s duties and authority hereunder, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any act or occurrence preceding such expiration or termination. Nothing contained in this Section shall be deemed to nullify, or to constitute a waiver or relinquishment by the Developer of, the benefit to the Developer of any insurance carried with respect to the School Site Project which covers any act, omission or conduct of the Developer for which the Developer has indemnified any Indemnified Party hereunder. Further, the Developer shall not be liable for any settlement effected by an Indemnified Party without the written consent of the Developer.

(b) Promptly after receipt by an Indemnified Party under paragraph (a) of this Section of notice of the commencement of any action against such Indemnified Party in respect of which indemnity or reimbursement may be sought against the Developer under such paragraph (a), said Indemnified Party shall notify the Developer in writing of the commencement thereof; provided, that any delay or failure to give such notification shall be of no effect except to the extent that the Developer is prejudiced thereby.

(c) If any action, claim or proceeding as to which the Developer is to provide indemnification hereunder shall be brought against the Indemnified Party and the Indemnified Party notifies the Developer of the commencement thereof, the Developer may, or if so requested by the Indemnified Party shall, participate therein or assume the defense thereof, with counsel reasonably satisfactory to the Indemnified Party; provided that, except as provided below, the Developer shall not be liable for the expenses of more than one separate counsel representing the Indemnified Parties in the action, claim or proceeding.

(d) If the Developer shall not have employed counsel to have charge of the defense of the action, claim or proceeding, or if any Indemnified Party shall have concluded reasonably that there may be a defense available to it or to any other Indemnified Party which is different from or in addition to those available to the Developer or to any other Indemnified Party so as to preclude one attorney from representing the Developer and such Indemnified Party (hereinafter referred to as a “separate defense”), (i) the Developer shall not have the right to direct the defense of the action, claim or proceeding on behalf of the Indemnified Party, and (ii) reasonable legal and other expenses incurred by the Indemnified Party (including without limitation, to the extent permitted by law, reasonable attorney’s fees and expenses) shall be borne by the Developer; provided, that the Developer shall not be liable for the expenses of more than one additional separate counsel for each Indemnified Party with respect to such separate defenses. For the purpose of this paragraph, an Indemnified Party shall be deemed to have concluded reasonably that a separate defense is available to it or any other Indemnified Party if (1) such Indemnified Party shall have requested a written opinion from Independent Counsel to the effect that a separate defense exists, and such Independent Counsel shall have delivered such opinion to the Indemnified Party within ten (10) days after such request, or

(2) the Developer agrees that a separate defense is so available. For purposes of this paragraph, Independent Counsel shall mean any attorney, or firm or association of attorneys, duly admitted to practice law before the supreme court of any state and not a full-time employee of the Developer or any Indemnified Party. Nothing contained in this paragraph (d) shall preclude any Indemnified Party, at its own expense, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the Developer hereunder.

ARTICLE V. ACQUISITION OF SCHOOL SITE AND DEDICATION OF ROAD ACCESS

Section 5.1 COMPLETION OF PHASES. The Developer shall provide written notice to the IDB and CMCSS upon completion of the Phase of the School Site Project on the Phase One Property and the completion of the Phase of the School Site Project on Phase Two Property (each a "Completion Notice"). The Public Parcels through their Designated Representatives shall have fifteen (15) business days from receipt of a Completion Notice (the "Objection Period") within which to provide signed written notice to the Developer of any objections to acceptance of such Phase (the "Notice of Objections"). The Notice of Objections must be based upon non-conformance with the Plans and Specifications and must specify in detail the non-conforming construction components and the provisions of the Plans and Specifications with which those components do not comply. If the Developer does not receive a Notice of Objection by the date and in the form required herein, then the IDB shall proceed to purchase the Phase One Property or the Phase Two Property, as the case may be, from the Developer and the applicable portion of the Acquisition Payments will be due and payable. If the Developer is required to correct any non-conforming components after receipt of a Notice of Objection, the Developer shall promptly make such corrections and notify the Public Parties when the corrections are completed. The Public Parties through their Designated Representatives shall respond within the same time period and in the same manner as is described above with respect to the initial delivery of the School Site Project on the Phase One Property or the Phase Two Property until all deficiencies are corrected and the applicable portion of the School Site Project is accepted by the Public Parties.

Section 5.2 CLOSINGS. Closing on each of the Phase One Property and Phase Two Property of the School Site shall occur no later than thirty (30) days after acceptance as provided above on a date that is mutually agreeable to the IDB and the Developer. At the Closing for each parcel, the Developer shall convey all of the Developer's right, title and interest in the Phase One Property or Phase Two Property, as the case may be, to the IDB, by duly executed and recordable warranty deed in a form acceptable to the IDB. At or prior to each Closing, each party shall deliver to the other party appropriate evidence to establish the authority of such party to enter into and close the transaction contemplated hereby. The Developer also shall execute and deliver to the IDB at Closing (i) a certificate with respect to Section 1445 of the Internal Revenue Code stating, among other things, that the Developer is not a foreign corporation as defined in the Internal Revenue Code and I.R.S. Regulations; (ii) a certificate that the Developer's representations herein are accurate as of the Closing Date and that no default by the Developer has occurred hereunder; and (iii) such other documents reasonably necessary or appropriate to complete and evidence the transactions contemplated hereby, including without limitation a standard title company owner's affidavit.

Section 5.3 COSTS AND PRORATIONS. The IDB shall pay for all transfer taxes and recording costs applicable to the warranty deed, the costs of any title commitment and title insurance obtained by the IDB, and the costs of any environmental assessment obtained by the IDB. The Developer shall pay for preparation of the warranty deed. Each party shall pay its own attorney's fees in connection with each Closing. Except as otherwise provided herein, escrow fees, closing fees and other similar costs of each Closing shall be shared equally between the IDB and the Developer.

The Developer shall pay at closing all ad valorem property taxes constituting a lien against the Property for the year in which the Closing occurs and all other unpaid assessments with respect thereto. The IDB will inform the County Assessor and County Trustee that the Phase One Property and Phase Two Property, when acquired by the IDB, will be exempt from property taxes and that taxes should only be imposed with respect to each such parcel for the portion of the year ending on each Closing Date. In the event the amount of the taxes payable by the Developer is not available at any Closing, the Developer shall pay an amount to the closing agent or title company to be held in escrow until payment of such taxes can be made in an amount sufficient to remove the lien of any taxes on any title insurance policy obtained by any Public Party, and in the event of any shortfall, the Developer shall be responsible for the payment of any such shortfall.

Section 5.4 ACQUISITION PAYMENTS. The IDB agrees that upon the Closing of the Phase One Property, the IDB shall pay the Developer the amount of \$6,700,611 as the purchase price for the improved Phase One Property (the "Phase One Acquisition Payment"). The IDB agrees that upon the Closing of the Phase Two Property, the IDB shall pay the Developer the amount of \$15,785,389 (the "Phase Two Acquisition Payment" and together with the Phase One Acquisition Payment, the "Acquisition Payments"). The respective Acquisition Payments shall constitute the sole consideration to the Developer for the improvement and conveyance of the Phase One Property and the Phase Two Property pursuant hereto. The IDB has contemporaneously with this Agreement entered into a purchase agreement with the County (the "County Purchase Agreement"), pursuant to which the County has agreed to purchase the Phase One Property and the Phase Two Property upon the IDB's acquisition of each such parcel as provided herein, but the parties acknowledge that the County shall have no obligation to purchase the Phase One Property or the Phase Two Property until such property is improved and conveyed in accordance with the terms of this Agreement. The parties agree to cooperate with the closing agent and title company to coordinate the Closings and the IDB's closings with the County and make such escrow arrangements as are necessary for the purchase price to be paid by the County to be available to pay the applicable Acquisition Payment.

Section 5.5 ASSIGNMENT OF PURCHASE PRICE AND COUNTY PURCHASE AGREEMENT. In order to secure the payment of the Acquisition Payments to the Developer by the IDB, the IDB hereby assigns the payments due under County Purchase Agreement to Developer and grants to the Developer a security interest in the IDB's right to receive the purchase prices under the County Purchase Agreement. The IDB shall not amend the County Purchase Agreement without the prior written consent of the Developer.

Section 5.6 ASSIGNMENT OF RIGHT TO ACQUISITION PAYMENTS. The IDB and the Developer hereby agree that the Developer may, without the consent of the IDB, grant a security interest in the Developer's right under this Agreement to receive the Acquisition Payments and any other rights (but not obligations) of the Developer pursuant to this Agreement to a financial institution as security for any financing extended to the Developer in connection with its performance of its obligations under this Agreement.

Section 5.7 DEDICATION OF ROAD ACCESS IMPROVEMENTS. Simultaneously with or prior to the Closing of the Phase Two Property, the Developer shall cause the dedication of the Road Access Improvement as a public road of the County in accordance with all Legal Regulations.

ARTICLE VI. DEFAULTS AND REMEDIES

Section 6.1 DEFAULTS GENERALLY. Except as described in Section 6.2 hereof, if any party fails to perform any of its obligations hereunder and fails to cure such failure within thirty

days (30) after notice of such failure from any other party hereto (provided, however, such cure period shall not apply to any default relating to the payment of any Acquisition Payment), or any representation or warranty made by a party under this Agreement shall prove to be false or misleading in any material respect, the party that fails to perform its obligations or makes the false or misleading representation or warranty shall be deemed in default hereunder, and the other party hereto shall be entitled to exercise such remedies as are permitted by law or equity as a remedy for such breach.

Section 6.2 SPECIFIC DEFAULTS BY THE DEVELOPER. The following events shall be deemed to be events of default by the Developer under this Agreement:

(a) The Developer shall fail to comply with any term, provision, or covenant of this Agreement, and shall not cure such failure, or commence and diligently pursue cure of such failure within thirty (30) days after receipt of written notice from the IDB with any such failure being cured in any event within ninety (90) days; provided, however, that notwithstanding anything set forth in this Section 6.2(a) or otherwise in this Agreement to the contrary, the terms and conditions of this Article VI applicable to cure shall not result in an extension of any Completion Date.

(b) If any representation or warranty made by the Developer under this Agreement shall prove to be false, untrue or misleading in any material respect.

(c) The Developer shall (1) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code or any other federal, state or foreign bankruptcy, insolvency or similar law, (2) consent to the institution of, or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (3) apply for or consent to the appointment of a receiver, trustee, custodian or similar official for the Developer or for a substantial part of its property, (4) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (5) make a general assignment for the benefit of creditors, (6) become unable or admit in writing the Developer's inability, or fail generally, to pay the Developer's debts as they become due, or (7) take action for the purpose of effecting any of the foregoing.

(d) An involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (1) relief in respect of the Developer, or of a substantial part of the Developer's property, under Title 11 of the United States Code or any other federal, state or foreign bankruptcy, insolvency or similar law, (2) the appointment of a receiver, trustee, custodian, or similar official for the Developer or for a substantial part of the Developer's property, or (3) the winding-up or liquidation of the Developer; and any such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall continue unstayed and in effect for sixty (60) days.

(e) The commencement or filing of any legal or equitable suit or action against the Developer, the outcome of which would materially impact the Developer's ability to perform all of its obligations under this Agreement, and such suit or action shall have continued undischarged or undismissed for a period of one hundred eighty (180) days.

Section 6.3 THE IDB'S REMEDIES. Upon the occurrence of any such event of default described in Section 6.2 above which is not cured within any applicable cure period given to the Developer, the IDB shall have the option, but shall not be required, to pursue any one or more or all of the following remedies:

(a) The IDB at its option may terminate this Agreement and, at its option, require the conveyance of the Phase One Property (if not previously conveyed) and/or the Phase Two Property

and the property on which the Road Access Improvements are to be located to the IDB by an action for specific performance, if necessary. If the IDB causes the conveyance of the Phase One Property and Phase Two Property pursuant to this subsection, the Developer shall also convey at no additional cost the property on which the Road Access Improvements are to be located.

(b) The IDB may pursue any right, power or remedy available to it at law, in equity or by statute.

If the IDB exercises its right under subsection (a) to cause the transfer of the Phase One Property (if not previously conveyed) and the Phase Two Property, the IDB shall pay to the Developer, as a condition of such transfer, the Acquisition Payments that have not previously been paid less such amount as is reasonably determined by the IDB as is necessary to complete the School Site Project.

Section 6.4 NO WAIVER; ATTORNEY'S FEES. No waiver by either party of any violation or breach of any of the terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, or covenants herein contained. Forbearance by any party in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of such party's right to enforce any such remedies with respect to any such default or any subsequent default. If, on account of any event of default by any party of its obligations under the terms and conditions of this Agreement, it shall become necessary or appropriate for non-defaulting party to employ or consult with an attorney concerning or to enforce or defend any of such non-defaulting party's rights or remedies hereunder, the defaulting party agrees to pay the reasonable attorney's fees so incurred by the non-faulting party.

ARTICLE VII.

REPRESENTATIONS AND WARRANTIES

Section 7.1 REPRESENTATIONS BY THE IDB. The IDB represents and warrants that: (a) it is a public nonprofit corporation duly organized and existing under the laws of the state of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which the IDB is now a party or by which it is bound and do not constitute a default under any of the foregoing and do not result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the IDB under the terms of any instrument or agreement other than this Agreement; and (e) the County Purchase Agreement is in full force and effect, has not been modified or amended, and is binding on all parties thereto in accordance with its terms.

Section 7.2 REPRESENTATIONS BY THE DEVELOPER. The Developer represents and warrants that: (a) it is a corporation duly organized and existing under the laws of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which the Developer is now a party or by which it is bound, and do not constitute a default under any of the foregoing and do not result in the creation or imposition of any lien, charge or

encumbrance whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement other than this Agreement.

ARTICLE VIII.
GENERAL

Section 8.1 NOTICES. Any notice, request, demand, instruction or other communication (a “Notice”) to be given to any party with respect to this Agreement may be given either by the party or its counsel and shall be deemed to have been properly sent and given when (a) delivered by hand, (b) sent by certified mail, return receipt requested, or (c) sent by reputable courier service. If delivered by hand or courier service, a Notice shall be deemed to have been sent, given and received on the date when actually received by the addressee (or on the date when the addressee refuses to accept delivery of same). If sent by certified mail, a Notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee. The addresses to which Notices shall be sent are:

If to the IDB:	The Industrial Development Board of the County of Montgomery, Tennessee 23 Jefferson Street, Suite 300 Clarksville, Tennessee 37040 Attention: Chairman
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With a copy to:

Batson Nolan, PLC
121 South Third Street
Clarksville, Tennessee 37040
Attention: Richard H. Batson, Esq.

If to the Developer:	Rossview Farms, LLC 2386 Rossview Road Clarksville, Tennessee 37041 Attention: Chief Manager
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With a copy to:

Smith, Cashion & Orr, PLC
One American Center
3100 West End Avenue, Suite 800
Nashville, Tennessee 37203
Attn: H. Brent Patrick

If to the County:	Montgomery County, Tennessee 1 Millennium Plaza, Suite 205 Clarksville, Tennessee 37040 Attention: Mayor
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With a copy to:

W. Timothy Harvey, County Attorney
310 Franklin Street
Clarksville, Tennessee 37040

If to CMCSS: Clarksville-Montgomery County School System
612 Gracey Avenue
Clarksville, Tennessee 37040
Attention: Director of Schools

Each party shall have the right to change the address to which Notices to it are to be sent by giving written notice of said change to the other parties as provided in this Section.

Section 8.2 ENTIRE AGREEMENT, MODIFICATIONS. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the matters set forth herein, and no representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding upon either party hereto. No modification, alteration or amendment of this Agreement shall be binding unless signed by the party against whom such modification, alteration, or amendment is sought to be enforced.

Section 8.3 GOVERNING LAW, SEVERABILITY. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Tennessee. If any portion of any provision of this Agreement shall be declared invalid or unenforceable under applicable law, then the performance of such portion shall be excused to the extent of such invalidity or unenforceability, but the remainder of this Agreement shall remain in full force and effect. If the County or the IDB asserts that any portion of any provision of this Agreement is invalid or unenforceable under applicable law, or if any portion is declared to be invalid or unenforceable, this Agreement shall be deemed revised and reformed to the extent necessary to comply with such laws and to create a binding obligation on the IDB to pay the Acquisition Payments.

Section 8.4 REFERENCES AND EXHIBITS. Whenever in this Agreement there is any reference to any article, section, or exhibit, unless the context shall clearly indicate otherwise, such reference shall be interpreted to refer to an article, section, or exhibit in or to this Agreement. Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part of this Agreement in the same manner as if it were restated verbatim herein.

Section 8.5 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. It shall not be necessary that each party execute each counterpart, or that any one counterpart be executed by more than one party, so long as each party executes at least one counterpart.

Section 8.6 INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

Section 8.7 GENDER AND NUMBER. All words and phrases used in this Agreement, including, without limitation, all defined words and phrases, regardless of the number or gender in which used, shall be deemed to include any other number or gender as reasonably may be required by the context.

Section 8.8 WAIVER OF CONDITIONS. Each party shall have the right, in its sole discretion, for any reason or for no reason, to waive any condition precedent or contingency contained in this Agreement for the benefit of said party, provided that such waiver shall be in writing and if any such waiver occurs, this Agreement shall be interpreted and construed as if such condition precedent or contingency had never been a part of this Agreement, except to the extent that said condition precedent or contingency is stated in this Agreement to be also for the benefit of the other party.

Section 8.9 CAPTIONS. The captions appearing in this Agreement are for convenience of reference only, shall in no way limit or enlarge any terms or conditions of this Agreement, and shall not be used to construe the intent of the parties.

Section 8.10 NO JOINT VENTURE; INDEPENDENT CONTRACTOR. None of the parties hereto shall be deemed to be, for any purpose whatsoever, partners or joint venturers with each other. For all purposes of this Agreement, the Developer shall be deemed to be acting as an independent contractor of the IDB under this Agreement and not as an agent of the IDB, the County or CMCSS.

Section 8.11 APPROVALS AND CONSENTS. All approvals or consents by Designated Representatives that are required under this Agreement shall be evidenced in writing by such Designated Representatives and shall not be unreasonably withheld, conditioned or delayed.

Section 8.12 NO ASSIGNMENT; BINDING EFFECT.

(a) The rights of the parties under this Agreement are personal to the parties and may not be assigned without the prior written consent of the other party hereto, except however, that the Developer may, without the consent of the IDB, grant a security interest in the Developer's rights to payment as security for financing extended to the Developer in connection with its performance of its obligations hereunder.

(b) This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their permitted successors and assigns.

Section 8.13 TIME OF THE ESSENCE. Time is of the essence with respect to this Agreement.

Section 8.14 EXCULPATION. The liability of the IDB for the breach of any obligations hereunder or under any other agreement executed in connection with the transactions described herein shall be limited to any interest in the School Site Project and the County Purchase Price proceeds under the County Purchase Agreement. The Developer agrees to look solely to the IDB's interest in the School Site Project and the County Purchase Price proceeds under the County Purchase Agreement and enforcement of the IDB's rights against the County under the County Purchase Agreement for the payment of any liability or claim against the IDB hereunder or otherwise relating to the School Site Project. The Developer acknowledges that the IDB is a separate legal entity from the County and CMCSS and that neither the County, nor CMCSS is liable for nor has either the County or CMCSS guaranteed any of the obligations of the IDB under this Agreement. All rights of approval or consent of the County or CMCSS hereunder are given to such parties as the ultimate owners of the School Site, and the Developer acknowledges that the IDB is not acting as agent for the County or CMCSS in connection with the construction of the School Site Project. All covenants, stipulations, promises, agreements and obligations of the IDB contained in this Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the IDB and not of any officer, director, employee or agent of the IDB nor of any incorporator, director, employee

or agent of any successor corporation to the IDB, in his or her individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith. Any and all personal liability or obligation, whether in common law or in equity or by reason of statute or constitution or otherwise, of any such person is hereby expressly waived and released by the Developer a condition to and consideration for the entering into this Agreement.

Section 8.15 BROKER AND BROKER'S COMMISSION. The Developer and the IDB represent and warrant that neither has dealt with any broker in connection with this transaction. If any claim is made or brought by any broker in connection with this transaction, the party whose agreement gave rise to such claim shall indemnify the other for any damage or expenses sustained in connection therewith, including, without limitation, reasonable attorney's fees. This Section shall survive the Closings.

Section 8.16 EMINENT DOMAIN. If, after the Effective Date and prior to the Closing of the Phase Two Property, the Developer shall receive notice of the commencement or threatened commencement of eminent domain or other like proceedings against the School Site or any portion thereof other than by the County, the Developer shall immediately notify the IDB in writing, and the IDB shall elect within thirty (30) days from and after such notice, by written notice to the Developer, one of the following: (a) not to close the transaction contemplated hereby, in which event this Agreement shall be void and of no further force and effect; or (b) to proceed with the transaction contemplated hereby in accordance with its terms but subject to such proceedings, in which event the Acquisition Payments shall remain the same and the Developer shall transfer and assign to the IDB at the applicable Closing all condemnation proceeds and rights to additional condemnation proceeds, if any. If the IDB elects to purchase after receipt of such a notice, all actions taken by the Developer with regard to such eminent domain proceedings, including but not limited to, negotiations, litigation, settlement, appraisals and appeals, shall be subject to the approval of the IDB, which approval shall not be unreasonably withheld. If the IDB does not make such election within the aforesaid time period, the IDB shall be deemed to have elected to close the transactions contemplated hereby in accordance with clause (b) above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives.

THE IDB:

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF MONTGOMERY

By: _____
Printed Name: _____
Title: _____

THE DEVELOPER:

ROSSVIEW FARMS, LLC

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

Developer Property

Parcel Numbers:

EXHIBIT B

Depiction of School Site Including Phase One Property and Phase Two Property

EXHIBIT C

Preliminary Scope of Work and Budget

28783245.3

**RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS APPROPRIATING ARCHITECT FUNDS
THROUGH THE BIDDING PHASE FOR
THE CONSTRUCTION OF THE EIGHTH CMCSS MIDDLE SCHOOL**

WHEREAS, student enrollment combined at all middle schools is at a capacity level of 104% and there is extensive use of portable classrooms (119) in use across the district; and

WHEREAS, according to the Regional Planning Commission data, Montgomery County is experiencing continued growth throughout all regions of the County and the growth in the Northeastern quadrant is far out pacing the growth in the rest of Montgomery County; and

WHEREAS, the Joint Land Acquisition Committee, has studied the real estate market and available land and is in the process of purchasing sufficient acreage for the construction of a middle school on a new property located on Rossview Road in the Northeastern quadrant of Montgomery County; and


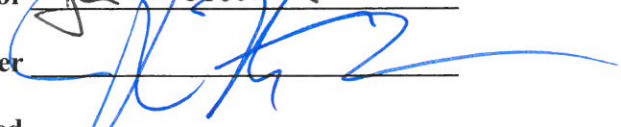
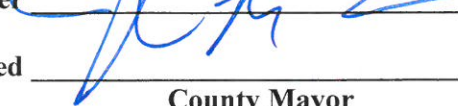
WHEREAS, this middle school will be constructed using the West Creek Middle School prototype; and

WHEREAS, the timeline necessary to insure completion of the prototypical middle school construction project for a successful fall 2022 opening, requires the employment of an architect through the bidding phase.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in Regular Session on this 14th day of September, 2020 that this Commission expresses its intent to fund the construction of a new middle school and that the sum of \$1,200,000 be and the same is hereby appropriated to the School Capital Project Fund for the employment of an architect through the bidding phase.

BE IT FURTHER RESOLVED that it is reasonably expected that Montgomery County, Tennessee will reimburse itself to the appropriate fund for certain expenditures in connection with the foregoing, in an amount not to exceed \$1,200,000 from the proceeds of general obligation or revenue bonds of Montgomery County, Tennessee. This resolution shall be placed in the minutes of the Board of County Commissioners and shall be made for inspection by the general public at the office of the Board of County Commissioners. This resolution constitutes a declaration of official intent under Treas. Reg. § 1.150-2.

Duly passed and approved this 14th day of September 2020.

Sponsor 
 Commissioner 
 Approved 
 County Mayor

Attest _____
 County Clerk

**RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY
CAPITAL PROJECTS FUND APPROPRIATING FUNDS RECEIVED FROM THE
GOVERNOR'S LOCAL GOVERNMENT SUPPORT GRANT IN AN AMOUNT NOT TO
EXCEED ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000) FOR THE
MAINTENANCE & REPAIR OF THE SOUTH ROAD AT THE MONTGOMERY
COUNTY PUBLIC SAFETY TRAINING COMPLEX**

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

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

WHEREAS, Montgomery County is currently constructing a public safety training complex located on Dotsonville Road in Woodlawn, TN; and

WHEREAS, there is an access road on the property that leads to the site for a future burn tower to be used for training purposes as well as a facility being used by Montgomery County Fire Service for the storage of equipment; and

WHEREAS, this road is in need of capital improvements in order to safely access these locations; and

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

WHEREAS, it will be necessary to appropriate funds in an amount not to exceed one hundred thirty thousand dollars (\$130,000) from the LGSG to repair the access road.

NOW, THEREFORE BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 14th day of September 2020 that funds from the Local Government Support Grant in an amount not to exceed \$130,000 be appropriated for use at the Public Safety Training Complex in the Fiscal 2020-2021 budget year.

Duly approved this 14th day of September 2020.

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

In accordance with the Governor's Executive Order No. 16 and 51, regarding limiting gatherings to prevent the further spread of COVID-19, and allowing public meetings to take place by electronic means; the Informal County Commission on August 3 and the Formal County Commission meeting August 10, both at 6 p.m., will be conducted in-person for County Commissioners only. The public will not be allowed in the meeting room.

COUNTY COMMISSION MINUTES FOR

AUGUST 10, 2020

SUBMITTED FOR APPROVAL SEPTEMBER 14, 2020

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session, on Monday, August 10, 2020, at 6:00 P.M. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Kyle Johnson, Chief of Staff, Kellie Jackson, County Clerk, John Smith, Chief Deputy Sheriff, Tim Harvey, County Attorney, Jeff Taylor, Director of Accounts and Budgets, and the following Commissioners:

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

PRESENT: 19

ABSENT: Brandon Butts and Rickey Ray (2)

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

- A Diversity Update was presented by Michelle Lowe.

Mayor Durrett presented a Proclamation to Joanna Ginyard, Heather Jeffries, and Tameka Osborne for organizing the 2020 Senior Class Graduation Parade.

Mayor Durrett recognized Tennessee Women's Suffrage Centennial Day with the Ringing of Bells, Joint Proclamation.

Mayor Durrett presented a Proclamation to Commissioner Rashidah Leverett in recognition of Juneteenth.

Mayor Durrett presented a Proclamation to Cheryl Castle in honor of her retirement.

Mayor Durrett presented Certificates of Appreciation to participants of the Mayor's Emerging Leaders Program.

The following Resolutions were Adopted:

- CZ-11-2020** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Christine Oliver
- CZ-13-2020** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Tommy Head
- CZ-14-2020** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Holly Point, LLC CBP Properties

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

- 20-8-2** Resolution to Appropriate Funds from the Sheriff's Office Defense Reutilization and Marketing Office (DRMO) Reserve Fund Fiscal Year 2021
- 20-8-3** Resolution Adopting the Montgomery County Multi-Jurisdictional Hazard Mitigation Plan
- 20-8-4** Resolution to Amend the Budgets of Various Funds for Fiscal Year 2021 in Certain Areas of Revenues and Expenditures
- 20-8-5** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2020-21 School Budget
- 20-8-6** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2020-21 School Budget

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

- Commission Meeting Minutes dated July 13, 2020
- County Clerk's Report and Notary List

- County Mayor Nominations and Appointments

The following Resolution Failed:

- 20-8-1** Amended Resolution to Establish Juneteenth as a Legal Paid Holiday for Montgomery County Government and Employees Beginning June 19, 2021

The following Resolution was Adopted:

- 20-8-7** Resolution Approving the Formation of a Land Regulation Advisory Committee for the City of Clarksville and Montgomery County, Tennessee

Election of Interim Circuit Court Clerk:

The floor was opened for Commissioners to make Nominations.

The following candidates were Nominated by Commissioner Gannon:

Richard L. Meeks

Wendy Davis

Each candidate was given five (5) minutes to speak.

The election process took place.

Wendy Davis was elected to fill the vacancy as Interim Circuit Court Clerk.

Reports Filed:

1. Highway Department Inventory Report 2019 - 2020
2. Airport Quarterly Report
3. County Engineer Quarterly Projects Report
4. Annual Finance Report – Chancery Court, Clerk & Master
5. Annual Finance Report – County Clerk
6. Annual Finance Report – Sheriff Office
7. Annual Finance Report – Circuit Court, General Sessions, Juvenile Court
8. Annual Finance Report – Register of Deeds
9. Annual Finance Report – Trustee
10. Report on Debt Obligation - \$23,500,000 (school improvements, facilities & equipment)
11. Library Yearly Report FY 2019-20
12. Building & Codes Monthly Report
13. Accounts & Budgets Monthly Report
14. Trustee's Monthly Reports

The Board was adjourned.



Submitted by:

Kellie A. Jackson

Kellie A. Jackson
County Clerk

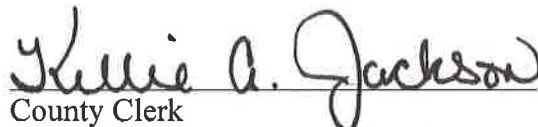
**County Clerk's Report
September 14, 2020**

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

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oath and Bond of the Appointed County Official, Oaths of Elected County Officials, School Board Members, Sheriff Deputies, and Deputy County Officials, are approved as taken.

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

This the 14th day of September 2020.


County Clerk



OATH AND BOND OF APPOINTED COUNTY OFFICIAL

NAME	OFFICE	DATE
Millard House II	Director of Schools	08/10/2020

OATHS OF ELECTED COUNTY OFFICIALS

NAME	OFFICE	DATE
Wendy J. Davis	Circuit Court Clerk	08/14/2020
Jeffery H. Bryant, Jr.	Highway Supervisor	08/30/2020
Erinne J. Hester	Assessor of Property	08/30/2020
Margaret Pace	School Board Member, District 2	08/30/2020
Herbert A. Nelson, Jr.	School Board Member, District 3	08/30/2020
Kent Griffy	School Board Member, District 4	08/30/2020
Charles Patterson	School Board Member, District 6	08/30/2020

OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Richard Brown	Deputy Sheriff	07/23/2020
Nicki Baggett	Deputy Sheriff	08/07/2020
Melanie Campbell	Deputy Sheriff	08/07/2020
Jennifer D'Ombra	Deputy Sheriff	08/07/2020
Angelic Lopez-Olivera	Deputy Sheriff	08/07/2020
Brian Pledger	Deputy Sheriff	08/07/2020
Garvin Robinson	Deputy Sheriff	08/07/2020
Conner Ryherd	Deputy Sheriff	08/07/2020
Anthony Sell	Deputy Sheriff	08/07/2020
Hannah Stokes	Deputy Sheriff	08/07/2020
Perry Williams	Deputy Sheriff	08/07/2020

OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Patty Arms	Jury Coordinator	08/18/2020
Wendy J. Davis	Jury Coordinator	08/18/2020
Tara Hightower	Jury Coordinator	08/18/2020
Janeen Rabideau	Jury Coordinator	08/18/2020
Denise Williams	Jury Coordinator	08/18/2020
Patty Arms	Deputy Circuit Court Clerk	08/17/2020
Jasmine L. Baggett	Deputy Circuit Court Clerk	08/17/2020
Kelsie Keilani Bilon	Deputy Circuit Court Clerk	08/17/2020
Denise W. Bishop	Deputy Circuit Court Clerk	08/17/2020
Melissa Bosworth	Deputy Circuit Court Clerk	08/17/2020
Courtney Renee Briggs	Deputy Circuit Court Clerk	08/17/2020
Lori Brown	Deputy Circuit Court Clerk	08/17/2020
Sonia Sofia Brown	Deputy Circuit Court Clerk	08/17/2020
Elizabeth A. Cain	Deputy Circuit Court Clerk	08/17/2020
Jacquelyn Carey	Deputy Circuit Court Clerk	08/17/2020
Emily Carroll	Deputy Circuit Court Clerk	08/17/2020
Lauran Chadwick	Deputy Circuit Court Clerk	08/17/2020
Laura Cheek	Deputy Circuit Court Clerk	08/17/2020

Taylor Chumley	Deputy Circuit Court Clerk	08/17/2020
Brandi Danae Cisco	Deputy Circuit Court Clerk	08/17/2020
LaDonna Sue Clinard	Deputy Circuit Court Clerk	08/17/2020
Paige Covington	Deputy Circuit Court Clerk	08/17/2020
Ellen M. Culwell	Deputy Circuit Court Clerk	08/17/2020
Debra Dewberry	Deputy Circuit Court Clerk	08/17/2020
Catherine D. Dudley	Deputy Circuit Court Clerk	08/17/2020
Cynthia Elrod	Deputy Circuit Court Clerk	08/17/2020
Sara L. Evans-Bedolla	Deputy Circuit Court Clerk	08/17/2020
Dana B. Fields	Deputy Circuit Court Clerk	08/17/2020
Tiffany D. Freeman	Deputy Circuit Court Clerk	08/17/2020
Elizabeth Ghist	Deputy Circuit Court Clerk	08/17/2020
Amanda Gray	Deputy Circuit Court Clerk	08/17/2020
Teresa Haines	Deputy Circuit Court Clerk	08/17/2020
Janet Harrison	Deputy Circuit Court Clerk	08/17/2020
Melissa Hart	Deputy Circuit Court Clerk	08/17/2020
Tara Hightower	Deputy Circuit Court Clerk	08/17/2020
Abigail Howard	Deputy Circuit Court Clerk	08/17/2020
Janie Jackson	Deputy Circuit Court Clerk	08/17/2020
Tracy Jerles	Deputy Circuit Court Clerk	08/17/2020
Sarah E. Johnson	Deputy Circuit Court Clerk	08/17/2020
Tanya L. Keesee	Deputy Circuit Court Clerk	08/17/2020
Debbie LaPointe	Deputy Circuit Court Clerk	08/17/2020
Aleisha Lett	Deputy Circuit Court Clerk	08/17/2020
Leigh T. Lucas	Deputy Circuit Court Clerk	08/17/2020
Angela M. Martin	Deputy Circuit Court Clerk	08/17/2020
Ashley Moore	Deputy Circuit Court Clerk	08/17/2020
Sherri Morgan	Deputy Circuit Court Clerk	08/17/2020
Elizabeth Parks	Deputy Circuit Court Clerk	08/17/2020
Mary Phillips	Deputy Circuit Court Clerk	08/17/2020
Penny R. Pyle	Deputy Circuit Court Clerk	08/17/2020
Janeen Rabideau	Deputy Circuit Court Clerk	08/17/2020
Betsy Richardson	Deputy Circuit Court Clerk	08/17/2020
Patty Ruth	Deputy Circuit Court Clerk	08/17/2020
Melissa Senseney	Deputy Circuit Court Clerk	08/17/2020
Carrie Len Stavely	Deputy Circuit Court Clerk	08/17/2020
Jenny Lynn Sykes	Deputy Circuit Court Clerk	08/17/2020
Kendall Thomas-Welsh	Deputy Circuit Court Clerk	08/17/2020
Chelsey Marie Tornberg	Deputy Circuit Court Clerk	08/17/2020
Lauren Weide	Deputy Circuit Court Clerk	08/17/2020
Deborah A. Whitehead	Deputy Circuit Court Clerk	08/17/2020
Denise L. Williams	Deputy Circuit Court Clerk	08/17/2020
Katelyn Wilson	Deputy Circuit Court Clerk	08/17/2020
Rachel Octavia Zink	Deputy Circuit Court Clerk	08/17/2020
Angela B. Mitchell	Deputy County Clerk	07/27/2020
McKenzie J. Odom	Deputy County Clerk	08/26/2020
Ashley D. Fleming	Deputy Register	08/06/2020
Jessica Breznican	Deputy Assessor of Property	08/04/2020
Kayla Briseno	Deputy Assessor of Property	08/04/2020
Janel Donnelly	Deputy Assessor of Property	08/04/2020
Samantha Wallace	Deputy Assessor of Property	08/04/2020

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

Notaries to be elected September 14,2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. LISA B BAGGETT	1555 HWY 13 CUNNINGHAM TN 37052 931 624 5909	2698 MADISON ST CLARKSVILLE TN 37043 931 245 4260
2. ROBERT E BAILEY	1104 HILLIARD LANE CLARKSVILLE TN 37042 309 807 6969	715 CUMBERLNAD DR CLARKSVILLE TN 37040 931 217 1700
3. ELLOWYN J BELL	588 BRADY DR CLARKSVILLE TN 37042 931 801 1138	715 YOUNGS LANE NASHVILLE TN 37207 615 226 6500
4. KAYLA BRISENO	1552 GREEN GROVE WAY CLARKSVILLE TN 37043 979 256 9043	350 PAGEANT LANE SUITE 101C CLARKSVILLE TN 37040 931 648 5709
5. DEBORAH D BRYANT	324 HWY 13 PO BOX 44 CUNNINGHAM TN 37052 931 237 2832	2 MILLENNIUM PLAZA STE 101 CLARKSVILLE TN 37040 931 648 5703
6. KINSHASHA BURGESS	2468 RIFIKI DR CLARKSVILLE TN 37042 504-265-4351	105 EVA DR CLARKSVILLE TN 37040 9318028089
7. CLACIA BURTON	15 E SUMMIT HEIGHTS APT E CLARKSVILLE TN 37040 931-266-6293	15 E SUMMIT HEIGHTS APT E CLARKSVILLE TN 37040 931-266-6293
8. JASON CAMP	130 W OBSERVATORY DR CLARKSVILLE TN 37040 205 253 1335	350 PAGEANT LN SUITE 501 CLARKSVILLE TN 37040 931 648 8826
9. CYNTHIA K CLACK	4694 OLD METAL RD PALMYRA TN 37142 931-206-6845	
10. TRACIE D COLE	2335 PENDLETON DR CLARKSVILLE TN 37040 931-249-1535	350 THE BRIDGE ST HUNTSVILLE AL 358060021
11. MELISSA COLLAZO	38 LEALAND DR CLARKSVILLE TN 37042 931 623 4070	
12. ANGELA COLLINS	3487 OAK CREEK DR CLARKSVILLE TN 37040 912 596 9014	1598 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931 552 8698

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Notaries to be elected September 14, 2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. MALLORI CONLEY	1751 ASHLAND CITY RD APT E39 CLARKSVILLE TN 37043 731-446-2089	2155 LOWE'S DR CLARKSVILLE TN 37040 3912747540
14. DARREN D CRUZ	1248 COTTONWOOD DRIVE CLARKSVILLE TN 37040 931 338 4400	1511 VISTA LANE CLARKSVILLE TN 37043 931 648 7444
15. YVONNE DARNELL	733 ACCIPITER CIR CLARKSVILLE TN 37043 931-217-3786	25 JEFFERSON ST CLARKSVILLE TN 37040 9319207000
16. RODNEY DAVIS	1177 STILLWOOD DR CLARKSVILLE TN 37042 731-332-9155	2503 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 9315038000
17. KRISTA R DAVIS	5600 WATKINS FORD ROAD SOUTHSIDE TN 37171 931 206 5530	350 PAGEANT LN STE 101C CLARKSVILLE TN 37040 931 648 5709
18. BETH C DEASON	949 HOGAN LANE CLARKSVILLE TN 37043 931-561-1758	3271 HWY 41A SOUTH CLARKSVILLE TN 37043 931-358-0022
19. BROOKE DENT	1510 NOLEN RD CLARKSVILLE TN 37040 813 391 0118	
20. ERIN ROISIN DUVALL	3631 BLACKFORD HILLS RD CUNNINGHAM TN 37052 609 500 6869	324 FRANKLIN STREET CLARKSVILLE TN 37040 931 552 7474
21. MISTY COMBS ELLIS	328 ARTHUR HENDERSON RD ELKTON KY 38455 270-498-6085	1515 VISTA LANE CLARKSVILLE TN 37043 931-552-2228
22. KIM FANTROY	728 PRINCETON CIR CLARKSVILLE TN 37042 931 896 3458	2655 TRENTON RD CLARKSVILLE TN 37040 931 538 7021
23. REBECCA J GARMAN	441 NEEDMORE RD APT 124 CLARKSVILLE TN 37040 615 585 7262	310 FRANKLIN ST CLARKSVILLE TN 37040 931 552 0549
24. CARA GARNER	113 BELLAMY CT CLARKSVILLE TN 37043 805 245 4799	2690 MADISON ST STE 130 CLARKSVILLE TN 37043 931 245 1701

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Notaries to be elected September 14, 2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. HEATHER M GREATHOUSE	4004 LAKEWOOD DR CLARKSVILLE TN 37043 931 933 0109	1997 MADISON ST CLARKSVILLE TN 37043 91 552 4314
26. B GREEN	1133 UPLAND TERRACE CLARKSVILLE TN 37043 CLARKSVILLE 920-851-4367	112 CENTER CT SUITE A CLARKSVILLE TN 37040 9318026650
27. YVONNE COLLIER HACKNEY	4883 SANGO RD CLARKSVILLE TN 37043 931 358 0646	T 931 552 943
28. LESLIERA D HARPER	3645 ROCKY TOP CLARKSVILLE TN 37040 615-415-0234	
29. W TIMOTHY HARVEY	290 DEERWOOD ROAD CLARKSVILLE TN 37043 931-358-3101	310 FRANKLIN STREET CLARKSVILLE TN 37040 931-552-0549
30. SANDRA L IDZI	229 CHEROKEE TRAIL CLARKSVILLE TN 37043 931 378 5638	116 MERCHANTS BLVD ATE A CLARKSVILLE TN 37043 931 245 0034
31. LATONYA L JOHNSON	800 HORNBuckle RD CLARKSVILLE TN 37043 931-368-9441	
32. MELISA LANGERUD	1414 JENNY LANE CLARKSVILLE TN 37042 850 896 7466	112 CENTER CT CLARKSVILLE TN 37040 931 802 6653
33. CASEY LAVELL	2244 BAGGETT ROAD PALMYRA TN 37142 423-243-7787	1835 MADISON ST SUITE D CLARKSVILLE TN 37043 9315522476
34. DANNY R LEAVELL	549 MORRISON DR CLARKSVILLE TN 37042 931 237 7584	2050 LOWES DR CLARKSVILLE TN 37040 931 431 6800
35. MARLETTA L LILLY	916 YATES ROAD WHITE BLUFF TN 37187 615 946 0857	109 S THIRD STREET CLARKSVILLE TN 37040 931 552 6656
36. VICKI LINKER	2115 LAYTON RD CLARKSVILLE TN 37043 931 624 9802	116 MERCHANTS BLVD STE A CLARKSVILLE TN 37040 931 245 0034

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Notaries to be elected September 14, 2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
37. Y A MARTIN	1760 RIDGE RUNNER CT CLARKSVILLE TN 37042 931 378 9031	
38. SHELLEY R MCINTOSH	3385 TIMBER TRACE WOODLAWN TN 37191 931 472 4687	2600 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 647 5651
39. BETHANY D MEADOWS	3722 HWY 13 CUMBERLAND FURNACE TN 37051 931-436-0815	621 GRACEY AVE CLARKSVILLE TN 37040 931-387-4208
40. TANYA G MIMMS	867 E HAPPY HOLLOW DR CLARKSVILLE TN 37040 931 378 2683	651 DUNLOP LANE CLARKSVILLE TN 37040 931 378 2683
41. BRITTANY S MONDAY	1122 LUCAS WAYNE DR CLARKSVILLE TN 37043 931-980-0503	2034 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 9312453414
42. PRISCILLA MONTGOMERY	1591 EDGEWATER LN CLARKSVILLE TN 37043 931 802 2483	100 SOUTH SPRING ST CLARKSVILLE TN 37040 931 645 7426
43. DANI MOONEY	1988 SEVEN MILE FERRY RD CLARKSVILLE TN 37040 931 241 1779	2185 MADISON ST CLARKSVILLE TN 37043 9315522476
44. ANGELA R. NAPPER	1534 CHERRY TREE DRIVE CLARKSVILLE TN 37042 931-494-3481	1612 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931-494-3481
45. CHRISTIN PARRISH	1513 GREEN GROVE WAY CLARKSVILLE TN 37043 931-378-0898	1325 INTERNATIONAL BLVD CLARKSVILLE TN 37040 931-378-0898
46. BRANDY M PEETZ	3088 OLD SANGO RD CLARKSVILLE TN 37043 931-237-2249	112 CENTER COURT STE A CLARKSVILLE TN 37040 931-802-6650
47. JANICE LYONS PIEFKE	1865 GARWOOD DR CLARKSVILLE TN 37040 931 645 3974	
48. TAYLOR REYNOLDS	1813 BECKETT DR APT D CLARKSVILLE TN 37042 931-237-6549	PO BOX 1012 CLARKSVILLE TN 37041 931-358-4700

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

Notaries to be elected September 14, 2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
49. CARLEE SANDLIN	117 GAIL ST OAK GROVE KY 42262 606-438-4008	989 S RIVERSIDE DR CLARKSVILLE TN 37042 9315032477
50. KRISTINE SASO	2775 UNION HALL RD CLARKSVILLE TN 37040 931 241 1973	989 RIVERSIDE DR CLARKSVILLE TN 37040 931 503 2477
51. TIFFANY SCHOENBAUM	1121 WOODARD ST CLARKSVILLE TN 37040 931-322-3983	1249 PARADISE HIL RD CLARKSVILLE TN 37043 9316476333
52. TERRI L SCOTT	201 TIMBER COURT DR APT F CLARKSVILLE TN 37043 615 474 7965	
53. REGINA S SIGEARS	1109 MADISON ST CLARKSVILLE TN 37040 931-237-5492	500 TENNESSEE WALTZ PKWY ASHLAND CITY TN 37015 8003658170
54. SARAH SOPHOCLES	1728 HAZELWOOD RD CLARKSVILLE TN 37042 931 933 0738	50 FRANKLIN ST CLARKSVILLE TN 37040 931 553 4675
55. DEBRA R STEVENSON	3412 BRADFIELD DRIVE CLARKSVILLE TN 37040 615-414-8347	400 DEDERICK STREET NASHVILLE TN 37081 6157443925
56. CAITLIN A SWAFFER	2180 BEARDEN RD CLARKSVILLE TN 37043 931 320 5712	350 PAGEANT LN STE 101C CLARKSVILLE TN 37040 931 648 5709
57. DAVID M TILLEY	3389 MALLARD DR CLARKSVILLE TN 37042 931-431-5977	3389 MALLARD DR CLARKSVILLE TN 37042 931-237-5013
58. PATRICIA ANN TRAMIL	1115 ROSEBROOK DR CLARKSVILLE TN 37042 931-647-5967	
59. BRENDA TURK	756 W ACCIPITER CIR CLARKSVILLE TN 37043 256-736-4310	3095 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 9316484848
60. NATASHA VANDYKE	307 NEEDMORE CT CLARKSVILLE TN 37040 505 287 0822	251 E PINE MOUNTAIN RD CLARKSVILLE TN 37042 931 905 7900
61. RAUNETA R VUCKO	320 NORTHRIDGE DR. CLARKSVILLE TN 37042 931-572-7659	1598 FT. CAMPBELL BLVD CLARKSVILLE TN 37042 931-241-4926

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

Notaries to be elected September 14, 2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
62. SAMANTHA E WALLACE	703 BIG ROCK RD BIG ROCK TN 37023 931 305 6030	350 PAGEANT LN SUITE 101C CLARKSVILLE TN 37040 931 648 5709
63. RONALD WATERBURY	826 BUCKHORN DR CLARKSVILLE TN 37040 615-727-4175	1134 NEW HOPE LN SPRINGFIELD TN 37172 6158799159
64. STEFANIE WEAVER	2195 W ALLEN GRIFFEY RD APT 93 CLARKSVILLE TN 37042 808 497 6507	2279 RALEIGH CT CLARKSVILLE TN 37043 931 647 6516
65. CANDY K WHITE	1033 FREEDOM DR CLARKSVILLE TN 37042 931-538-5855	310 N 1ST ST CLARKSVILLE TN 37042 9315031234
66. LASHAE WHITLEY	210 BEECH ST APT A CLARKSVILLE TN 37042 931 980 3752	931 324 2532
67. DESTINY MONIQUE WILKS	745 INVER LANE CLARKSVILLE TN 37042 305 494 7733	2033 A FT CAMPBELL BLVD CLARKSVILLE TN 37042
68. DESIREE WILKS	745 INVER LANE CLARKSVILLE TN 37040 305-720-6971	2033A FORT CAMPBELL BLVD CLARKSVILLE TN 37043 931-553-1452
69. DARNELL WILKS	686 NEEDMORE RD CLARKSVILLE TN 37040 305-785-7463	2033A FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931-553-1452
70. DESHAMIR WILLIAMS	541 HIETTS LN APT A CLARKSVILLE TN 37043 931 538 9163	
71. JODY ZAVATCHEN	1289 CUMBERLAND HGTS RD CLARKSVILLE TN 37040 931 801 7898	350 PAGEANT LN SUITE 101C CLARKSVILLE TN 37040 931 648 57069

NOMINATING COMMITTEE

September 14, 2020

CHAIRMAN OF THE COUNTY LEGISLATIVE BODY

1-year term

_____ nominated to serve as Chairman for a one-year term to expire September 2021.

CHAIRPERSON PRO TEMPORE OF THE LEGISLATIVE BODY

1-year term

_____ nominated to serve a one-year term to expire September 2021.

HIGHWAY COMMISSION

4-year term

_____ nominated to serve a four-year term to expire September 2024.

_____ nominated to serve a four-year term to expire September 2024.

Jeff Bryant, as Highway Supervisor, nominated to serve a four-year term to expire September 2024.

COUNTY MAYOR APPOINTMENTS

September 14, 2020

PORT AUTHORITY

(requires approval)

5-year term

Carl Wilson reappointed to a five-year term to expire September 2025.

Beverly Taylor reappointed to a five-year term to expire September 2025.

Bryce Sanders reappointed to a five-year term to expire September 2025.

SPORTS AUTHORITY

(requires approval)

3-year term

Trenton Hassell appointed to fill the unexpired term of David Silvus, with term to expire October 2025.

BUDGET COMMITTEE

(requires approval)

1-year term

_____ appointed, as Mayor Pro Tempore, to serve a one-year term to expire September 2021.

CHAPLAIN OF LEGISLATIVE BODY

1-year term

Commissioner Joe Creek appointed to serve a one-year term to expire September 2021.

COURT SECURITY COMMITTEE

Wendy Davis, as interim Circuit Court Clerk, appointed to fill unexpired term of Cheryl Castle.

Judge Olita, as presiding judge, appointed to replace Judge Ayers with term to expire September 2021.

PERSONNEL ADVISORY COMMITTEE

(requires approval)

2-year term

Commissioner David Harper appointed to fill unexpired term of Commissioner Brandon Butts with term to expire May 2022.

LAND REGULATION ADVISORY COMMITTEE

2-year term

Commissioner Walker Woodruff appointed to serve a two-year term to expire September 2022.

Commissioner Larry Rocconi appointed to serve a two-year term to expire September 2022.

Lawson Mabry jointly appointed by County Mayor and City Mayor to serve a two-year term to expire September 2022.

Bert Singletary jointly appointed by County Mayor and City Mayor to serve a two-year term to expire September 2022.

Syd Hedrick jointly appointed by County Mayor and City Mayor to serve a two-year term to expire September 2022.

**MONTGOMERY COUNTY BOARD
OR COMMITTEE
PROSPECTIVE MEMBER PROFILE**

PERSONAL

Name Trenton Hassell
Age 42 Male ☒ Female ☐ Date of Birth 03/04/78 Years in Montgomery County 42
Spouse's Name Tiffany Hassell Children Bailey & Lauren
Employer Clarksville Christian School Phone (931) 647-8180
Work Address 505 Highway 76 Clarksville, TN 37043
E-mail thassell44@yahoo.com Fax _____
Home Address 4776 Mickie Ln Clarksville, TN 37043 Phone (931) 216-3375
Church Affiliation (Optional) _____

COMMITTEE PREFERENCE

Name of Board or Committee You Prefer Sports Authority Committee

EDUCATION

High School, College(s), Business or Trade School(s), Specialized Training

Clarksville High School From 93 To 97 Degree ☒ Major _____
APSU From 97 To 2001 Degree ☒ Major _____
From _____ To _____ Degree _____ Major _____

EMPLOYMENT

(Include military active duty)

Present Employer Clarksville Christian School Date Began 6/2020

Present Title or Responsibility Middle & High girls basketball coach Date Began 6/2020

How many days per month does your work require you to be out of the county? none, only basketball away games.

Does your job afford you the opportunity to attend committee meetings during an extended lunch period or during your regular work hours? yes

Previous Employment:

Employer NBA Title or Responsibility player How long? 9 yrs
Employer _____ Title or Responsibility _____ How long? _____

CIVIC ORGANIZATIONS & ACTIVITIES

Organization N/A How long? _____ Position Held _____
Organization N/A How long? _____ Position Held _____
Organization N/A How long? _____ Position Held _____

GENERAL

Are you a native of Montgomery County? ☒ Yes ☐ No

Are you currently involved in government (city, county, state, federal)? no

If yes, how are you involved? n/a

How would you describe your knowledge of community affairs?

☐ Poor ☒ Fair ☐ Good ☐ Excellent

How would you describe your activity in community affairs?

☐ Poor ☒ Fair ☐ Good ☐ Excellent

What do you hope to gain from service on a committee of Montgomery County Government?

I hope to bring sports events to the community + youth.

**THANK YOU FOR YOUR INTEREST
IN SERVING THE CITIZENS OF MONTGOMERY COUNTY**




Montgomery County Government
Building and Codes Department

Phone
931-648-5718

350 Pageant Lane Suite 309
Clarksville, TN 37040

Fax
931-553-5121

Memorandum

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

The number of permits issued in August 2020 is as follows: Building Permits 140, Grading Permits 2, Mechanical Permits 171, and Plumbing Permits 49 for a total of 362 permits.

The total cost of construction was \$19,992,236.00. The revenue is as follows: Building Permits \$82,983.80, Grading Permits \$325.00, Plumbing Permits \$4,900.00, Mechanical Permits: \$21,750.00 Plans Review \$10,520.43, BZA \$500.00, Re-Inspections \$1,900.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in August 2020 was \$122,879.23.

FISCAL YEAR 2020/2021 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	328
COST OF CONSTRUCTION:	\$45,297,652.00
NUMBER OF BUILDING PERMITS:	328
NUMBER OF PLUMBING PERMITS:	87
NUMBER OF MECHANICAL PERMITS:	313
NUMBER OF GRADING PERMITS:	5
BUILDING PERMITS REVENUE:	\$189,338.07
PLUMBING PERMIT REVENUE:	\$8,800.00
MECHANICAL PERMIT REVENUE:	\$38,300.00
GRADING PERMIT REVENUE:	\$3,240.00
RENEWAL FEES:	\$398.70
PLANS REVIEW FEES:	\$17,019.27
BZA FEES:	\$750.00
RE-INSPECTION FEES:	\$5,800.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$0.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$263,247.34

AUGUST 2020 GROUND WATER PROTECTION

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

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

FISCAL YEAR 2020/2021 TOTALS TO DATE:

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	0
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: \$0.00)	\$0.00
TOTAL REVENUE:	\$263,247.34
RS/bf	

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



**MONTGOMERY
COUNTY**
TENNESSEE

Montgomery County Government
Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

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

The total number of receipts issued in August 2020 is as follows: City 118 and County 89 for a total of 207.

There were 156 receipts issued on single-family dwellings, 39 receipts issued on multi-family dwellings with a total of 190 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There was 5 exemption receipt issued.

The total taxes received for August 2020 was \$176,500.00

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

Total Adequate Facilities Tax Revenue for August 2020 was \$176,500.00

FISCAL YEAR 2020/2021 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	267
	County:	217
	Total:	484
TOTAL REFUNDS:		\$0.00
TOTAL TAXES RECEIVED:		\$329,500.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	2	13	15
SINGLE-FAMILY DWELLINGS:	229	183	412
MULTI-FAMILY DWELLINGS (49 Receipts):	186	42	228
CONDOMINIUMS: (2 Receipts)	2	0	2
TOWNHOUSES:	0	0	0
EXEMPTIONS: (1 Receipts)	2	4	6
REFUNDS ISSUED: (0 Receipt)	(0)	(0)	(0)

RS/bf

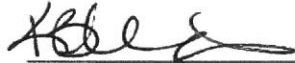
cc: Jim Durrett, County Mayor
 Kyle Johnson, Chief of Staff
 Jeff Taylor, Accounts and Budgets
 Kellie Jackson, County Clerk

Montgomery County, Tennessee
Office of Trustee
Monthly Financial Report
For the Month Ending 8/31/2020

ASSET		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
999-11120	CASH ON HAND	1,300.00	12,061,030.49	12,061,030.49	1,300.00
999-11130-003	F & M BANK-TAX PAYMENTS	13,023,605.02	121,366.62	0.00	13,144,971.64
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	3,653,496.69	791,689.52	4,444,355.21	831.00
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	672,906.40	171.45	0.00	673,077.85
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	552,979.78	53,295.98	26,298.92	579,976.84
999-11300-025	LEGENDS BANK - BI-COUNTY FEES	10,000.00	648,225.02	648,225.02	10,000.00
999-11130-026	PLANTERS BANK -209	46,287.01	690.75	62.06	46,915.70
999-11130-027	REGIONS - OPERATING	53,356,679.29	94,849,190.12	83,768,017.06	64,437,852.35
999-11130-028	REGIONS - MCG CLEARING	-	8,869,194.42	8,452,827.80	416,366.62
999-11130-029	REGIONS - SCHOOL CLEARING	-	10,947,673.55	10,947,673.55	0.00
999-11130-030	CMCSS CREDIT CARD ACCT	373,002.61	664,833.57	487.90	1,037,348.28
999-11300-004	LEGENDS BANK - 207	8,652,777.61	646,452.21	0.00	9,299,229.82
999-11300-006	PLANTERS BANK-DEPOSIT ACCT	15,037,161.90	785,990.01	15,820,483.98	2,667.93
999-11300-011	SYNOVUS - SHARED CD - 101	15,101,772.57	2,676.44	0.00	15,104,449.01
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	49,244.45	12.97	0.00	49,257.42
999-11300-026	BANK OF NASHVILLE / SYNOVUS	7,639,598.14	2,774.51	2,757.50	7,639,615.15
999-11300-028	REGIONS - CAPITAL PROJECTS	12,788,091.47	111.72	0.00	12,788,203.19
999-11300-029	REGIONS - GO PUBLIC IMPROVEMENT	2,763,063.26	24.14	0.00	2,763,087.40
999-11300-030	REGIONS - WORKER'S COMP	880,812.79	7.69	0.00	880,820.48
999-11300-035	REGIONS - E911	451,495.36	3.94	0.00	451,499.30
999-11300-037	REGIONS - DEBT SERVICE	226,341.65	1.98	0.00	226,343.63
999-11300-038	REGIONS - UNEMPLOYMENT TRUST	121,409.88	1.06	0.00	121,410.94
999-11300-040	HILLIARD LYONS	9,348,748.32	0.00	0.00	9,348,748.32
999-11300-041	2016A G.O. PUBLIC IMPROVEMENT BOND	19,270,565.10	34,133.60	0.00	19,304,698.70
999-11300-042	SHERIFF FEDERAL TREASURY	-	0.62	0.62	0.00
999-11300-043	SHERIFF FEDERAL JUSTICE	70,780.44	0.62	0.00	70,781.06
999-11300-044	FIRST ADVANTAGE CD	3,071,342.92	4,423.58	0.00	3,075,766.50
999-11300-046	USBANK - ICS	15,709,057.25	133.30	0.00	15,709,190.55
999-11300-047	REGIONS - GO CAPITAL OUTLAY	2,915,041.67	25.47	0.00	2,915,067.14
999-11300-048	REGIONS - GO BOND ANTICIPATION	2,390,658.98	20.89	0.00	2,390,679.87
999-11300-049	F & M - TAX DEPOSITS	-	25,221.06	0.00	25,221.06
999-11405	CHECKS WITH INSUFFICIENT FUNDS	-	0.00	0.00	0.00
999-11410	STATE OF TN TAX RELIEF CURR YR	2,159.00	830.00	2,989.00	0.00
999-11515	COUNTY TAX RELIEF	-	140.00	140.00	0.00
999-11890-CLEARING	MORTGAGE CLEARING	-	0.00	0.00	0.00
999-21900	TELLER OVER/SHORT	-	0.00	0.00	0.00
		188,180,379.56	130,510,347.30	136,175,349.11	182,515,377.75

LIABILITY		Beginning	Debits	Credits	Ending
101-21353	PLANNING COMMISSION	0.00	0.00	0.00	0.00
101-21560	DUE TO LITIGANT'S HEIRS AND OTHERS	0.00	0.00	0.00	0.00
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63	0.00	0.00	25,830.63
999-20120	EXCESS LAND SALE PAYMENTS 2012	4,739.39	0.00	0.00	4,739.39
999-20130	EXCESS LAND SALE PAYMENTS 2013	53,146.79	0.00	0.00	53,146.79
999-20140	EXCESS LAND SALE PAYMENTS 2014	46,401.47	0.00	0.00	46,401.47
999-21900	TELLER OVER/SHORT	0.00	0.00	0.00	0.00
999-22200	OVERPAYMENTS	5,791.13	47.04	134.12	5,878.21
999-22200-001	PAYMENT OVERAGES	3.80	0.00	7.50	11.30
999-24105	CREDIT CARD FEES	0.00	0.00	0.00	0.00
999-26500	STOP PAYMENTS	0.00	0.00	0.00	0.00
999-27700	TRUSTEE'S HOLDING ACCOUNT	0.00	0.00	0.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	0.00	0.00	0.00
999-28311	UNDISTRIBUTED TAXES PAID IN ADVANCE	3,943.00	0.00	10,118.01	14,061.01
999-29900	FEE/COMMISSION ACCOUNT	142,172.45	142,086.43	122,083.95	122,169.97
101	COUNTY GENERAL FUND	24,019,740.53	9,068,078.96	3,291,520.30	18,243,181.87
122	DRUG CONTROL FUND	66,000.99	1,664.23	1,812.86	66,149.62
131	GENERAL ROAD FUND	7,836,161.99	697,545.85	413,506.20	7,552,122.34
141	GENERAL PURPOSE SCHOOL FUND	37,507,582.33	24,437,417.25	28,265,990.76	41,336,155.84
142	SCHOOL FEDERAL PROJECTS FUND	2,155,185.26	1,748,814.48	1,471,453.69	1,877,824.47
143	CHILD NUTRITION FUND	5,725,022.33	575,151.90	565.12	5,150,435.55
144	SCHOOL SYSTEM TRANS FUND	2,847,441.27	766,959.27	1,175,214.27	3,255,696.27
146	EXTENDED SCHOOL PROGRAM FUND	188,150.28	0.00	240.00	188,390.28
151	DEBT SERVICE FUND	34,708,745.21	140,156.69	528,595.77	35,097,184.29
171	CAPITAL PROJECTS FUND	40,814,104.31	1,796,898.52	494,122.26	39,511,328.05
177	EDU CAPITAL PROJECTS FUND	1,267,004.76	954,633.18	1,304,125.00	1,616,496.58
204	E911 COMMUNICATION DIST	417,200.43	83,703.35	0.00	333,497.08
207	BI-COUNTY LANDFILL	6,923,846.51	999,659.29	1,479,375.59	7,403,562.81
208	EMERGENCY COMMUNICATIONS DISTRICT	716,005.95	199,986.59	773,167.24	1,289,186.60
209	LIBRARY FUND	207,840.58	170,439.57	532,980.20	570,381.21
263	SELF INSURANCE TRUST FUND	21,095,033.08	7,670,877.06	3,288,677.90	16,712,833.92
266	WORKERS' COMPENSATION	741,141.94	45,999.78	683,129.95	1,378,272.11
267	UNEMPLOYMENT COMPENSATION	47,257.60	70,408.42	61,425.66	38,274.84
351	CITY OF CLARKSVILLE - SALES TAX	0.00	1,855,211.35	1,855,211.35	0.00
362	MGC RAIL AUTHORITY	35,986.20	262.60	11,820.70	47,544.30
363	JUDICIAL DISTRICT DRUG FUND	427,395.02	23,179.86	18,387.00	422,602.16
364	DISTRICT ATTORNEY FUND	101,504.33	445.04	959.50	102,018.79
365	PORT AUTHORITY	50,000.00	0.00	0.00	50,000.00
366	VICTIMS ASSESSMENT FUND	0.00	0.00	0.00	0.00
		188,180,379.56	51,449,626.71	45,784,624.90	182,515,377.75

This report is submitted in accordance with requirements of section 5-8-505,
and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge,
information and belief accurately reflects transactions of this office for the year ended June 30, 2021.

A handwritten signature in black ink, appearing to be "K. B. E.", written over a horizontal line.

Signature

9/4/20

Date

Montgomery County Trustee

Title

[illegible]

Quarterly Financial Report for June 30, 2020

The quarterly financial report presented tonight is for the period ending June 30, 2020. The report consists of three statements for each of the six school system budgets (funds) appropriated by the County Commission.

Those funds are: General Purpose School, Federal Projects, Child Nutrition, Transportation, Extended Schools and Capital Projects.

The first statement is a balance sheet which is a picture of the financial condition of that particular fund at a point in time. The asset section represents the resources available to the district for payment of its obligations, much like your personal or business checking account along with any amounts due from others. The liabilities section reflects current amounts due to others. The equity section contains amounts held for future obligations to include fund balance and certain required reserves.

The second statement is a cash reconciliation which is basically comparing our cash balance to that of the County Trustee. This is similar to reconciling your check book to your bank statement.

The third statement for each fund is a report of all revenues and expenditures by category. This report reflects the approved budget amount as amended, amounts received or spent year to date (including encumbrance for purchase orders issued but not paid), and the amount under/over collected for revenues or the amount over/under spent for expenditures.

**General Purpose School Fund
Balance Sheet
For the Period Ending
June 30, 2020**

Assets

Current Assets:

Petty Cash	400.00
Cash in Bank	19,705.18
Cash on Deposit w/Trustee	51,132,409.63
Cash with Paying Agent	131,125.97
Accounts Receivable	382,897.35
Due From Other Governments	11,125,271.16
Due From Other Funds	1,010,787.87
Due From Primary Government	-
Property Taxes Receivable	28,978,604.77
Less Allowance for Uncollected Property Taxes	(415,151.16)
Prepaid Expenses	-
Stores Warehouse Inventory	177,909.86

TOTAL ASSETS

92,543,960.63

Liabilities and Equity

Liabilities:

Accounts Payable	1,793,407.80
Accrued Payroll	16,743,364.75
Payroll Deductions	9,511,585.53
Due to Other Funds	145,910.50
Due to Primary Government	-
Deferred Current Property Taxes	27,800,259.29
Deferred Delinquent Property Taxes	654,130.22
Other Deferred Revenue	4,867,552.23

Total Liabilities

61,516,210.32

Equity:

Reserve for Encumbrances - Prior Year	450,613.89
Nonspendable - Inventory	177,909.86
Nonspendable - Prepaid Items	-
Restricted for Instruction - Career Ladder	(825.24)
Committed for Oper. Non-Inst. Serv. - P & L Ins.	781,000.00
Committed for Oper. Non-Inst. Serv. - OJI	402,218.00
Assigned for Education	8,364,888.00
Assigned for Education - TECH	1,033,000.00
Assigned for Education - Bus Replacement	1,609,500.00
Assigned for Education - Centralization	-
Undesignated Fund Balance	18,209,445.80

Total Equity

31,027,750.31

TOTAL LIABILITIES AND EQUITY

92,543,960.63

**General Purpose School Fund
Cash Reconciliation
June 30, 2020**

Cash on Deposit with Trustee	48,522,080.72	
Plus Receipts for Month	<u>27,755,743.90</u>	
Total Available Funds		76,277,824.62
Less Cash Disbursements:		
Warrants Issued	(7,734,382.86)	
Wire Transfers	(17,348,354.90)	
Trustee's Commission	<u>(64,111.28)</u>	
Total Cash Disbursements		(25,146,849.04)
Plus Voided Checks	<u>1,434.05</u>	
Book Balance		51,132,409.63
Plus Outstanding Warrants		661,911.29
Plus Wire Transfers In-Transit		-
Plus Wire Transfer Adjustments		99.12
Less Deposits In-Transit		-
Less Adjustments Between Funds		<u>-</u>
Trustee's Report Balance		<u><u>51,794,420.04</u></u>

08/28/2020 13:20
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 REVENUE

P 1
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FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
<u>00000 NON CHARGE</u>							
40110	CURR PROP TAX	28,002,813.00	.00	28,002,813.00	27,830,886.12	171,926.88	99.4%
40120	TRUSTEE'S COLLECTIONS-PRIO	825,000.00	-325,000.00	500,000.00	492,327.77	7,672.23	98.5%
40125	TRUSTEE'S COLLECTIONS-BANK	.00	10,113.00	10,113.00	11,961.17	-1,848.17	118.3%
40130	CIRCUIT CLERK	381,951.00	-65,706.00	316,245.00	316,705.01	-460.01	100.1%
40140	INTEREST & PENALTY	316,000.00	-116,000.00	200,000.00	198,963.20	1,036.80	99.5%
40162	PYMTS IN LIEU OF TAXS-LOC	670,096.00	-92,603.00	577,493.00	577,656.68	-163.68	100.0%
40210	LOCAL OPTION SALES TAX	63,046,400.00	-3,546,400.00	59,500,000.00	61,639,817.91	-2,139,817.91	103.6%
40240	WHEEL TAX	4,970,750.00	.00	4,970,750.00	4,939,471.25	31,278.75	99.4%
40270	BUSINESS TAX	742,300.00	.00	742,300.00	924,207.03	-181,907.03	124.5%
40275	MIXED DRINK TAX	375,000.00	-31,838.00	343,162.00	419,058.55	-75,896.55	122.1%
40320	BANK EXCISE TAX	128,755.00	32,427.00	161,182.00	161,182.25	-.25	100.0%
44110	INTEREST EARNED	.00	.00	.00	1,899.69	-1,899.69	100.0%
44146	E-RATE FUNDING	295,947.00	.00	295,947.00	357,354.24	-61,407.24	120.7%
44170	MISCELLANEOUS REFUNDS	6,057.00	.00	6,057.00	29,386.43	-23,329.43	485.2%
44530	SALE OF EQUIPMENT	250,000.00	95,729.00	345,729.00	355,529.10	-9,800.10	102.8%
44560	DAMAGES RECOVERED FROM IND	3,435.00	.00	3,435.00	15,589.91	-12,154.91	453.9%
44570	CONTRIB & GIFTS	16,885.00	12,640.00	29,525.00	87,546.04	-58,021.04	296.5%
46511	BASIC EDUCATION PROG	180,646,500.00	2,300,000.00	182,946,500.00	183,439,528.12	-493,028.12	100.3%
46515	EARLY CHILDHOOD EDUCATION	1,566,500.00	274,410.00	1,840,910.00	1,840,910.66	-.66	100.0%
46590	OTHER STATE EDUCATION FUND	.00	36,900.00	36,900.00	37,825.00	-925.00	102.5%
46610	CAREER LADDER PROG	333,550.00	.00	333,550.00	241,211.36	92,338.64	72.3%
46790	OTHER VOCATIONAL	.00	32,505.00	32,505.00	32,504.57	.43	100.0%
46820	INCOME TAX	122,792.00	74,083.00	196,875.00	196,875.00	.00	100.0%
47630	PUB LAW 874-MAINT & OPERAT	1,777,633.00	.00	1,777,633.00	1,592,745.53	184,887.47	89.6%
48130	CONTRIBUTIONS	24,364.00	.00	24,364.00	24,364.00	.00	100.0%
49300	CAPITAL LEASE PROCEEDS	16,400,000.00	390,959.00	16,790,959.00	14,747,568.52	2,043,390.48	87.8%
49700	INSURANCE RECOVERY	1,000.00	297,093.00	298,093.00	298,092.83	.17	100.0%
49800	OPERATING TRANSFERS	667,624.00	697,406.00	1,365,030.00	1,276,526.95	88,503.05	93.5%
TOTAL NON CHARGE		301,571,352.00	76,718.00	301,648,070.00	302,087,694.89	-439,624.89	100.1%
<u>71000 INSTRUCTION</u>							
43511	TUITION-REGULAR DAY STUDEN	10,000.00	-10,000.00	.00	.00	.00	.0%
43517	TUITION OTHER - CR RECOVER	108,000.00	-45,700.00	62,300.00	62,300.00	.00	100.0%
47143	EDUCATION OF THE HANDICAPP	.00	426,747.00	426,747.00	426,746.60	.40	100.0%
47145	SPECIAL ED PRESCHOOL GRANT	.00	12,194.00	12,194.00	12,193.57	.43	100.0%
TOTAL INSTRUCTION		118,000.00	383,241.00	501,241.00	501,240.17	.83	100.0%

08/28/2020 13:20
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 REVENUE

P 2
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FOR 2020 13

ACCOUNTS FOR: 141 GENERAL PURPOSE SCHOOL	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
72000 SUPPORT SERVICES						
43365 ARCHIVES & RECORDS MANAGE.	8,400.00	.00	8,400.00	4,960.00	3,440.00	59.0%
43551 SCHOOL BASED HEALTH PROGRA	10,000.00	60,603.00	70,603.00	113,622.24	-43,019.24	160.9%
43583 TBI CRIMINAL BACKGROUND FE	36,300.00	.00	36,300.00	36,740.38	-440.38	101.2%
43990 OTHER CHARGES FOR SERVICES	312,117.00	91,718.00	403,835.00	409,682.23	-5,847.23	101.4%
44120 LEASE/RENTALS	82,000.00	68,938.00	150,938.00	146,687.40	4,250.60	97.2%
44145 SALE OF RECYCLED MATERIALS	6,000.00	-3,300.00	2,700.00	2,718.97	-18.97	100.7%
44170 MISCELLANEOUS REFUNDS	39,805.00	10,218.00	50,023.00	50,023.97	-.97	100.0%
44560 DAMAGES RECOVERED FROM IND	.00	.00	.00	99,177.10	-99,177.10	100.0%
44990 OTHER LOCAL REVENUE	10,450.00	-4,472.00	5,978.00	6,021.53	-43.53	100.7%
46390 TRANSITION SCHOOL TO WORK	180,764.00	-173,653.00	7,111.00	7,110.94	.06	100.0%
47640 ROTC REIMBURSEMENT	673,459.00	.00	673,459.00	671,734.61	1,724.39	99.7%
48140 ADULT LITERACY	31,494.00	.00	31,494.00	28,939.54	2,554.46	91.9%
48990 OTHER GOV AND CITZ GROUPS	30,000.00	.00	30,000.00	30,000.00	.00	100.0%
TOTAL SUPPORT SERVICES	1,420,789.00	50,052.00	1,470,841.00	1,607,418.91	-136,577.91	109.3%
TOTAL GENERAL PURPOSE SCHOOL	303,110,141.00	510,011.00	303,620,152.00	304,196,353.97	-576,201.97	100.2%

08/28/2020 13:18
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 1
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FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROX	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
71100 REGULAR INSTRUCTION PROGRAM								
511600	TEACHERS	96,303,674.00	-93,488.00	96,210,186.00	95,307,157.06	.00	903,028.94	99.1%
511700	CAREER LADDER PROGRAM	169,200.00	.00	169,200.00	148,590.72	.00	20,609.28	87.8%
512800	HOMEBOUND TEACHERS	147,451.00	.00	147,451.00	135,972.92	.00	11,478.08	92.2%
514000	SALARY SUPPLEMENTS	700,200.00	-131,500.00	568,700.00	302,431.00	.00	266,269.00	53.2%
516300	EDUCATIONAL ASSISTANTS	2,192,906.00	-68,778.00	2,124,128.00	2,017,427.23	.00	106,700.77	95.0%
516800	TEMPORARY PERSONNEL	.00	.00	.00	851.86	.00	-851.86	100.0%
518700	OVERTIME PAY	100.00	900.00	1,000.00	600.01	.00	399.99	60.0%
518900	OTHER SALARIES & WAGES	.00	30,000.00	30,000.00	25,228.81	.00	4,771.19	84.1%
519500	SUBSTITUTE TEACHERS CERTI	770,500.00	27,000.00	797,500.00	517,359.75	.00	280,140.25	64.9%
519800	SUB TEACHERS NON-CERTIFIE	1,143,226.00	63,000.00	1,206,226.00	863,123.22	.00	343,102.78	71.6%
520100	SOCIAL SECURITY	6,288,488.00	-4,264.00	6,284,224.00	5,858,010.74	.00	426,213.26	93.2%
520400	STATE RETIREMENT	9,224,050.00	-6,190.00	9,217,860.00	8,991,007.67	.00	226,852.33	97.5%
520600	LIFE INSURANCE	82,971.00	.00	82,971.00	78,237.51	.00	4,733.49	94.3%
520700	MEDICAL INSURANCE	17,759,836.00	-61,984.00	17,697,852.00	17,382,366.41	.00	315,485.59	98.2%
521200	EMPLOYER MEDICARE	1,470,697.00	-997.00	1,469,700.00	1,373,305.61	.00	96,394.39	93.4%
521700	RETIREMENT-HYBRID STABILI	788,957.00	.00	788,957.00	791,068.19	.00	-2,111.19	100.3%
533000	OPERATING LEASE PAYMENTS	3,000,001.00	.00	3,000,001.00	3,000,000.00	.00	1.00	100.0%
533600	MAINT/REPAIR SRVCS- EQUIP	12,600.00	.00	12,600.00	12,600.00	.00	.00	100.0%
535500	TRAVEL	24,100.00	.00	24,100.00	12,514.51	.00	11,585.49	51.9%
535600	TUITION	325,000.00	.00	325,000.00	290,890.40	.00	34,109.60	89.5%
539900	OTHER CONTRACTED SERVICES	772,000.00	131,500.00	903,500.00	924,918.77	.00	-21,418.77	102.4%
540600	BASIC SKILLS MATERIALS	42,327.00	.00	42,327.00	40,238.00	.00	2,089.00	95.1%
542900	INSTRUCTIONAL SUPP & MATE	1,967,786.00	16,760.00	1,984,546.00	1,971,454.63	.00	13,091.37	99.3%
543000	TEXTBOOKS - ELECTRONIC	1,525,000.00	.00	1,525,000.00	1,316,942.41	.00	208,057.59	86.4%
544900	TEXTBOOKS - BOUND	2,600,000.00	.00	2,600,000.00	2,180,425.63	.00	419,574.37	83.9%
553500	FEE WAIVERS	269,054.00	.00	269,054.00	269,054.00	.00	.00	100.0%
572200	REGULAR INSTRUCTION EQUIP	63,700.00	.00	63,700.00	30,474.59	.00	33,225.41	47.8%
TOTAL REGULAR INSTRUCTION PROG		147,643,824.00	-98,041.00	147,545,783.00	143,842,251.65	.00	3,703,531.35	97.5%
71150 ALTERNATIVE INSTRUCTION								
511600	TEACHERS	772,479.00	20,909.00	793,388.00	793,222.10	.00	165.90	100.0%
511700	CAREER LADDER PROGRAM	1,000.00	.00	1,000.00	999.96	.00	.04	100.0%
516300	EDUCATIONAL ASSISTANTS	57,856.00	.00	57,856.00	56,826.43	.00	1,029.57	98.2%
518900	OTHER SALARIES & WAGES	23,697.00	.00	23,697.00	23,635.95	.00	61.05	99.7%
519500	SUBSTITUTE TEACHERS CERTI	4,212.00	.00	4,212.00	.00	.00	4,212.00	.0%
519800	SUB TEACHERS NON-CERTIFIE	8,067.00	.00	8,067.00	113.24	.00	7,953.76	1.4%

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
520100	SOCIAL SECURITY	53,772.00	.00	53,772.00	50,397.74	.00	3,374.26	93.7%
520400	STATE RETIREMENT	73,484.00	.00	73,484.00	75,451.68	.00	-1,967.68	102.7%
520600	LIFE INSURANCE	713.00	.00	713.00	667.18	.00	45.82	93.6%
520700	MEDICAL INSURANCE	175,664.00	24,019.00	199,683.00	200,849.79	.00	-1,166.79	100.6%
521200	EMPLOYER MEDICARE	12,577.00	.00	12,577.00	11,786.60	.00	790.40	93.7%
521700	RETIREMENT-HYBRID STABILI	10,149.00	.00	10,149.00	9,858.35	.00	290.65	97.1%
535100	RENTALS	4,600.00	.00	4,600.00	954.24	.00	3,645.76	20.7%
542900	INSTRUCTIONAL SUPP & MATE	3,000.00	.00	3,000.00	2,981.47	.00	18.53	99.4%
TOTAL ALTERNATIVE INSTRUCTION		1,201,270.00	44,928.00	1,246,198.00	1,227,744.73	.00	18,453.27	98.5%
71200 SPECIAL EDUCATION PROGRAM								
511600	TEACHERS	17,177,288.00	-329,229.00	16,848,059.00	16,289,115.13	.00	558,943.87	96.7%
511700	CAREER LADDER PROGRAM	31,800.00	2,799.00	34,599.00	34,598.64	.00	.36	100.0%
512800	HOMEBOUND TEACHERS	263,681.00	.00	263,681.00	260,934.34	.00	2,746.66	99.0%
516300	EDUCATIONAL ASSISTANTS	4,160,447.00	708,263.00	4,868,710.00	4,835,858.19	.00	32,851.81	99.3%
516800	TEMPORARY PERSONNEL	579,000.00	.00	579,000.00	289,610.94	.00	289,389.06	50.0%
517100	SPEECH THERAPISTS	1,542,590.00	329,229.00	1,871,819.00	1,865,164.27	.00	6,654.73	99.6%
518700	OVERTIME PAY	500.00	500.00	1,000.00	357.28	.00	642.72	35.7%
519500	SUBSTITUTE TEACHERS CERTI	131,000.00	.00	131,000.00	50,751.79	.00	80,248.21	38.7%
519800	SUB TEACHERS NON-CERTIFIE	174,000.00	49,912.00	223,912.00	122,104.44	.00	101,807.56	54.5%
520100	SOCIAL SECURITY	1,491,739.00	43,912.00	1,535,651.00	1,386,213.22	.00	149,437.78	90.3%
520400	STATE RETIREMENT	2,238,549.00	88,150.00	2,326,699.00	2,179,352.56	.00	147,346.44	93.7%
520600	LIFE INSURANCE	22,485.00	748.00	23,233.00	22,095.24	.00	1,137.76	95.1%
520700	MEDICAL INSURANCE	4,258,673.00	92,428.00	4,351,101.00	4,582,786.90	.00	-231,685.90	105.3%
521200	EMPLOYER MEDICARE	348,874.00	10,269.00	359,143.00	324,710.87	.00	34,432.13	90.4%
521700	RETIREMENT-HYBRID STABILI	217,631.00	.00	217,631.00	204,356.42	.00	13,274.58	93.9%
535500	TRAVEL	3,000.00	.00	3,000.00	1,295.99	.00	1,704.01	43.2%
539900	OTHER CONTRACTED SERVICES	31,500.00	280,000.00	311,500.00	128,795.25	.00	182,704.75	41.3%
542900	INSTRUCTIONAL SUPP & MATE	85,000.00	58,941.00	143,941.00	47,770.39	.00	96,170.61	33.2%
572500	SPECIAL EDUCATION EQUIPME	10,000.00	.00	10,000.00	7,434.89	.00	2,565.11	74.3%
TOTAL SPECIAL EDUCATION PROGRA		32,767,757.00	1,335,922.00	34,103,679.00	32,633,306.75	.00	1,470,372.25	95.7%
71300 VOCATIONAL EDUCATION PROGRAM								
511600	TEACHERS	4,158,626.00	.00	4,158,626.00	4,139,174.03	.00	19,451.97	99.5%
511700	CAREER LADDER PROGRAM	5,000.00	.00	5,000.00	4,999.80	.00	.20	100.0%
514000	SALARY SUPPLEMENTS	45,624.00	.00	45,624.00	44,236.36	.00	1,387.64	97.0%

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROX	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
519500	SUBSTITUTE TEACHERS CERTI	35,000.00	9,638.00	44,638.00	7,571.52	.00	37,066.48	17.0%
519800	SUB TEACHERS NON-CERTIFIE	40,700.00	9,637.00	50,337.00	31,880.20	.00	18,456.80	63.3%
520100	SOCIAL SECURITY	265,667.00	1,195.00	266,862.00	249,871.51	.00	16,990.49	93.6%
520400	STATE RETIREMENT	389,854.00	.00	389,854.00	382,629.45	.00	7,224.55	98.1%
520600	LIFE INSURANCE	3,158.00	.00	3,158.00	3,056.73	.00	101.27	96.8%
520700	MEDICAL INSURANCE	743,640.00	11,876.00	755,516.00	753,974.13	.00	1,541.87	99.8%
521200	EMPLOYER MEDICARE	62,133.00	280.00	62,413.00	58,470.87	.00	3,942.13	93.7%
521700	RETIREMENT-HYBRID STABILI	31,943.00	.00	31,943.00	33,534.19	.00	-1,591.19	105.0%
533600	MAINT/REPAIR SRVCS- EQUIP	2,000.00	.00	2,000.00	997.24	.00	1,002.76	49.9%
535500	TRAVEL	3,000.00	.00	3,000.00	104.81	.00	2,895.19	3.5%
539900	OTHER CONTRACTED SERVICES	.00	2,900.00	2,900.00	.00	.00	2,900.00	.0%
542900	INSTRUCTIONAL SUPP & MATE	208,000.00	8,855.00	216,855.00	155,233.42	.00	61,621.58	71.6%
544800	T&I CONSTRUCTION MATERIAL	370,000.00	.00	370,000.00	370,000.00	.00	.00	100.0%
573000	VOCATIONAL INSTRUCTION EQ	100,000.00	.00	100,000.00	100,000.00	.00	.00	100.0%
TOTAL VOCATIONAL EDUCATION PRO		6,464,345.00	44,381.00	6,508,726.00	6,335,734.26	.00	172,991.74	97.3%
72110 ATTENDANCE								
510500	SUPERVISOR/DIRECTOR	199,544.00	.00	199,544.00	199,350.35	.00	193.65	99.9%
511700	CAREER LADDER PROGRAM	5,000.00	.00	5,000.00	4,999.92	.00	.08	100.0%
513400	PUPIL PERSONNEL	453,854.00	36.00	453,890.00	453,890.14	.00	-.14	100.0%
516100	SECRETARY(S)	34,201.00	.00	34,201.00	28,104.85	.00	6,096.15	82.2%
520100	SOCIAL SECURITY	42,941.00	.00	42,941.00	41,149.94	.00	1,791.06	95.8%
520400	STATE RETIREMENT	74,747.00	.00	74,747.00	72,037.40	.00	2,709.60	96.4%
520600	LIFE INSURANCE	420.00	.00	420.00	412.56	.00	7.44	98.2%
520700	MEDICAL INSURANCE	98,892.00	.00	98,892.00	84,153.51	.00	14,738.49	85.1%
521200	EMPLOYER MEDICARE	10,043.00	.00	10,043.00	9,623.75	.00	419.25	95.8%
521700	RETIREMENT-HYBRID STABILI	.00	.00	.00	444.66	.00	-444.66	100.0%
532000	DUES AND MEMBERSHIPS	100.00	.00	100.00	157.32	.00	-57.32	157.3%
535500	TRAVEL	7,000.00	.00	7,000.00	5,325.35	.00	1,674.65	76.1%
543500	OFFICE SUPPLIES	4,900.00	.00	4,900.00	4,474.83	.00	425.17	91.3%
549900	OTHER SUPPLIES AND MATERI	5,500.00	.00	5,500.00	130.23	.00	5,369.77	2.4%
552400	IN SERVICE/STAFF DEVELOPM	7,000.00	.00	7,000.00	3,046.08	.00	3,953.92	43.5%
TOTAL ATTENDANCE		944,142.00	36.00	944,178.00	907,300.89	.00	36,877.11	96.1%
72120 HEALTH SERVICES								
513100	MEDICAL PERSONNEL	1,328,273.00	30,000.00	1,358,273.00	1,328,506.43	.00	29,766.57	97.8%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 4
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
516800	TEMPORARY PERSONNEL	90,000.00	.00	90,000.00	76,391.53	.00	13,608.47	84.9%
518700	OVERTIME PAY	200.00	300.00	500.00	87.41	.00	412.59	17.5%
520100	SOCIAL SECURITY	87,945.00	1,860.00	89,805.00	81,429.52	.00	8,375.48	90.7%
520400	STATE RETIREMENT	158,373.00	2,700.00	161,073.00	127,860.70	.00	33,212.30	79.4%
520600	LIFE INSURANCE	1,311.00	.00	1,311.00	1,171.08	.00	139.92	89.3%
520700	MEDICAL INSURANCE	258,772.00	68,667.00	327,439.00	314,140.47	.00	13,298.53	95.9%
521200	EMPLOYER MEDICARE	20,568.00	435.00	21,003.00	19,102.78	.00	1,900.22	91.0%
521700	RETIREMENT-HYBRID STABILI	10,674.00	.00	10,674.00	15,250.64	.00	-4,576.64	142.9%
539900	OTHER CONTRACTED SERVICES	1,200.00	.00	1,200.00	1,262.00	.00	-62.00	105.2%
543500	OFFICE SUPPLIES	.00	.00	.00	102.04	.00	-102.04	100.0%
549900	OTHER SUPPLIES AND MATERI	33,295.00	.00	33,295.00	32,605.21	.00	689.79	97.9%
573500	HEALTH EQUIPMENT	29,150.00	.00	29,150.00	28,223.62	.00	926.38	96.8%
TOTAL HEALTH SERVICES		2,019,761.00	103,962.00	2,123,723.00	2,026,133.43	.00	97,589.57	95.4%
72130 OTHER STUDENT SUPPORT								
511700	CAREER LADDER PROGRAM	8,000.00	.00	8,000.00	6,833.18	.00	1,166.82	85.4%
512300	GUIDANCE PERSONNEL	4,997,973.00	133,780.00	5,131,753.00	5,129,970.55	.00	1,782.45	100.0%
512400	PSYCHOLOGICAL PERSONNEL	.00	154,733.00	154,733.00	162,277.04	.00	-7,544.04	104.9%
513000	SOCIAL WORKERS	265,958.00	.00	265,958.00	221,444.55	.00	44,513.45	83.3%
514000	SALARY SUPPLEMENTS	1,641,223.00	56,221.00	1,697,444.00	1,619,847.08	.00	77,596.92	95.4%
516200	CLERICAL PERSONNEL	490,592.00	39,292.00	529,884.00	499,898.53	.00	29,985.47	94.3%
516300	EDUCATIONAL ASSISTANTS	174,305.00	4,973.00	179,278.00	151,454.43	.00	27,823.57	84.5%
516800	TEMPORARY PERSONNEL	.00	25,000.00	25,000.00	22,237.56	.00	2,762.44	89.0%
518700	OVERTIME PAY	1,292.00	.00	1,292.00	37.34	.00	1,254.66	2.9%
518900	OTHER SALARIES & WAGES	110,004.00	336,359.00	446,363.00	387,737.51	.00	58,625.49	86.9%
520100	SOCIAL SECURITY	476,739.00	41,790.00	518,529.00	485,513.50	.00	33,015.50	93.6%
520400	STATE RETIREMENT	770,326.00	56,426.00	826,752.00	757,773.15	.00	68,978.85	91.7%
520600	LIFE INSURANCE	5,618.00	297.00	5,915.00	5,291.52	.00	623.48	89.5%
520700	MEDICAL INSURANCE	1,193,411.00	78,314.00	1,271,725.00	1,207,926.03	.00	63,798.97	95.0%
521200	EMPLOYER MEDICARE	111,496.00	9,774.00	121,270.00	113,751.11	.00	7,518.89	93.8%
521700	RETIREMENT-HYBRID STABILI	37,975.00	5,965.00	43,940.00	54,556.08	.00	-10,616.08	124.2%
532000	DUES AND MEMBERSHIPS	255.00	.00	255.00	.00	.00	255.00	.0%
532200	EVALUATION AND TESTING	375,204.00	-70,000.00	305,204.00	126,102.22	.00	179,101.78	41.3%
539900	OTHER CONTRACTED SERVICES	25,688.00	26,000.00	51,688.00	51,224.62	.00	463.38	99.1%
542900	INSTRUCTIONAL SUPP & MATE	1,200.00	.00	1,200.00	.00	.00	1,200.00	.0%
543500	OFFICE SUPPLIES	1,500.00	.00	1,500.00	635.45	.00	864.55	42.4%
549900	OTHER SUPPLIES AND MATERI	.00	2,000.00	2,000.00	753.53	.00	1,246.47	37.7%
552400	IN SERVICE/STAFF DEVELOPM	5,000.00	23,000.00	28,000.00	22,700.07	.00	5,299.93	81.1%
559900	OTHER CHARGES	1,096.00	.00	1,096.00	992.00	.00	104.00	90.5%
579000	OTHER EQUIPMENT	40,000.00	10,000.00	50,000.00	47,199.86	.00	2,800.14	94.4%
TOTAL OTHER STUDENT SUPPORT		10,734,855.00	933,924.00	11,668,779.00	11,076,156.91	.00	592,622.09	94.9%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 5
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>72210 REGULAR INSTRUCTION SUPPORT</u>								
510500	SUPERVISOR/DIRECTOR	1,665,639.00	.00	1,665,639.00	1,605,527.76	.00	60,111.24	96.4%
511700	CAREER LADDER PROGRAM	33,000.00	.00	33,000.00	28,415.71	.00	4,584.29	86.1%
512900	LIBRARIANS	2,747,322.00	.00	2,747,322.00	2,700,083.63	.00	47,238.37	98.3%
513800	INSTRUCTIONAL COMPUTER PE	2,693,793.00	-38,329.00	2,655,464.00	2,483,706.95	.00	171,757.05	93.5%
514000	SALARY SUPPLEMENTS	772,775.00	-49,541.00	723,234.00	480,052.50	.00	243,181.50	66.4%
516100	SECRETARY(S)	122,030.00	358.00	122,388.00	122,387.21	.00	.79	100.0%
516200	CLERICAL PERSONNEL	40,798.00	366.00	41,164.00	41,164.35	.00	-.35	100.0%
516300	EDUCATIONAL ASSISTANTS	901,799.00	.00	901,799.00	867,551.60	.00	34,247.40	96.2%
516800	TEMPORARY PERSONNEL	1,000.00	.00	1,000.00	.00	.00	1,000.00	.0%
518700	OVERTIME PAY	500.00	.00	500.00	47.93	.00	452.07	9.6%
518900	OTHER SALARIES & WAGES	1,591,181.00	153,674.00	1,744,855.00	1,729,985.76	.00	14,869.24	99.1%
519600	IN-SERVICE TRAINING	15,955.00	.00	15,955.00	6,997.50	.00	8,957.50	43.9%
520100	SOCIAL SECURITY	656,319.00	14,294.00	670,613.00	595,211.66	.00	75,401.34	88.8%
520400	STATE RETIREMENT	1,123,712.00	-8,562.00	1,115,150.00	1,065,572.16	.00	49,577.84	95.6%
520600	LIFE INSURANCE	6,786.00	.00	6,786.00	6,525.02	.00	260.98	96.2%
520700	MEDICAL INSURANCE	1,590,681.00	50,537.00	1,641,218.00	1,606,523.65	.00	34,694.35	97.9%
521200	EMPLOYER MEDICARE	153,496.00	452.00	153,948.00	139,652.70	.00	14,295.30	90.7%
521700	RETIREMENT-HYBRID STABILI	34,464.00	.00	34,464.00	35,527.40	.00	-1,063.40	103.1%
530800	CONSULTANTS	.00	5,000.00	5,000.00	1,235.00	.00	3,765.00	24.7%
532000	DUES AND MEMBERSHIPS	5,270.00	.00	5,270.00	2,959.00	.00	2,311.00	56.1%
535500	TRAVEL	21,100.00	1,800.00	22,900.00	13,220.50	.00	9,679.50	57.7%
539900	OTHER CONTRACTED SERVICES	337,250.00	-3,000.00	334,250.00	208,733.74	.00	125,516.26	62.4%
542500	GASOLINE	1,000.00	.00	1,000.00	93.28	.00	906.72	9.3%
543200	LIBRARY BOOKS/MEDIA	377,419.00	1,825.00	379,244.00	379,244.00	.00	.00	100.0%
543500	OFFICE SUPPLIES	14,000.00	.00	14,000.00	12,029.31	.00	1,970.69	85.9%
543700	PERIODICALS	38,000.00	.00	38,000.00	38,000.00	.00	.00	100.0%
549900	OTHER SUPPLIES AND MATERI	629,503.00	1,250.00	630,753.00	622,678.32	.00	8,074.68	98.7%
552400	IN SERVICE/STAFF DEVELOPM	715,472.00	-6,800.00	708,672.00	507,776.45	.00	200,895.55	71.7%
559900	OTHER CHARGES	21,000.00	6,981.00	27,981.00	17,633.96	.00	10,347.04	63.0%
572200	REGULAR INSTRUCTION EQUIP	10,000.00	-10,000.00	.00	.00	.00	.00	.0%
579000	OTHER EQUIPMENT	5,000.00	2,900.00	7,900.00	2,899.66	.00	5,000.34	36.7%
TOTAL REGULAR INSTRUCTION SUPP		16,326,264.00	123,205.00	16,449,469.00	15,321,436.71	.00	1,128,032.29	93.1%
<u>72215 ALTERNATIVE INSTRUCT SUPPORT</u>								
516200	CLERICAL PERSONNEL	22,906.00	.00	22,906.00	22,780.89	.00	125.11	99.5%
518700	OVERTIME PAY	.00	.00	.00	35.83	.00	-35.83	100.0%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 6
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
520100	SOCIAL SECURITY	1,420.00	.00	1,420.00	1,404.26	.00	15.74	98.9%
520400	STATE RETIREMENT	1,462.00	.00	1,462.00	3,063.27	.00	-1,601.27	209.5%
520600	LIFE INSURANCE	32.00	.00	32.00	30.40	.00	1.60	95.0%
521200	EMPLOYER MEDICARE	332.00	.00	332.00	328.42	.00	3.58	98.9%
521700	RETIREMENT-HYBRID STABILI	601.00	.00	601.00	30.68	.00	570.32	5.1%
TOTAL ALTERNATIVE INSTRUCT SUP		26,753.00	.00	26,753.00	27,673.75	.00	-920.75	103.4%
72220 SPECIAL EDUCATION SUPPORT								
510500	SUPERVISOR/DIRECTOR	109,216.00	.00	109,216.00	109,215.97	.00	.03	100.0%
511700	CAREER LADDER PROGRAM	4,000.00	.00	4,000.00	3,999.96	.00	.04	100.0%
512400	PSYCHOLOGICAL PERSONNEL	1,023,057.00	-144,348.00	878,709.00	869,279.27	.00	9,429.73	98.9%
516100	SECRETARY(S)	66,144.00	.00	66,144.00	31,685.12	.00	34,458.88	47.9%
516200	CLERICAL PERSONNEL	54,879.00	.00	54,879.00	45,937.44	.00	8,941.56	83.7%
518900	OTHER SALARIES & WAGES	1,252,183.00	-132,001.00	1,120,182.00	981,673.45	.00	138,508.55	87.6%
519600	IN-SERVICE TRAINING	6,000.00	.00	6,000.00	.00	.00	6,000.00	.0%
520100	SOCIAL SECURITY	155,959.00	-17,778.00	138,181.00	121,549.95	.00	16,631.05	88.0%
520400	STATE RETIREMENT	240,636.00	-19,580.00	221,056.00	193,410.80	.00	27,645.20	87.5%
520600	LIFE INSURANCE	1,580.00	-297.00	1,283.00	1,171.81	.00	111.19	91.3%
520700	MEDICAL INSURANCE	371,765.00	-35,970.00	335,795.00	291,677.68	.00	44,117.32	86.9%
521200	EMPLOYER MEDICARE	36,474.00	-4,158.00	32,316.00	28,555.46	.00	3,760.54	88.4%
521700	RETIREMENT-HYBRID STABILI	18,289.00	-5,965.00	12,324.00	14,403.19	.00	-2,079.19	116.9%
532000	DUES AND MEMBERSHIPS	1,800.00	.00	1,800.00	180.00	.00	1,620.00	10.0%
535500	TRAVEL	29,000.00	.00	29,000.00	13,577.48	.00	15,422.52	46.8%
539900	OTHER CONTRACTED SERVICES	96,160.00	50,000.00	146,160.00	128,106.00	.00	18,054.00	87.6%
543500	OFFICE SUPPLIES	9,250.00	.00	9,250.00	3,588.77	.00	5,661.23	38.8%
549900	OTHER SUPPLIES AND MATERI	90,639.00	50,000.00	140,639.00	50,011.30	.00	90,627.70	35.6%
552400	IN SERVICE/STAFF DEVELOPM	20,500.00	.00	20,500.00	8,247.40	.00	12,252.60	40.2%
TOTAL SPECIAL EDUCATION SUPPOR		3,587,531.00	-260,097.00	3,327,434.00	2,896,271.05	.00	431,162.95	87.0%
72230 VOCATIONAL EDUCATION SUPPORT								
510500	SUPERVISOR/DIRECTOR	84,042.00	26,060.00	110,102.00	110,102.01	.00	-.01	100.0%
516100	SECRETARY(S)	19,684.00	.00	19,684.00	19,178.29	.00	505.71	97.4%
520100	SOCIAL SECURITY	6,431.00	.00	6,431.00	7,926.12	.00	-1,495.12	123.2%
520400	STATE RETIREMENT	11,673.00	.00	11,673.00	13,555.43	.00	-1,882.43	116.1%
520600	LIFE INSURANCE	59.00	.00	59.00	59.88	.00	-.88	101.5%
520700	MEDICAL INSURANCE	13,886.00	.00	13,886.00	5,842.47	.00	8,043.53	42.1%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 7
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141 GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
521200 EMPLOYER MEDICARE	1,504.00	.00	1,504.00	1,853.69	.00	-349.69	123.3%
543500 OFFICE SUPPLIES	600.00	.00	600.00	26.80	.00	573.20	4.5%
552400 IN SERVICE/STAFF DEVELOPM	2,000.00	.00	2,000.00	515.81	.00	1,484.19	25.8%
TOTAL VOCATIONAL EDUCATION SUP	139,879.00	26,060.00	165,939.00	159,060.50	.00	6,878.50	95.9%
72250 TECHNOLOGY							
510500 SUPERVISOR/DIRECTOR	622,855.00	8,901.00	631,756.00	631,755.16	.00	.84	100.0%
512000 COMPUTER PROGRAMMER(S)	329,055.00	1.00	329,056.00	329,055.13	.00	.87	100.0%
514000 SALARY SUPPLEMENTS	10,000.00	.00	10,000.00	5,640.03	.00	4,359.97	56.4%
516100 SECRETARY(S)	42,001.00	.00	42,001.00	41,995.22	.00	5.78	100.0%
516800 TEMPORARY PERSONNEL	30,000.00	45,000.00	75,000.00	20,330.32	.00	54,669.68	27.1%
518700 OVERTIME PAY	1,000.00	.00	1,000.00	264.01	.00	735.99	26.4%
518900 OTHER SALARIES & WAGES	155,922.00	38,329.00	194,251.00	194,250.05	.00	.95	100.0%
520100 SOCIAL SECURITY	73,831.00	2,790.00	76,621.00	72,903.90	.00	3,717.10	95.1%
520400 STATE RETIREMENT	157,594.00	.00	157,594.00	161,980.73	.00	-4,386.73	102.8%
520600 LIFE INSURANCE	601.00	.00	601.00	631.20	.00	-30.20	105.0%
520700 MEDICAL INSURANCE	130,544.00	.00	130,544.00	131,999.10	.00	-1,455.10	101.1%
521200 EMPLOYER MEDICARE	17,267.00	653.00	17,920.00	17,245.18	.00	674.82	96.2%
521700 RETIREMENT-HYBRID STABILI	2,532.00	.00	2,532.00	1,558.37	.00	973.63	61.5%
532000 DUES AND MEMBERSHIPS	1,215.00	.00	1,215.00	1,240.00	.00	-25.00	102.1%
535000 INTERNET CONNECTIVITY	616,300.00	.00	616,300.00	627,307.84	.00	-11,007.84	101.8%
535500 TRAVEL	46,650.00	.00	46,650.00	24,632.65	.00	22,017.35	52.8%
539900 OTHER CONTRACTED SERVICES	904,878.00	200,000.00	1,104,878.00	1,011,523.76	.00	93,354.24	91.6%
541100 DATA PROCESSING SUPPLIES	709,243.00	-100,000.00	609,243.00	478,660.94	.00	130,582.06	78.6%
541800 EQUIPMENT AND MACHINERY P	282,000.00	96,718.00	378,718.00	326,675.29	.00	52,042.71	86.3%
542200 FOOD SUPPLIES	225.00	.00	225.00	1,685.43	.00	-1,460.43	749.1%
543500 OFFICE SUPPLIES	1,500.00	.00	1,500.00	1,042.18	.00	457.82	69.5%
547000 CABLING	500,000.00	-100,000.00	400,000.00	374,181.54	.00	25,818.46	93.5%
547100 SOFTWARE	1,645,078.00	.00	1,645,078.00	1,602,970.02	.00	42,107.98	97.4%
549900 OTHER SUPPLIES AND MATERI	73,000.00	.00	73,000.00	.00	.00	73,000.00	.0%
552400 IN SERVICE/STAFF DEVELOPM	34,460.00	.00	34,460.00	3,447.80	.00	31,012.20	10.0%
570100 ADMINISTRATIVE EQUIPMENT	1,350.00	.00	1,350.00	500.50	.00	849.50	37.1%
570900 DATA PROCESSING EQUIPMENT	375,000.00	110,000.00	485,000.00	429,819.53	.00	55,180.47	88.6%
579000 OTHER EQUIPMENT	17,100,000.00	390,959.00	17,490,959.00	15,607,652.77	.00	1,883,306.23	89.2%
TOTAL TECHNOLOGY	23,864,101.00	693,351.00	24,557,452.00	22,100,948.65	.00	2,456,503.35	90.0%

72260 ADULT EDUCATION SUPPORT

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 8
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
510500	SUPERVISOR/DIRECTOR	91,174.00	12,497.00	103,671.00	102,617.51	.00	1,053.49	99.0%
511700	CAREER LADDER PROGRAM	1,000.00	.00	1,000.00	999.96	.00	.04	100.0%
512300	GUIDANCE PERSONNEL	30,800.00	.00	30,800.00	26,883.00	.00	3,917.00	87.3%
518900	OTHER SALARIES & WAGES	112,131.00	7,502.00	119,633.00	119,632.14	.00	.86	100.0%
520100	SOCIAL SECURITY	14,577.00	.00	14,577.00	15,239.48	.00	-662.48	104.5%
520400	STATE RETIREMENT	23,307.00	.00	23,307.00	20,544.01	.00	2,762.99	88.1%
520600	LIFE INSURANCE	130.00	.00	130.00	125.28	.00	4.72	96.4%
520700	MEDICAL INSURANCE	13,069.00	1,746.00	14,815.00	13,168.64	.00	1,646.36	88.9%
521200	EMPLOYER MEDICARE	3,410.00	.00	3,410.00	3,564.08	.00	-154.08	104.5%
521700	RETIREMENT-HYBRID STABILI	937.00	.00	937.00	1,057.31	.00	-120.31	112.8%
TOTAL ADULT EDUCATION SUPPORT		290,535.00	21,745.00	312,280.00	303,831.41	.00	8,448.59	97.3%
72310 BOARD OF EDUCATION								
511800	SECRETARY TO BOARD	26,573.00	4,009.00	30,582.00	30,581.65	.00	.35	100.0%
519100	BOARD & COMMITTEE MEMB FE	44,000.00	.00	44,000.00	43,850.00	.00	150.00	99.7%
520100	SOCIAL SECURITY	4,376.00	.00	4,376.00	3,680.19	.00	695.81	84.1%
520400	STATE RETIREMENT	8,375.00	.00	8,375.00	3,991.10	.00	4,383.90	47.7%
520600	LIFE INSURANCE	16.00	.00	16.00	15.62	.00	.38	97.6%
520700	MEDICAL INSURANCE	6,944.00	.00	6,944.00	5,869.48	.00	1,074.52	84.5%
520900	DISABILITY INSURANCE	611,500.00	.00	611,500.00	599,649.58	.00	11,850.42	98.1%
521000	UNEMPLOYMENT COMPENSATION	70,000.00	.00	70,000.00	145,318.25	.00	-75,318.25	207.6%
521200	EMPLOYER MEDICARE	1,023.00	.00	1,023.00	1,050.65	.00	-27.65	102.7%
529900	OTHER FRINGE BENEFITS	699,988.00	.00	699,988.00	649,981.51	.00	50,006.49	92.9%
530500	AUDIT SERVICES	82,500.00	.00	82,500.00	82,500.00	.00	.00	100.0%
532000	DUES AND MEMBERSHIPS	30,300.00	-8,000.00	22,300.00	21,053.00	.00	1,247.00	94.4%
533100	LEGAL SERVICES	125,000.00	66,000.00	191,000.00	118,587.03	.00	72,412.97	62.1%
539900	OTHER CONTRACTED SERVICES	.00	10,250.00	10,250.00	10,250.00	.00	.00	100.0%
550600	LIABILITY INSURANCE	254,723.00	79,041.00	333,764.00	333,764.00	.00	.00	100.0%
550800	PREMIUMS ON CORP SURETY B	3,771.00	215.00	3,986.00	3,986.00	.00	.00	100.0%
551000	TRUSTEE'S COMMISSION	1,390,000.00	.00	1,390,000.00	1,291,721.80	.00	98,278.20	92.9%
551300	WORKER'S COMP INSURANCE	250,000.00	-80,000.00	170,000.00	161,480.00	.00	8,520.00	95.0%
551500	LIABILITY CLAIMS	250,000.00	-30,250.00	219,750.00	253,638.67	.00	-33,888.67	115.4%
551600	OTHER SELF-INSURED CLAIMS	100,000.00	100,000.00	200,000.00	157,855.75	.00	42,144.25	78.9%
552400	IN SERVICE/STAFF DEVELOPM	17,000.00	8,000.00	25,000.00	13,339.35	.00	11,660.65	53.4%
553300	CRIMINAL INVEST OF APPLIC	94,605.00	.00	94,605.00	57,753.20	.00	36,851.80	61.0%
559900	OTHER CHARGES	75,500.00	180,683.00	256,183.00	183,844.24	.00	72,338.76	71.8%
TOTAL BOARD OF EDUCATION		4,146,194.00	329,948.00	4,476,142.00	4,173,761.07	.00	302,380.93	93.2%

72320 DIRECTOR OF SCHOOLS

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
510100	DIRECTOR OF SCHOOLS	191,834.00	1.00	191,835.00	191,537.56	.00	297.44	99.8%
510300	ASSISTANT	123,657.00	.00	123,657.00	123,656.95	.00	.05	100.0%
511700	CAREER LADDER PROGRAM	1,000.00	.00	1,000.00	1,000.00	.00	.00	100.0%
513700	EDUCATION MEDIA PERSONNEL	129,910.00	12.00	129,922.00	113,611.41	.00	16,310.59	87.4%
516100	SECRETARY(S)	129,363.00	.00	129,363.00	91,435.76	.00	37,927.24	70.7%
516200	CLERICAL PERSONNEL	216,156.00	-39,292.00	176,864.00	171,642.98	.00	5,221.02	97.0%
516800	TEMPORARY PERSONNEL	3,000.00	100.00	3,100.00	3,040.70	.00	59.30	98.1%
518700	OVERTIME PAY	200.00	.00	200.00	371.90	.00	-171.90	186.0%
518900	OTHER SALARIES & WAGES	374,935.00	12,659.00	387,594.00	385,598.46	.00	1,995.54	99.5%
520100	SOCIAL SECURITY	72,543.00	.00	72,543.00	60,871.50	.00	11,671.50	83.9%
520400	STATE RETIREMENT	128,787.00	.00	128,787.00	110,909.50	.00	17,877.50	86.1%
520600	LIFE INSURANCE	574.00	.00	574.00	486.87	.00	87.13	84.8%
520700	MEDICAL INSURANCE	152,518.00	9,448.00	161,966.00	158,404.98	.00	3,561.02	97.8%
521200	EMPLOYER MEDICARE	16,967.00	.00	16,967.00	15,002.87	.00	1,964.13	88.4%
521700	RETIREMENT-HYBRID STABILI	10,283.00	.00	10,283.00	9,437.07	.00	845.93	91.8%
530200	ADVERTISING	500.00	.00	500.00	500.00	.00	.00	100.0%
532000	DUES AND MEMBERSHIPS	14,926.00	500.00	15,426.00	15,170.81	.00	255.19	98.3%
534800	POSTAL CHARGES	45,000.00	.00	45,000.00	18,760.80	.00	26,239.20	41.7%
535500	TRAVEL	4,000.00	.00	4,000.00	1,318.55	.00	2,681.45	33.0%
539900	OTHER CONTRACTED SERVICES	80,300.00	.00	80,300.00	61,834.80	.00	18,465.20	77.0%
541400	DUPLICATING SUPPLIES	45,000.00	.00	45,000.00	40,874.75	.00	4,125.25	90.8%
542200	FOOD SUPPLIES	3,060.00	.00	3,060.00	1,040.76	.00	2,019.24	34.0%
543500	OFFICE SUPPLIES	6,350.00	1,100.00	7,450.00	5,406.75	.00	2,043.25	72.6%
543700	PERIODICALS	516.00	.00	516.00	589.84	.00	-73.84	114.3%
549900	OTHER SUPPLIES AND MATERI	8,200.00	.00	8,200.00	420.94	.00	7,779.06	5.1%
552400	IN SERVICE/STAFF DEVELOPM	44,978.00	.00	44,978.00	18,436.12	.00	26,541.88	41.0%
570100	ADMINISTRATIVE EQUIPMENT	1,500.00	.00	1,500.00	1,477.56	.00	22.44	98.5%
579000	OTHER EQUIPMENT	10,871.00	.00	10,871.00	10,725.23	.00	145.77	98.7%
TOTAL DIRECTOR OF SCHOOLS		1,816,928.00	-15,472.00	1,801,456.00	1,613,565.42	.00	187,890.58	89.6%
72410 OFFICE OF THE PRINCIPAL								
510400	PRINCIPALS	4,140,627.00	55,801.00	4,196,428.00	4,195,815.45	.00	612.55	100.0%
511700	CAREER LADDER PROGRAM	23,000.00	.00	23,000.00	21,582.71	.00	1,417.29	93.8%
511900	ACCOUNTANTS/BOOKKEEPERS	1,980,829.00	.00	1,980,829.00	1,950,579.84	.00	30,249.16	98.5%
513900	ASSISTANT PRINCIPALS	5,852,029.00	149,216.00	6,001,245.00	5,812,031.61	.00	189,213.39	96.8%
516200	CLERICAL PERSONNEL	2,771,742.00	48,368.00	2,820,110.00	2,749,815.61	.00	70,294.39	97.5%
518700	OVERTIME PAY	2,000.00	3,000.00	5,000.00	1,613.43	.00	3,386.57	32.3%
520100	SOCIAL SECURITY	915,754.00	12,250.00	928,004.00	870,033.46	.00	57,970.54	93.8%
520400	STATE RETIREMENT	1,676,517.00	20,215.00	1,696,732.00	1,651,610.68	.00	45,121.32	97.3%
520600	LIFE INSURANCE	9,522.00	.00	9,522.00	9,308.76	.00	213.24	97.8%

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
520700	MEDICAL INSURANCE	2,898,936.00	.00	2,898,936.00	2,855,588.12	.00	43,347.88	98.5%
521200	EMPLOYER MEDICARE	214,168.00	2,865.00	217,033.00	203,475.69	.00	13,557.31	93.8%
521700	RETIREMENT-HYBRID STABILI	21,025.00	.00	21,025.00	22,057.83	.00	-1,032.83	104.9%
532000	DUES AND MEMBERSHIPS	9,000.00	.00	9,000.00	8,950.00	.00	50.00	99.4%
539900	OTHER CONTRACTED SERVICES	20,355.00	.00	20,355.00	20,352.80	.00	2.20	100.0%
552400	IN SERVICE/STAFF DEVELOPM	39,000.00	.00	39,000.00	38,375.00	.00	625.00	98.4%
570100	ADMINISTRATIVE EQUIPMENT	32,000.00	.00	32,000.00	11,942.00	.00	20,058.00	37.3%
TOTAL OFFICE OF THE PRINCIPAL		20,606,504.00	291,715.00	20,898,219.00	20,423,132.99	.00	475,086.01	97.7%

72510 FISCAL SERVICES

510500	SUPERVISOR/DIRECTOR	556,668.00	.00	556,668.00	532,673.72	.00	23,994.28	95.7%
511900	ACCOUNTANTS/BOOKKEEPERS	1,069,623.00	.00	1,069,623.00	1,057,659.97	.00	11,963.03	98.9%
518700	OVERTIME PAY	2,700.00	6,868.00	9,568.00	1,970.77	.00	7,597.23	20.6%
518900	OTHER SALARIES & WAGES	314,583.00	.00	314,583.00	291,372.04	.00	23,210.96	92.6%
520100	SOCIAL SECURITY	120,500.00	.00	120,500.00	110,525.07	.00	9,974.93	91.7%
520400	STATE RETIREMENT	253,233.00	.00	253,233.00	233,479.40	.00	19,753.60	92.2%
520600	LIFE INSURANCE	1,044.00	.00	1,044.00	997.90	.00	46.10	95.6%
520700	MEDICAL INSURANCE	346,638.00	4,648.00	351,286.00	332,943.59	.00	18,342.41	94.8%
521200	EMPLOYER MEDICARE	28,182.00	.00	28,182.00	25,848.53	.00	2,333.47	91.7%
521700	RETIREMENT-HYBRID STABILI	5,958.00	.00	5,958.00	7,212.06	.00	-1,254.06	121.0%
530200	ADVERTISING	210.00	.00	210.00	.00	.00	210.00	.0%
530600	BANK CHARGES	36,675.00	.00	36,675.00	9,483.74	.00	27,191.26	25.9%
532000	DUES AND MEMBERSHIPS	1,858.00	.00	1,858.00	1,555.00	.00	303.00	83.7%
533600	MAINT/REPAIR SRVCS- EQUIP	500.00	.00	500.00	.00	.00	500.00	.0%
535500	TRAVEL	2,000.00	.00	2,000.00	1,161.21	.00	838.79	58.1%
539900	OTHER CONTRACTED SERVICES	34,299.00	4,900.00	39,199.00	54,500.03	.00	-15,301.03	139.0%
542200	FOOD SUPPLIES	180.00	.00	180.00	72.29	.00	107.71	40.2%
543500	OFFICE SUPPLIES	17,700.00	.00	17,700.00	13,238.48	.00	4,461.52	74.8%
552400	IN SERVICE/STAFF DEVELOPM	33,696.00	.00	33,696.00	8,889.31	.00	24,806.69	26.4%
570100	ADMINISTRATIVE EQUIPMENT	5,300.00	.00	5,300.00	4,692.44	.00	607.56	88.5%
579000	OTHER EQUIPMENT	500.00	.00	500.00	474.39	.00	25.61	94.9%
TOTAL FISCAL SERVICES		2,832,047.00	16,416.00	2,848,463.00	2,688,749.94	.00	159,713.06	94.4%

72520 HUMAN RESOURCES

510500	SUPERVISOR/DIRECTOR	587,308.00	.00	587,308.00	554,255.68	.00	33,052.32	94.4%
516100	SECRETARY(S)	758,845.00	2,538.00	761,383.00	750,647.35	.00	10,735.65	98.6%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 11
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
518700	OVERTIME PAY	6,000.00	100.00	6,100.00	3,358.91	.00	2,741.09	55.1%
518900	OTHER SALARIES & WAGES	60,000.00	245,717.00	305,717.00	45,497.46	.00	260,219.54	14.9%
519900	OTHER PER DIEM & FEES	567,000.00	-12,562.00	554,438.00	553,021.60	.00	1,416.40	99.7%
520100	SOCIAL SECURITY	122,707.00	-806.00	121,901.00	112,712.77	.00	9,188.23	92.5%
520400	STATE RETIREMENT	245,588.00	-1,382.00	244,206.00	217,293.19	.00	26,912.81	89.0%
520600	LIFE INSURANCE	732.00	.00	732.00	725.10	.00	6.90	99.1%
520700	MEDICAL INSURANCE	276,418.00	.00	276,418.00	240,144.30	.00	36,273.70	86.9%
521200	EMPLOYER MEDICARE	28,698.00	-189.00	28,509.00	26,599.45	.00	1,909.55	93.3%
521700	RETIREMENT-HYBRID STABILI	3,184.00	.00	3,184.00	9,057.43	.00	-5,873.43	284.5%
530200	ADVERTISING	6,000.00	.00	6,000.00	2,526.72	.00	3,473.28	42.1%
532000	DUES AND MEMBERSHIPS	2,930.00	.00	2,930.00	1,867.50	.00	1,062.50	63.7%
535500	TRAVEL	29,700.00	.00	29,700.00	7,683.68	.00	22,016.32	25.9%
539900	OTHER CONTRACTED SERVICES	78,400.00	15,000.00	93,400.00	47,384.54	.00	46,015.46	50.7%
542200	FOOD SUPPLIES	200.00	.00	200.00	609.47	.00	-409.47	304.7%
543500	OFFICE SUPPLIES	15,000.00	.00	15,000.00	5,394.38	.00	9,605.62	36.0%
549900	OTHER SUPPLIES AND MATERI	30,000.00	.00	30,000.00	64,521.50	.00	-34,521.50	215.1%
552400	IN SERVICE/STAFF DEVELOPM	33,650.00	.00	33,650.00	17,599.12	.00	16,050.88	52.3%
570100	ADMINISTRATIVE EQUIPMENT	800.00	.00	800.00	785.46	.00	14.54	98.2%
579000	OTHER EQUIPMENT	180,000.00	.00	180,000.00	129,358.68	.00	50,641.32	71.9%
TOTAL HUMAN RESOURCES		3,033,160.00	248,416.00	3,281,576.00	2,791,044.29	.00	490,531.71	85.1%
72610 OPERATION OF PLANT								
510500	SUPERVISOR/DIRECTOR	384,546.00	.00	384,546.00	363,404.62	.00	21,141.38	94.5%
514000	SALARY SUPPLEMENTS	40,154.00	.00	40,154.00	34,999.88	.00	5,154.12	87.2%
514100	FOREMEN	102,386.00	.00	102,386.00	87,846.79	.00	14,539.21	85.8%
516100	SECRETARY(S)	37,335.00	.00	37,335.00	36,057.60	.00	1,277.40	96.6%
516600	CUSTODIAL PERSONNEL	5,512,959.00	.00	5,512,959.00	5,293,718.73	.00	219,240.27	96.0%
516800	TEMPORARY PERSONNEL	7,800.00	15,000.00	22,800.00	12,784.62	.00	10,015.38	56.1%
518700	OVERTIME PAY	10,000.00	20,000.00	30,000.00	33,363.84	.00	-3,363.84	111.2%
518900	OTHER SALARIES & WAGES	333,701.00	.00	333,701.00	267,491.56	.00	66,209.44	80.2%
520100	SOCIAL SECURITY	398,592.00	.00	398,592.00	355,213.72	.00	43,378.28	89.1%
520400	STATE RETIREMENT	771,022.00	.00	771,022.00	707,514.61	.00	63,507.39	91.8%
520600	LIFE INSURANCE	6,817.00	.00	6,817.00	6,205.73	.00	611.27	91.0%
520700	MEDICAL INSURANCE	1,838,007.00	.00	1,838,007.00	1,688,594.33	.00	149,412.67	91.9%
521200	EMPLOYER MEDICARE	93,217.00	.00	93,217.00	83,060.02	.00	10,156.98	89.1%
521700	RETIREMENT-HYBRID STABILI	42,881.00	.00	42,881.00	38,864.99	.00	4,016.01	90.6%
532000	DUES AND MEMBERSHIPS	150.00	.00	150.00	.00	.00	150.00	.0%
532200	EVALUATION AND TESTING	20,000.00	.00	20,000.00	12,376.50	.00	7,623.50	61.9%
532900	LAUNDRY SERVICE	54,800.00	8,000.00	62,800.00	48,549.52	.00	14,250.48	77.3%
533300	LICENSES	12,000.00	.00	12,000.00	2,921.25	.00	9,078.75	24.3%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 12
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
535500	TRAVEL	500.00	.00	500.00	.00	.00	500.00	.0%
535900	GARBAGE DISPOSAL FEES	130,000.00	.00	130,000.00	79,112.15	.00	50,887.85	60.9%
539900	OTHER CONTRACTED SERVICES	530,000.00	250,000.00	780,000.00	600,053.00	.00	179,947.00	76.9%
541000	CUSTODIAL SUPPLIES	385,494.00	2,594.00	388,088.00	380,180.85	.00	7,907.15	98.0%
541500	ELECTRICITY	5,929,320.00	.00	5,929,320.00	5,316,023.19	.00	613,296.81	89.7%
542000	FERTILIZER, LIME, AND SEE	76,260.00	.00	76,260.00	70,000.00	.00	6,260.00	91.8%
542200	FOOD SUPPLIES	898.00	.00	898.00	456.51	.00	441.49	50.8%
542300	FUEL OIL	20,000.00	.00	20,000.00	.00	.00	20,000.00	.0%
542500	GASOLINE	10,000.00	.00	10,000.00	8,911.26	.00	1,088.74	89.1%
543400	NATURAL GAS	596,200.00	.00	596,200.00	249,275.12	.00	346,924.88	41.8%
543500	OFFICE SUPPLIES	8,000.00	.00	8,000.00	2,684.99	.00	5,315.01	33.6%
545400	WATER AND SEWER	798,480.00	.00	798,480.00	723,690.74	.00	74,789.26	90.6%
545600	GRAVEL AND CHERT	35,000.00	.00	35,000.00	14,032.20	.00	20,967.80	40.1%
549900	OTHER SUPPLIES AND MATERI	41,300.00	.00	41,300.00	2,439.82	.00	38,860.18	5.9%
550200	BUILDING AND CONTENTS INS	481,142.00	-7,048.00	474,094.00	474,094.00	.00	.00	100.0%
552400	IN SERVICE/STAFF DEVELOPM	5,900.00	.00	5,900.00	150.71	.00	5,749.29	2.6%
571100	FURNITURE AND FIXTURES	600,000.00	100,000.00	700,000.00	344,249.03	.00	355,750.97	49.2%
572000	PLANT OPERATION EQUIPMENT	69,000.00	.00	69,000.00	31,653.26	.00	37,346.74	45.9%
579000	OTHER EQUIPMENT	.00	100,000.00	100,000.00	24,485.53	.00	75,514.47	24.5%
TOTAL OPERATION OF PLANT		19,383,861.00	488,546.00	19,872,407.00	17,394,460.67	.00	2,477,946.33	87.5%

72620 MAINTENANCE OF PLANT

510500	SUPERVISOR/DIRECTOR	89,185.00	1.00	89,186.00	89,185.00	.00	1.00	100.0%
514100	FOREMEN	77,992.00	.00	77,992.00	77,991.98	.00	.02	100.0%
516100	SECRETARY(S)	86,634.00	.00	86,634.00	86,632.04	.00	1.96	100.0%
516700	MAINTENANCE PERSONNEL	2,749,514.00	.00	2,749,514.00	2,696,562.92	.00	52,951.08	98.1%
516800	TEMPORARY PERSONNEL	23,223.00	.00	23,223.00	4,000.00	.00	19,223.00	17.2%
518700	OVERTIME PAY	4,000.00	.00	4,000.00	179.62	.00	3,820.38	4.5%
520100	SOCIAL SECURITY	187,893.00	.00	187,893.00	171,873.49	.00	16,019.51	91.5%
520400	STATE RETIREMENT	374,609.00	.00	374,609.00	364,399.80	.00	10,209.20	97.3%
520600	LIFE INSURANCE	2,115.00	.00	2,115.00	2,058.84	.00	56.16	97.3%
520700	MEDICAL INSURANCE	737,096.00	.00	737,096.00	720,866.66	.00	16,229.34	97.8%
521200	EMPLOYER MEDICARE	43,943.00	.00	43,943.00	40,196.24	.00	3,746.76	91.5%
521700	RETIREMENT-HYBRID STABILI	16,035.00	.00	16,035.00	12,836.13	.00	3,198.87	80.1%
530700	COMMUNICATION	586,837.00	.00	586,837.00	547,761.52	.00	39,075.48	93.3%
532000	DUES AND MEMBERSHIPS	500.00	.00	500.00	135.00	.00	365.00	27.0%
532900	LAUNDRY SERVICE	12,300.00	5,000.00	17,300.00	12,306.68	.00	4,993.32	71.1%
533500	REPAIR SERVICES-BUILDINGS	50,000.00	.00	50,000.00	2,167.00	.00	47,833.00	4.3%
533600	MAINT/REPAIR SRVCS- EQUIP	278,500.00	.00	278,500.00	210,441.48	.00	68,058.52	75.6%
533800	MAINT/REPAIR SRVCS- VEHIC	10,000.00	.00	10,000.00	9,118.30	.00	881.70	91.2%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 13
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
535100	RENTALS	4,200.00	.00	4,200.00	1,643.64	.00	2,556.36	39.1%
539900	OTHER CONTRACTED SERVICES	1,001,390.00	-41,611.00	959,779.00	313,889.36	.00	645,889.64	32.7%
542200	FOOD SUPPLIES	288.00	.00	288.00	229.64	.00	58.36	79.7%
542500	GASOLINE	175,000.00	.00	175,000.00	128,042.81	.00	46,957.19	73.2%
543300	LUBRICANTS	3,500.00	.00	3,500.00	.00	.00	3,500.00	.0%
543500	OFFICE SUPPLIES	3,000.00	.00	3,000.00	2,672.86	.00	327.14	89.1%
545000	TIRES AND TUBES	18,000.00	.00	18,000.00	148.33	.00	17,851.67	.8%
545300	VEHICLE PARTS	60,000.00	.00	60,000.00	1,981.35	.00	58,018.65	3.3%
546800	CHEMICALS	50,000.00	.00	50,000.00	50,283.02	.00	-283.02	100.6%
549900	OTHER SUPPLIES AND MATERI	971,500.00	.00	971,500.00	842,614.31	.00	128,885.69	86.7%
551100	VEHICLE AND EQUIP INSURAN	66,166.00	-7,083.00	59,083.00	59,083.00	.00	.00	100.0%
552400	IN SERVICE/STAFF DEVELOPM	10,000.00	.00	10,000.00	7,179.56	.00	2,820.44	71.8%
570800	COMMUNICATION EQUIPMENT	3,000.00	.00	3,000.00	2,300.03	.00	699.97	76.7%
571700	MAINTENANCE EQUIPMENT	236,500.00	41,611.00	278,111.00	274,666.02	.00	3,444.98	98.8%
TOTAL MAINTENANCE OF PLANT		7,932,920.00	-2,082.00	7,930,838.00	6,733,446.63	.00	1,197,391.37	84.9%
73400 EARLY CHILDHOOD EDUCATION								
511600	TEACHERS	1,098,637.00	115,228.00	1,213,865.00	1,009,422.78	.00	204,442.22	83.2%
516300	EDUCATIONAL ASSISTANTS	480,569.00	35,301.00	515,870.00	385,138.37	.00	130,731.63	74.7%
516800	TEMPORARY PERSONNEL	.00	11,078.00	11,078.00	11,942.50	.00	-864.50	107.8%
518700	OVERTIME PAY	450.00	.00	450.00	.00	.00	450.00	.0%
518900	OTHER SALARIES & WAGES	207,528.00	.00	207,528.00	190,826.99	.00	16,701.01	92.0%
519500	SUBSTITUTE TEACHERS CERTI	28,400.00	.00	28,400.00	1,278.87	.00	27,121.13	4.5%
519800	SUB TEACHERS NON-CERTIFIE	24,300.00	.00	24,300.00	8,140.08	.00	16,159.92	33.5%
520100	SOCIAL SECURITY	114,074.00	9,333.00	123,407.00	93,621.08	.00	29,785.92	75.9%
520400	STATE RETIREMENT	183,953.00	16,350.00	200,303.00	162,321.81	.00	37,981.19	81.0%
520600	LIFE INSURANCE	1,931.00	149.00	2,080.00	1,597.44	.00	482.56	76.8%
520700	MEDICAL INSURANCE	453,710.00	21,834.00	475,544.00	384,939.96	.00	90,604.04	80.9%
521200	EMPLOYER MEDICARE	26,680.00	2,183.00	28,863.00	21,910.62	.00	6,952.38	75.9%
521700	RETIREMENT-HYBRID STABILI	10,343.00	.00	10,343.00	9,073.02	.00	1,269.98	87.7%
535500	TRAVEL	1,000.00	.00	1,000.00	514.93	.00	485.07	51.5%
539900	OTHER CONTRACTED SERVICES	.00	.00	.00	345.45	.00	-345.45	100.0%
542900	INSTRUCTIONAL SUPP & MATE	15,000.00	7,500.00	22,500.00	11,093.61	.00	11,406.39	49.3%
552400	IN SERVICE/STAFF DEVELOPM	6,000.00	.00	6,000.00	4,655.58	.00	1,344.42	77.6%
572200	REGULAR INSTRUCTION EQUIP	.00	12,500.00	12,500.00	11,336.16	.00	1,163.84	90.7%
TOTAL EARLY CHILDHOOD EDUCATIO		2,652,575.00	231,456.00	2,884,031.00	2,308,159.25	.00	575,871.75	80.0%

82130 PRINCIPAL ON NOTES

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 14
glytdbud

FOR 2020 13

ACCOUNTS FOR: 141	GENERAL PURPOSE SCHOOL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
561000	PRINCIPAL ON LEASE	5,820,435.00	420,706.00	6,241,141.00	6,241,140.68	.00	.32	100.0%
	TOTAL PRINCIPAL ON NOTES	5,820,435.00	420,706.00	6,241,141.00	6,241,140.68	.00	.32	100.0%
<u>82230 INTEREST ON NOTES</u>								
560400	INTEREST ON NOTES	24,375.00	.00	24,375.00	.00	.00	24,375.00	.0%
561100	INTEREST ON LEASE	369,789.00	-215,706.00	154,083.00	154,082.17	.00	.83	100.0%
	TOTAL INTEREST ON NOTES	394,164.00	-215,706.00	178,458.00	154,082.17	.00	24,375.83	86.3%
<u>99100 TRANSFERS OUT</u>								
562000	DEBT SRVC CONTRIB TO PRIM	531,456.00	.00	531,456.00	531,455.76	.00	.24	100.0%
	TOTAL TRANSFERS OUT	531,456.00	.00	531,456.00	531,455.76	.00	.24	100.0%
	TOTAL GENERAL PURPOSE SCHOOL	315,161,261.00	4,763,319.00	319,924,580.00	303,910,849.56	.00	16,013,730.44	95.0%

**Federal Projects Fund
Balance Sheet
For the Period Ending
June 30, 2020**

Assets

Current Assets:

Cash on Deposit w/Trustee	1,852,098.62
Accounts Receivable	169.19
Due From Other Governments	1,774,704.01
Due From Other Funds	19,178.84

TOTAL ASSETS

3,646,150.66

Liabilities and Equity

Liabilities:

Accounts Payable	470,283.39
Accrued Payroll	598,546.49
Payroll Deductions	317,952.87
Due to Other Funds	661,109.11
Due to Primary Government	-

Total Liabilities

2,047,891.86

Equity:

Reserve for Encumbrances - Prior Year	-
Restricted for Education	598,258.80
Committed for Education	1,000,000.00

Total Equity

1,598,258.80

TOTAL LIABILITIES AND EQUITY

3,646,150.66

**Federal Projects Fund
Cash Reconciliation
June 30, 2020**

Cash on Deposit with Trustee	1,485,577.07	
Plus Receipts for Month	<u>2,227,230.60</u>	
Total Available Funds		3,712,807.67
Less Cash Disbursements:		
Warrants Issued	(1,027,055.12)	
Wire Transfers	<u>(835,717.36)</u>	
Total Cash Disbursements		(1,862,772.48)
Plus Voided Checks	<u>2,063.43</u>	
Book Balance		1,852,098.62
Plus Outstanding Warrants		77,336.85
Plus Wire Transfers in Transit		-
Plus Adjustments Between Funds		<u>-</u>
Trustee's Report Balance		<u><u>1,929,435.47</u></u>

08/28/2020 13:20
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 REVENUE

P 3
glytdbud

FOR 2020 13

ACCOUNTS FOR: 142 SCHOOL FEDERAL PROJECTS	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
00000 NON CHARGE						
46590 OTHER STATE EDUCATION FUND	2,017,956.00	-1,862,956.00	155,000.00	149,085.59	5,914.41	96.2%
46981 SAFE SCHOOLS	.00	1,710,138.53	1,710,138.53	1,069,609.06	640,529.47	62.5%
47131 VOCAT ED-BASIC GRANTS TO S	476,229.00	209,755.14	685,984.14	609,849.02	76,135.12	88.9%
47141 ESEA TITLE I	7,986,268.00	559,317.60	8,545,585.60	7,102,898.93	1,442,686.67	83.1%
47143 EDUCATION OF THE HANDICAPP	6,801,528.00	63,056.29	6,864,584.29	6,601,070.68	263,513.61	96.2%
47145 SPECIAL ED PRESCHOOL GRANT	114,737.00	6,938.38	121,675.38	70,454.37	51,221.01	57.9%
47146 ENGLISH LANGUAGE ACQUISIIIT	119,020.00	14.65	119,034.65	107,294.79	11,739.86	90.1%
47149 EDUCATION FOR HOMELESS	65,000.00	47,186.92	112,186.92	87,395.76	24,791.16	77.9%
47189 EISENHOWER PROFESS DEVGRAN	1,138,261.00	95,607.15	1,233,868.15	999,653.93	234,214.22	81.0%
47590 OTHER FEDERAL THROUGH STAT	750,666.00	-18,996.34	731,669.66	605,851.73	125,817.93	82.8%
47990 OTHER DIRECT FEDERAL	1,793,187.00	33,002.88	1,826,189.88	1,466,117.17	360,072.71	80.3%
49800 OPERATING TRANSFERS	1,000,000.00	.00	1,000,000.00	.00	1,000,000.00	.0%
TOTAL NON CHARGE	22,262,852.00	843,065.20	23,105,917.20	18,869,281.03	4,236,636.17	81.7%
TOTAL SCHOOL FEDERAL PROJECTS	22,262,852.00	843,065.20	23,105,917.20	18,869,281.03	4,236,636.17	81.7%

FOR 2020 13

ACCOUNTS FOR: 142 SCHOOL FEDERAL PROJECTS	ORIGINAL APPROX	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
71100 REGULAR INSTRUCTION PROGRAM							
511600 TEACHERS	1,697,726.00	-23,551.00	1,674,175.00	1,565,163.75	.00	109,011.25	93.5%
514000 SALARY SUPPLEMENTS	728,700.00	146,188.73	874,888.73	535,566.00	.00	339,322.73	61.2%
516300 EDUCATIONAL ASSISTANTS	473,637.00	250,701.75	724,338.75	650,532.58	.00	73,806.17	89.8%
518700 OVERTIME PAY	.00	47.25	47.25	47.25	.00	.00	100.0%
518900 OTHER SALARIES & WAGES	47,500.00	80,534.67	128,034.67	90,663.91	.00	37,370.76	70.8%
519500 SUBSTITUTE TEACHERS CERTI	107,500.00	-33,683.37	73,816.63	48,779.86	.00	25,036.77	66.1%
519800 SUB TEACHERS NON-CERTIFIE	158,500.00	-2,179.80	156,320.20	140,597.50	.00	15,722.70	89.9%
520100 SOCIAL SECURITY	199,240.00	38,109.50	237,349.50	179,079.53	.00	58,269.97	75.4%
520400 STATE RETIREMENT	341,196.00	72,061.53	413,257.53	267,642.64	.00	145,614.89	64.8%
520600 LIFE INSURANCE	2,222.00	256.00	2,478.00	2,231.96	.00	246.04	90.1%
520700 MEDICAL INSURANCE	463,924.00	59,006.24	522,930.24	480,397.47	.00	42,532.77	91.9%
521200 EMPLOYER MEDICARE	46,598.00	8,478.19	55,076.19	42,225.44	.00	12,850.75	76.7%
539900 OTHER CONTRACTED SERVICES	5,200.00	6,167.94	11,367.94	4,881.99	.00	6,485.95	42.9%
542900 INSTRUCTIONAL SUPP & MATE	419,300.00	27,259.11	446,559.11	273,793.63	.00	172,765.48	61.3%
544900 TEXTBOOKS - BOUND	15,000.00	.00	15,000.00	2,204.30	.00	12,795.70	14.7%
547100 SOFTWARE	.00	24,297.00	24,297.00	19,977.00	.00	4,320.00	82.2%
549900 OTHER SUPPLIES AND MATERI	20,000.00	.00	20,000.00	.00	.00	20,000.00	.0%
559900 OTHER CHARGES	.00	500.00	500.00	.00	.00	500.00	.0%
572200 REGULAR INSTRUCTION EQUIP	66,000.00	-11,320.30	54,679.70	44,064.24	.00	10,615.46	80.6%
TOTAL REGULAR INSTRUCTION PROG	4,792,243.00	642,873.44	5,435,116.44	4,347,849.05	.00	1,087,267.39	80.0%
71200 SPECIAL EDUCATION PROGRAM							
511600 TEACHERS	254,281.00	25,571.00	279,852.00	253,378.37	.00	26,473.63	90.5%
516300 EDUCATIONAL ASSISTANTS	2,073,911.00	-570,392.35	1,503,518.65	1,483,302.19	.00	20,216.46	98.7%
517100 SPEECH THERAPISTS	64,781.00	5,005.00	69,786.00	64,785.03	.00	5,000.97	92.8%
518700 OVERTIME PAY	.00	185.28	185.28	185.28	.00	.00	100.0%
518900 OTHER SALARIES & WAGES	.00	2,000.00	2,000.00	.00	.00	2,000.00	.0%
519500 SUBSTITUTE TEACHERS CERTI	26,500.00	-22,597.50	3,902.50	732.50	.00	3,170.00	18.8%
519800 SUB TEACHERS NON-CERTIFIE	21,300.00	-16,685.96	4,614.04	1,444.04	.00	3,170.00	31.3%
520100 SOCIAL SECURITY	151,328.00	-33,199.92	118,128.08	101,649.92	.00	16,478.16	86.1%
520400 STATE RETIREMENT	300,621.00	-76,295.77	224,325.23	182,794.87	.00	41,530.36	81.5%
520600 LIFE INSURANCE	3,844.00	-712.00	3,132.00	2,763.39	.00	368.61	88.2%
520700 MEDICAL INSURANCE	598,327.00	-64,613.00	533,714.00	494,590.74	.00	39,123.26	92.7%
521200 EMPLOYER MEDICARE	35,392.00	-6,874.07	28,517.93	23,780.89	.00	4,737.04	83.4%
531200 CONTRACTS W/ PRIVATE AGEN	5,000.00	117,268.00	122,268.00	95,796.05	.00	26,471.95	78.3%
539900 OTHER CONTRACTED SERVICES	12,000.00	12,860.70	24,860.70	22,057.45	.00	2,803.25	88.7%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 16
glytdbud

FOR 2020 13

ACCOUNTS FOR: 142 SCHOOL FEDERAL PROJECTS	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
542900 INSTRUCTIONAL SUPP & MATE	41,618.00	173.58	41,791.58	33,936.27	.00	7,855.31	81.2%
549900 OTHER SUPPLIES AND MATERI	35,393.00	-6,623.14	28,769.86	20,601.50	.00	8,168.36	71.6%
559900 OTHER CHARGES	3,000.00	333.25	3,333.25	2,468.73	.00	864.52	74.1%
572500 SPECIAL EDUCATION EQUIPME	10,000.00	12,222.88	22,222.88	10,782.66	.00	11,440.22	48.5%
TOTAL SPECIAL EDUCATION PROGRA	3,637,296.00	-622,374.02	3,014,921.98	2,795,049.88	.00	219,872.10	92.7%
<u>71300 VOCATIONAL EDUCATION PROGRAM</u>							
518900 OTHER SALARIES & WAGES	.00	10,000.00	10,000.00	.00	.00	10,000.00	.0%
533600 MAINT/REPAIR SRVCS- EQUIP	750.00	-403.20	346.80	346.80	.00	.00	100.0%
542900 INSTRUCTIONAL SUPP & MATE	20,000.00	-1,845.47	18,154.53	17,475.92	.00	678.61	96.3%
549900 OTHER SUPPLIES AND MATERI	.00	36,004.30	36,004.30	15,215.66	.00	20,788.64	42.3%
559900 OTHER CHARGES	.00	2,000.00	2,000.00	2,000.00	.00	.00	100.0%
573000 VOCATIONAL INSTRUCTION EQ	238,483.00	34,794.90	273,277.90	270,252.91	.00	3,024.99	98.9%
TOTAL VOCATIONAL EDUCATION PRO	259,233.00	80,550.53	339,783.53	305,291.29	.00	34,492.24	89.8%
<u>72120 HEALTH SERVICES</u>							
510500 SUPERVISOR/DIRECTOR	56,953.00	-3,141.00	53,812.00	51,467.66	.00	2,344.34	95.6%
518900 OTHER SALARIES & WAGES	.00	2,191.00	2,191.00	2,190.92	.00	.08	100.0%
520100 SOCIAL SECURITY	3,531.00	.00	3,531.00	3,046.64	.00	484.36	86.3%
520400 STATE RETIREMENT	7,324.00	100.00	7,424.00	7,423.25	.00	.75	100.0%
520600 LIFE INSURANCE	32.00	.00	32.00	29.64	.00	2.36	92.6%
520700 MEDICAL INSURANCE	16,626.00	.00	16,626.00	14,911.65	.00	1,714.35	89.7%
521200 EMPLOYER MEDICARE	826.00	.00	826.00	712.53	.00	113.47	86.3%
535500 TRAVEL	500.00	.00	500.00	170.13	.00	329.87	34.0%
549900 OTHER SUPPLIES AND MATERI	1,000.00	.00	1,000.00	771.39	.00	228.61	77.1%
552400 IN SERVICE/STAFF DEVELOPM	4,800.00	-950.00	3,850.00	3,847.14	.00	2.86	99.9%
559900 OTHER CHARGES	2,000.00	-1,000.00	1,000.00	50.00	.00	950.00	5.0%
573500 HEALTH EQUIPMENT	61,408.00	2,800.00	64,208.00	64,464.64	.00	-256.64	100.4%
TOTAL HEALTH SERVICES	155,000.00	.00	155,000.00	149,085.59	.00	5,914.41	96.2%
<u>72130 OTHER STUDENT SUPPORT</u>							
512300 GUIDANCE PERSONNEL	71,114.00	41,059.00	112,173.00	112,172.25	.00	.75	100.0%

FOR 2020 13

ACCOUNTS FOR: 142 SCHOOL FEDERAL PROJECTS	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
513000 SOCIAL WORKERS	45,665.00	1,341.00	47,006.00	47,006.04	.00	-.04	100.0%
516200 CLERICAL PERSONNEL	22,906.00	.00	22,906.00	18,260.95	.00	4,645.05	79.7%
518900 OTHER SALARIES & WAGES	29,949.00	146,758.66	176,707.66	153,975.46	.00	22,732.20	87.1%
520100 SOCIAL SECURITY	14,178.00	7,850.93	22,028.93	19,407.75	.00	2,621.18	88.1%
520400 STATE RETIREMENT	25,287.00	18,483.30	43,770.30	32,142.81	.00	11,627.49	73.4%
520600 LIFE INSURANCE	159.00	119.00	278.00	227.18	.00	50.82	81.7%
520700 MEDICAL INSURANCE	37,305.00	30,753.34	68,058.34	61,108.32	.00	6,950.02	89.8%
521200 EMPLOYER MEDICARE	3,316.00	1,835.93	5,151.93	4,538.88	.00	613.05	88.1%
530700 COMMUNICATION	700.00	800.00	1,500.00	1,394.22	.00	105.78	92.9%
530900 CONTRACTS W/ GOV AGENCIES	90,000.00	-90,000.00	.00	.00	.00	.00	.0%
531600 CONTRIBUTIONS	.00	133,672.00	133,672.00	85,293.32	.00	48,378.68	63.8%
535500 TRAVEL	1,000.00	7,633.95	8,633.95	6,485.18	.00	2,148.77	75.1%
539900 OTHER CONTRACTED SERVICES	24,000.00	119,454.77	143,454.77	111,936.83	.00	31,517.94	78.0%
549900 OTHER SUPPLIES AND MATERI	36,500.00	51,355.42	87,855.42	31,456.61	.00	56,398.81	35.8%
552400 IN SERVICE/STAFF DEVELOPM	45,300.00	11,374.87	56,674.87	35,358.53	.00	21,316.34	62.4%
559900 OTHER CHARGES	76,445.00	-10,393.16	66,051.84	16,931.67	.00	49,120.17	25.6%
579000 OTHER EQUIPMENT	.00	30,000.00	30,000.00	.00	.00	30,000.00	.0%
TOTAL OTHER STUDENT SUPPORT	523,824.00	502,099.01	1,025,923.01	737,696.00	.00	288,227.01	71.9%

72210 REGULAR INSTRUCTION SUPPORT

510500 SUPERVISOR/DIRECTOR	224,836.00	32,363.02	257,199.02	249,186.62	.00	8,012.40	96.9%
514000 SALARY SUPPLEMENTS	.00	338,193.62	338,193.62	63,360.00	.00	274,833.62	18.7%
516100 SECRETARY(S)	19,684.00	69.00	19,753.00	19,751.67	.00	1.33	100.0%
516800 TEMPORARY PERSONNEL	.00	13,200.00	13,200.00	1,982.50	.00	11,217.50	15.0%
518900 OTHER SALARIES & WAGES	2,822,152.00	844,882.02	3,667,034.02	3,116,275.87	.00	550,758.15	85.0%
520100 SOCIAL SECURITY	190,133.00	76,660.71	266,793.71	206,408.35	.00	60,385.36	77.4%
520400 STATE RETIREMENT	326,425.00	118,538.60	444,963.60	357,062.75	.00	87,900.85	80.2%
520600 LIFE INSURANCE	2,066.00	239.00	2,305.00	2,100.25	.00	204.75	91.1%
520700 MEDICAL INSURANCE	501,276.00	65,758.47	567,034.47	543,984.33	.00	23,050.14	95.9%
521200 EMPLOYER MEDICARE	44,467.00	19,143.98	63,610.98	48,298.95	.00	15,312.03	75.9%
530700 COMMUNICATION	3,186.00	1,746.77	4,932.77	1,746.73	.00	3,186.04	35.4%
530800 CONSULTANTS	53,000.00	-30,167.62	22,832.38	20,227.60	.00	2,604.78	88.6%
531600 CONTRIBUTIONS	.00	420,000.00	420,000.00	279,495.09	.00	140,504.91	66.5%
534800 POSTAL CHARGES	.00	1.00	1.00	.00	.00	1.00	.0%
535500 TRAVEL	63,079.00	-59,079.00	4,000.00	359.79	.00	3,640.21	9.0%
539900 OTHER CONTRACTED SERVICES	1,131,649.00	-580,832.22	550,816.78	257,122.23	.00	293,694.55	46.7%
543200 LIBRARY BOOKS/MEDIA	10,000.00	5,000.00	15,000.00	4,896.01	.00	10,103.99	32.6%
543700 PERIODICALS	536.00	64.00	600.00	.00	.00	600.00	.0%
549900 OTHER SUPPLIES AND MATERI	51,562.00	40,646.89	92,208.89	62,816.62	.00	29,392.27	68.1%
552400 IN SERVICE/STAFF DEVELOPM	367,642.00	-43,030.96	324,611.04	103,813.99	.00	220,797.05	32.0%

FOR 2020 13

ACCOUNTS FOR: 142 SCHOOL FEDERAL PROJECTS	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
559900 OTHER CHARGES	1,726,782.00	-1,726,502.00	280.00	280.00	.00	.00	100.0%
579000 OTHER EQUIPMENT	552,530.00	-291,849.97	260,680.03	76,938.59	.00	183,741.44	29.5%
TOTAL REGULAR INSTRUCTION SUPP	8,091,005.00	-754,954.69	7,336,050.31	5,416,107.94	.00	1,919,942.37	73.8%
72220 SPECIAL EDUCATION SUPPORT							
512400 PSYCHOLOGICAL PERSONNEL	546,537.00	1,184.00	547,721.00	547,718.68	.00	2.32	100.0%
513100 MEDICAL PERSONNEL	.00	103,310.00	103,310.00	98,347.25	.00	4,962.75	95.2%
516100 SECRETARY(S)	50,684.00	8.00	50,692.00	50,689.64	.00	2.36	100.0%
518900 OTHER SALARIES & WAGES	666,794.00	-131,941.00	534,853.00	517,908.97	.00	16,944.03	96.8%
520100 SOCIAL SECURITY	78,369.00	-5,248.00	73,121.00	71,623.32	.00	1,497.68	98.0%
520400 STATE RETIREMENT	135,944.00	-12,589.00	123,355.00	121,330.29	.00	2,024.71	98.4%
520600 LIFE INSURANCE	777.00	9.69	786.69	691.30	.00	95.39	87.9%
520700 MEDICAL INSURANCE	193,055.00	44,572.00	237,627.00	209,958.94	.00	27,668.06	88.4%
521200 EMPLOYER MEDICARE	18,328.00	-1,292.00	17,036.00	16,750.64	.00	285.36	98.3%
531200 CONTRACTS W/ PRIVATE AGEN	.00	1,624.75	1,624.75	.00	.00	1,624.75	.0%
534800 POSTAL CHARGES	100.00	.00	100.00	.00	.00	100.00	.0%
535500 TRAVEL	3,200.00	-1,200.00	2,000.00	868.47	.00	1,131.53	43.4%
539900 OTHER CONTRACTED SERVICES	1,000.00	-1,000.00	.00	.00	.00	.00	.0%
549900 OTHER SUPPLIES AND MATERI	12,050.00	19,645.67	31,695.67	12,282.16	.00	19,413.51	38.8%
552400 IN SERVICE/STAFF DEVELOPM	5,000.00	17,447.00	22,447.00	15,160.30	.00	7,286.70	67.5%
559900 OTHER CHARGES	1,000.00	.00	1,000.00	672.35	.00	327.65	67.2%
TOTAL SPECIAL EDUCATION SUPPOR	1,712,838.00	34,531.11	1,747,369.11	1,664,002.31	.00	83,366.80	95.2%
72230 VOCATIONAL EDUCATION SUPPORT							
535500 TRAVEL	200.00	28,540.03	28,740.03	20,306.20	.00	8,433.83	70.7%
539900 OTHER CONTRACTED SERVICES	.00	10,000.00	10,000.00	.00	.00	10,000.00	.0%
552400 IN SERVICE/STAFF DEVELOPM	4,500.00	7,087.86	11,587.86	10,572.86	.00	1,015.00	91.2%
TOTAL VOCATIONAL EDUCATION SUP	4,700.00	45,627.89	50,327.89	30,879.06	.00	19,448.83	61.4%
72620 MAINTENANCE OF PLANT							
539900 OTHER CONTRACTED SERVICES	.00	173,000.00	173,000.00	155,268.15	.00	17,731.85	89.8%
579000 OTHER EQUIPMENT	.00	212,949.99	212,949.99	209,883.94	.00	3,066.05	98.6%
TOTAL MAINTENANCE OF PLANT	.00	385,949.99	385,949.99	365,152.09	.00	20,797.90	94.6%

FOR 2020 13

ACCOUNTS FOR: 142 SCHOOL FEDERAL PROJECTS	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>72710 TRANSPORTATION</u>							
514600 BUS DRIVERS	724,546.00	4,703.38	729,249.38	680,514.92	.00	48,734.46	93.3%
518900 OTHER SALARIES & WAGES	524,336.00	.00	524,336.00	524,336.00	.00	.00	100.0%
520100 SOCIAL SECURITY	44,922.00	291.88	45,213.88	42,146.93	.00	3,066.95	93.2%
520400 STATE RETIREMENT	93,176.00	1,500.04	94,676.04	86,904.43	.00	7,771.61	91.8%
521200 EMPLOYER MEDICARE	1,167.00	69.20	1,236.20	518.25	.00	717.95	41.9%
531300 CONTRACTS W/ PARENTS	2,000.00	-2,000.00	.00	.00	.00	.00	.0%
539900 OTHER CONTRACTED SERVICES	7,500.00	-225.26	7,274.74	3,465.26	.00	3,809.48	47.6%
559900 OTHER CHARGES	4,000.00	-400.00	3,600.00	1,002.55	.00	2,597.45	27.8%
TOTAL TRANSPORTATION	1,401,647.00	3,939.24	1,405,586.24	1,338,888.34	.00	66,697.90	95.3%
<u>99100 TRANSFERS OUT</u>							
550400 INDIRECT COST	685,066.00	-17,077.03	667,988.97	579,120.95	.00	88,868.02	86.7%
559000 TRANSFERS TO OTHER FUNDS	1,000,000.00	697,406.00	1,697,406.00	697,406.00	.00	1,000,000.00	41.1%
TOTAL TRANSFERS OUT	1,685,066.00	680,328.97	2,365,394.97	1,276,526.95	.00	1,088,868.02	54.0%
TOTAL SCHOOL FEDERAL PROJECTS	22,262,852.00	998,571.47	23,261,423.47	18,426,528.50	.00	4,834,894.97	79.2%

**Child Nutrition Fund
Balance Sheet
For the Period Ending
June 30, 2020**

Assets

Current Assets:

Petty Cash	40.00
Cash in Bank	262,412.72
Cash on Deposit w/Trustee	6,015,346.59
Accounts Receivable	6,400.07
Bad Checks Receivable	443.25
Due From Other Funds	128,932.54
Due From Other Governments	323,361.00
Child Nutrition Inventory	331,925.46

TOTAL ASSETS

7,068,861.63

Liabilities and Equity

Liabilities:

Accounts Payable	16,749.88
Payroll Deductions	(223.73)
Due to Other Funds	351,879.64
Customer Deposits Payable	355,660.23

Total Liabilities

724,066.02

Equity:

Reserve for Encumbrances - Prior Year	30,076.00
Non-Spendable - Inventory	331,925.46
Restricted for Oper Non-Inst Serv.	5,982,794.15

Total Equity

6,344,795.61

TOTAL LIABILITIES AND EQUITY

7,068,861.63

**Child Nutrition Fund Trustee Account
Cash Reconciliation
June 30, 2020**

Cash on Deposit with Trustee	4,256,224.68	
Plus Receipts for Month	<u>2,814,837.04</u>	
Total Available Funds		7,071,061.72
Less Cash Disbursements:		
Warrants Issued	(675,127.61)	
Wire Transfers	(380,605.85)	
Trustee's Commission	<u>-</u>	
Total Cash Disbursements		(1,055,733.46)
Plus Voided Checks		<u>18.33</u>
Book Balance		6,015,346.59
Plus Outstanding Warrants		295,527.35
Plus Wire Transfers In Transit		-
Less Duplicate Wire Transfer		(49.77)
Less Adjustments between Funds		<u>-</u>
 Trustee's Report Balance		 <u><u>6,310,824.17</u></u>

**Child Nutrition Regular Account
Cash Reconciliation
June 30, 2020**

Cash on Deposit in Bank		1,625,205.62	
Plus Receipts for:			
Sale of Lunches	2,330.65		
Parent On Line	4,015.05		
Returned Checks Re-Deposited	-		
Returned Checks Rebates	-		
Returned Checks Fees	-		
Write-Off Old Returned Checks	-		
17-18 Negative Balance from GP	-		
Charges Paid	-		
Return of Change Fund	-		
Total Receipts		<u>6,345.70</u>	
Total Available Cash		1,631,551.32	
Less Cash Disbursements:			
Warrants Issued	(1,369,138.60)		
Bad Checks Returned	-		
Service Charge	-		
Total Cash Disbursements		<u>(1,369,138.60)</u>	
Book Balance			262,412.72
Plus Outstanding Checks			-
Less Change Funds (To be Deposited)			-
Less Correction by Bank (Posting Error)			-
Less Deposits in Transit			<u>-</u>
Bank Balance			<u><u>262,412.72</u></u>

08/28/2020 13:20
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 REVENUE

P 4
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FOR 2020 13

ACCOUNTS FOR: 143 CHILD NUTRITION	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
73100 FOOD SERVICE						
43521 LUNCH PAYMENTS-CHILDREN	3,441,306.00	.00	3,441,306.00	2,584,098.60	857,207.40	75.1%
43522 LUNCH PAYMENTS-ADULTS	170,960.00	.00	170,960.00	117,047.50	53,912.50	68.5%
43523 INCOME FROM BREAKFAST	178,637.00	.00	178,637.00	147,096.85	31,540.15	82.3%
43525 A LA CARTE SALES	1,257,355.00	.00	1,257,355.00	1,035,583.20	221,771.80	82.4%
43990 OTHER CHARGES FOR SERVICES	30,000.00	.00	30,000.00	24,768.35	5,231.65	82.6%
44110 INTEREST EARNED	23,767.00	.00	23,767.00	16,897.19	6,869.81	71.1%
44130 SALE OF MATERIALS & SUPPLI	38,933.00	.00	38,933.00	33,821.09	5,111.91	86.9%
44170 MISCELLANEOUS REFUNDS	509.00	.00	509.00	768.00	-259.00	150.9%
44530 SALE OF EQUIPMENT	10,000.00	.00	10,000.00	35,811.92	-25,811.92	358.1%
44570 CONTRIB & GIFTS	.00	.00	.00	59.09	-59.09	100.0%
46520 SCHOOL FOOD SERVICE	144,279.00	.00	144,279.00	160,518.05	-16,239.05	111.3%
47111 SECTION 4-LUNCH	8,774,242.00	.00	8,774,242.00	7,751,064.31	1,023,177.69	88.3%
47112 USDA - COMMODITIES	1,098,627.00	140,712.00	1,239,339.00	1,251,906.67	-12,567.67	101.0%
47113 BREAKFAST	3,434,890.00	.00	3,434,890.00	3,479,189.06	-44,299.06	101.3%
47114 USDA - OTHER	.00	.00	.00	44,560.00	-44,560.00	100.0%
TOTAL FOOD SERVICE	18,603,505.00	140,712.00	18,744,217.00	16,683,189.88	2,061,027.12	89.0%
TOTAL CHILD NUTRITION	18,603,505.00	140,712.00	18,744,217.00	16,683,189.88	2,061,027.12	89.0%

08/28/2020 13:18
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 20
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FOR 2020 13

ACCOUNTS FOR: 143	CHILD NUTRITION	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
73100 FOOD SERVICE								
510500	SUPERVISOR/DIRECTOR	261,578.00	.00	261,578.00	261,577.94	.00	.06	100.0%
514000	SALARY SUPPLEMENTS	20,000.00	.00	20,000.00	.00	.00	20,000.00	.0%
514700	TRUCK DRIVERS	124,331.00	.00	124,331.00	106,286.16	.00	18,044.84	85.5%
516100	SECRETARY(S)	169,138.00	.00	169,138.00	162,363.42	.00	6,774.58	96.0%
516500	CAFETERIA PERSONNEL	4,448,411.00	.00	4,448,411.00	4,112,385.13	.00	336,025.87	92.4%
516600	CUSTODIAL PERSONNEL	245,411.00	.00	245,411.00	228,980.59	.00	16,430.41	93.3%
518700	OVERTIME PAY	60,000.00	.00	60,000.00	28,879.88	.00	31,120.12	48.1%
518900	OTHER SALARIES & WAGES	589,426.00	.00	589,426.00	568,714.49	.00	20,711.51	96.5%
520100	SOCIAL SECURITY	366,933.00	.00	366,933.00	314,511.12	.00	52,421.88	85.7%
520400	STATE RETIREMENT	710,897.00	.00	710,897.00	661,502.35	.00	49,394.65	93.1%
520600	LIFE INSURANCE	8,960.00	.00	8,960.00	7,228.10	.00	1,731.90	80.7%
520700	MEDICAL INSURANCE	1,540,818.00	.00	1,540,818.00	1,466,290.98	.00	74,527.02	95.2%
521200	EMPLOYER MEDICARE	85,816.00	.00	85,816.00	73,684.03	.00	12,131.97	85.9%
521700	RETIREMENT-HYBRID STABILI	39,090.00	.00	39,090.00	27,400.68	.00	11,689.32	70.1%
530600	BANK CHARGES	1,097.00	.00	1,097.00	226.41	.00	870.59	20.6%
530700	COMMUNICATION	6,772.00	199.00	6,971.00	6,971.10	.00	-.10	100.0%
532000	DUES AND MEMBERSHIPS	12,935.00	.00	12,935.00	11,695.00	.00	1,240.00	90.4%
532900	LAUNDRY SERVICE	70,000.00	.00	70,000.00	53,785.56	.00	16,214.44	76.8%
533300	LICENSES	3,100.00	.00	3,100.00	3,040.00	.00	60.00	98.1%
533800	MAINT/REPAIR SRVCS- VEHIC	1,000.00	.00	1,000.00	20.00	.00	980.00	2.0%
534900	PRINTING, STATIONERY AND	1,000.00	.00	1,000.00	.00	.00	1,000.00	.0%
535500	TRAVEL	10,592.00	.00	10,592.00	10,282.58	.00	309.42	97.1%
539900	OTHER CONTRACTED SERVICES	1,197,000.00	.00	1,197,000.00	765,757.92	.00	431,242.08	64.0%
541800	EQUIPMENT AND MACHINERY P	170,166.00	.00	170,166.00	70,587.51	.00	99,578.49	41.5%
542200	FOOD SUPPLIES	6,677,419.00	.00	6,677,419.00	6,085,603.60	.00	591,815.40	91.1%
542500	GASOLINE	9,431.00	2,569.00	12,000.00	10,928.87	.00	1,071.13	91.1%
543300	LUBRICANTS	400.00	.00	400.00	.00	.00	400.00	.0%
543500	OFFICE SUPPLIES	30,000.00	.00	30,000.00	23,028.25	.00	6,971.75	76.8%
545000	TIRES AND TUBES	1,800.00	.00	1,800.00	.00	.00	1,800.00	.0%
545100	UNIFORMS	10,000.00	.00	10,000.00	3,214.88	.00	6,785.12	32.1%
545200	UTILITIES	342,000.00	7,667.00	349,667.00	349,667.00	.00	.00	100.0%
545300	VEHICLE PARTS	2,500.00	.00	2,500.00	98.62	.00	2,401.38	3.9%
546900	USDA - COMMODITIES	1,098,627.00	140,712.00	1,239,339.00	1,251,906.67	.00	-12,567.67	101.0%
547100	SOFTWARE	25,500.00	6,840.00	32,340.00	31,865.00	.00	475.00	98.5%
549900	OTHER SUPPLIES AND MATERI	729,431.00	.00	729,431.00	532,609.49	.00	196,821.51	73.0%
551300	WORKER'S COMP INSURANCE	40,000.00	.00	40,000.00	3,654.67	.00	36,345.33	9.1%
552400	IN SERVICE/STAFF DEVELOPM	132,131.00	.00	132,131.00	13,875.29	.00	118,255.71	10.5%
559900	OTHER CHARGES	8,000.00	.00	8,000.00	362.29	.00	7,637.71	4.5%
570100	ADMINISTRATIVE EQUIPMENT	15,000.00	.00	15,000.00	5,486.29	.00	9,513.71	36.6%
571000	FOOD SERVICE EQUIPMENT	450,000.00	.00	450,000.00	267,748.41	.00	182,251.59	59.5%
TOTAL FOOD SERVICE		19,716,710.00	157,987.00	19,874,697.00	17,522,220.28	.00	2,352,476.72	88.2%

FOR 2020 13

ACCOUNTS FOR: 143 CHILD NUTRITION	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL CHILD NUTRITION	19,716,710.00	157,987.00	19,874,697.00	17,522,220.28	.00	2,352,476.72	88.2%

**Transportation Fund
Balance Sheet
For the Period Ending
June 30, 2020**

Assets

Current Assets:

Cash on Deposit w/Trustee	3,079,795.75
Accounts Receivable	351,203.04
Due From Other Funds	-
Property Taxes Receivable	2,051,988.17
Less Allowance for Uncollected Property Taxes	<u>(32,786.62)</u>

TOTAL ASSETS	<u><u>5,450,200.34</u></u>
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Liabilities and Equity

Liabilities:

Accounts Payable	25,777.48
Accrued Payroll	-
Payroll Deductions	-
Due to Other Funds	-
Due to Primary Government	3,720.00
Deferred Current Property Taxes	1,952,573.48
Deferred Delinquent Property Taxes	<u>57,109.67</u>

Total Liabilities	2,039,180.63
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Equity:

Reserve for Encumbrances-Prior Year	-
Committed for Support Services	<u>3,411,019.71</u>

Total Equity	<u>3,411,019.71</u>
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TOTAL LIABILITIES AND EQUITY	<u><u>5,450,200.34</u></u>
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**Transportation Fund
Cash Reconcilement
June 30, 2020**

Cash on Deposit with Trustee	4,420,103.96		
Plus Receipts for Month	<u>1,324,000.95</u>		
Total Available Funds		5,744,104.91	
Less Cash Disbursements:			
Warrants Issued	(2,086,350.45)		
Wire Transfers	(577,292.88)		
Trustee's Commission	<u>(665.83)</u>		
Total Cash Disbursements		(2,664,309.16)	
Plus Voided Checks		<u>-</u>	
Book Balance			3,079,795.75
Plus Outstanding Warrants			1,817,902.18
Plus Wire Transfers in Transit			-
Plus Adjustments Between Funds			<u>-</u>
Trustee's Report Balance			<u><u>4,897,697.93</u></u>

08/28/2020 13:20
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YTD BUDGET REPORT 6-30-20 REVENUE

P 5
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FOR 2020 13

ACCOUNTS FOR: 144	TRANSPORTATION FUND	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
00000 NON CHARGE							
40110	CURR PROP TAX	1,966,800.00	.00	1,966,800.00	2,430,539.59	-463,739.59	123.6%
40120	TRUSTEE'S COLLECTIONS-PRIO	60,000.00	.00	60,000.00	42,968.75	17,031.25	71.6%
40125	TRUSTEE'S COLLECTIONS-BANK	.00	.00	.00	1,044.23	-1,044.23	100.0%
40130	CIRCUIT CLERK	26,000.00	.00	26,000.00	27,648.85	-1,648.85	106.3%
40140	INTEREST & PENALTY	15,000.00	.00	15,000.00	17,366.38	-2,366.38	115.8%
40162	PYMTS IN LIEU OF TAXS-LOC	41,480.00	.00	41,480.00	50,430.32	-8,950.32	121.6%
40320	BANK EXCISE TAX	3,000.00	.00	3,000.00	14,071.47	-11,071.47	469.0%
44130	SALE OF MATERIALS & SUPPLI	2,500.00	.00	2,500.00	1,898.25	601.75	75.9%
44145	SALE OF RECYCLED MATERIALS	3,200.00	.00	3,200.00	874.80	2,325.20	27.3%
44170	MISCELLANEOUS REFUNDS	9,000.00	.00	9,000.00	16,772.42	-7,772.42	186.4%
44560	DAMAGES RECOVERED FROM IND	1,000.00	.00	1,000.00	864.00	136.00	86.4%
46511	BASIC EDUCATION PROG	12,168,500.00	.00	12,168,500.00	12,168,500.00	.00	100.0%
TOTAL NON CHARGE		14,296,480.00	.00	14,296,480.00	14,772,979.06	-476,499.06	103.3%
72000 SUPPORT SERVICES							
44530	SALE OF EQUIPMENT	40,000.00	.00	40,000.00	6,428.90	33,571.10	16.1%
46980	OTHER STATE GRANTS	.00	312,500.00	312,500.00	312,500.00	.00	100.0%
47143	EDUCATION OF THE HANDICAPP	1,291,137.00	.00	1,291,137.00	1,291,137.00	.00	100.0%
48990	OTHER GOV AND CITZ GROUPS	105,000.00	.00	105,000.00	105,000.00	.00	100.0%
TOTAL SUPPORT SERVICES		1,436,137.00	312,500.00	1,748,637.00	1,715,065.90	33,571.10	98.1%
TOTAL TRANSPORTATION FUND		15,732,617.00	312,500.00	16,045,117.00	16,488,044.96	-442,927.96	102.8%

08/28/2020 13:18
MUNISReports

CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 22
glytdbud

FOR 2020 13

ACCOUNTS FOR: 144	TRANSPORTATION FUND	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>72310 BOARD OF EDUCATION</u>								
551000	TRUSTEE'S COMMISSION	43,000.00	3,667.00	46,667.00	51,399.29	.00	-4,732.29	110.1%
	TOTAL BOARD OF EDUCATION	43,000.00	3,667.00	46,667.00	51,399.29	.00	-4,732.29	110.1%
<u>72710 TRANSPORTATION</u>								
510500	SUPERVISOR/DIRECTOR	235,402.00	.00	235,402.00	235,401.94	.00	.06	100.0%
514000	SALARY SUPPLEMENTS	220,000.00	.00	220,000.00	71,137.49	.00	148,862.51	32.3%
514200	MECHANIC(S)	789,989.00	.00	789,989.00	754,960.97	.00	35,028.03	95.6%
514600	BUS DRIVERS	5,417,103.00	.00	5,417,103.00	5,208,676.73	.00	208,426.27	96.2%
514800	DISPATCHERS/RADIO OPERATO	142,036.00	465.00	142,501.00	142,500.83	.00	.17	100.0%
516100	SECRETARY(S)	202,098.00	.00	202,098.00	194,716.32	.00	7,381.68	96.3%
516800	TEMPORARY PERSONNEL	274,716.00	.00	274,716.00	100,514.71	.00	174,201.29	36.6%
518700	OVERTIME PAY	122,000.00	.00	122,000.00	112,057.55	.00	9,942.45	91.9%
518900	OTHER SALARIES & WAGES	1,335,529.00	.00	1,335,529.00	1,322,232.22	.00	13,296.78	99.0%
520100	SOCIAL SECURITY	541,811.00	.00	541,811.00	464,760.55	.00	77,050.45	85.8%
520400	STATE RETIREMENT	1,011,892.00	.00	1,011,892.00	955,456.33	.00	56,435.67	94.4%
520600	LIFE INSURANCE	13,620.00	.00	13,620.00	10,869.89	.00	2,750.11	79.8%
520700	MEDICAL INSURANCE	2,168,590.00	.00	2,168,590.00	2,055,858.43	.00	112,731.57	94.8%
521200	EMPLOYER MEDICARE	126,713.00	.00	126,713.00	109,593.19	.00	17,119.81	86.5%
521700	RETIREMENT-HYBRID STABILI	70,873.00	.00	70,873.00	45,490.28	.00	25,382.72	64.2%
530700	COMMUNICATION	111,000.00	.00	111,000.00	107,798.60	.00	3,201.40	97.1%
531300	CONTRACTS W/ PARENTS	2,500.00	.00	2,500.00	.00	.00	2,500.00	.0%
532000	DUES AND MEMBERSHIPS	2,000.00	.00	2,000.00	1,885.00	.00	115.00	94.3%
532900	LAUNDRY SERVICE	7,000.00	3,000.00	10,000.00	5,857.88	.00	4,142.12	58.6%
533300	LICENSES	4,000.00	.00	4,000.00	3,293.32	.00	706.68	82.3%
533600	MAINT/REPAIR SRVCS- EQUIP	35,000.00	.00	35,000.00	24,818.68	.00	10,181.32	70.9%
533800	MAINT/REPAIR SRVCS- VEHIC	12,000.00	.00	12,000.00	3,200.79	.00	8,799.21	26.7%
534000	MEDICAL AND DENTAL SERVIC	50,000.00	.00	50,000.00	43,753.00	.00	6,247.00	87.5%
535400	TRANSPORT.-OTHER THAN STU	195,300.00	.00	195,300.00	195,300.00	.00	.00	100.0%
539900	OTHER CONTRACTED SERVICES	78,000.00	.00	78,000.00	26,671.30	.00	51,328.70	34.2%
542200	FOOD SUPPLIES	1,935.00	.00	1,935.00	810.00	.00	1,125.00	41.9%
542300	FUEL OIL	129,000.00	.00	129,000.00	115,690.04	.00	13,309.96	89.7%
542400	GARAGE SUPPLIES	10,000.00	.00	10,000.00	9,205.80	.00	794.20	92.1%
542500	GASOLINE	1,121,000.00	.00	1,121,000.00	463,788.42	.00	657,211.58	41.4%
543300	LUBRICANTS	35,000.00	.00	35,000.00	18,955.24	.00	16,044.76	54.2%
543500	OFFICE SUPPLIES	17,500.00	.00	17,500.00	9,934.51	.00	7,565.49	56.8%
545000	TIRES AND TUBES	130,000.00	.00	130,000.00	93,547.98	.00	36,452.02	72.0%

08/28/2020 13:18
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 23
glytdbud

FOR 2020 13

ACCOUNTS FOR: 144	TRANSPORTATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
545300	VEHICLE PARTS	400,000.00	.00	400,000.00	387,936.48	.00	12,063.52	97.0%
549900	OTHER SUPPLIES AND MATERI	27,065.00	5,000.00	32,065.00	20,379.05	.00	11,685.95	63.6%
551100	VEHICLE AND EQUIP INSURAN	154,791.00	-45,064.00	109,727.00	109,727.00	.00	.00	100.0%
552400	IN SERVICE/STAFF DEVELOPM	30,000.00	.00	30,000.00	7,172.86	.00	22,827.14	23.9%
570800	COMMUNICATION EQUIPMENT	7,000.00	.00	7,000.00	6,491.01	.00	508.99	92.7%
572900	TRANSPORTATION EQUIPMENT	1,624,800.00	312,500.00	1,937,300.00	1,845,609.53	.00	91,690.47	95.3%
	TOTAL TRANSPORTATION	16,857,263.00	275,901.00	17,133,164.00	15,286,053.92	.00	1,847,110.08	89.2%
	TOTAL TRANSPORTATION FUND	16,900,263.00	279,568.00	17,179,831.00	15,337,453.21	.00	1,842,377.79	89.3%

**Extended School Programs Fund
Balance Sheet
For the Period Ending
June 30, 2020**

Assets

Current Assets:

Cash on Deposit w/Trustee	188,150.28	
Accounts Receivable	-	
Due from Other Funds	-	
	<hr/>	
TOTAL ASSETS		<u><u>188,150.28</u></u>

Liabilities and Equity

Liabilities:

Accrued Payroll	-	
Payroll Deductions	-	
	<hr/>	
Total Liabilities		-

Equity:

Committed for Education	188,150.28	
	<hr/>	
Total Equity		<u><u>188,150.28</u></u>
TOTAL LIABILITIES AND EQUITY		<u><u>188,150.28</u></u>

**Extended School Programs Fund
Cash Reconciliation
June 30, 2020**

Cash on Deposit with Trustee	188,150.28	
Plus Receipts for Month	<u>-</u>	
Total Available Funds		188,150.28
Less Cash Disbursements:		
Warrants Issued	-	
Wire Transfers	-	
Trustee's Commission	<u>-</u>	
Total Cash Disbursements		-
Plus Voided Checks	<u>-</u>	
Book Balance		188,150.28
Plus Outstanding Warrants		-
Plus Wire Transfers in Transit		-
Plus Adjustments Between Funds		<u>-</u>
Trustee's Report Balance		<u><u>188,150.28</u></u>

08/28/2020 13:20
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 REVENUE

P 6
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FOR 2020 13

ACCOUNTS FOR:	ORIGINAL	ESTIM REV	REVISED	ACTUAL YTD	REMAINING	PCT
146 EXTENDED SCHOOL PROGRAM	ESTIM REV	ADJSTMTS	EST REV	REVENUE	REVENUE	COLL
71000 INSTRUCTION						
43513 TUITION-SUMMER SCHOOL	135,000.00	.00	135,000.00	.00	135,000.00	.0%
43517 TUITION OTHER - CR RECOVER	40,000.00	.00	40,000.00	6,280.00	33,720.00	15.7%
TOTAL INSTRUCTION	175,000.00	.00	175,000.00	6,280.00	168,720.00	3.6%
TOTAL EXTENDED SCHOOL PROGRAM	175,000.00	.00	175,000.00	6,280.00	168,720.00	3.6%

08/28/2020 13:18
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 24
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FOR 2020 13

ACCOUNTS FOR: 146 EXTENDED SCHOOL PROGRAM	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>71100 REGULAR INSTRUCTION PROGRAM</u>							
511600 TEACHERS	90,000.00	.00	90,000.00	.00	.00	90,000.00	.0%
516300 EDUCATIONAL ASSISTANTS	6,800.00	.00	6,800.00	.00	.00	6,800.00	.0%
520100 SOCIAL SECURITY	6,002.00	.00	6,002.00	.00	.00	6,002.00	.0%
520400 STATE RETIREMENT	10,513.00	.00	10,513.00	.00	.00	10,513.00	.0%
521200 EMPLOYER MEDICARE	1,404.00	.00	1,404.00	.00	.00	1,404.00	.0%
539900 OTHER CONTRACTED SERVICES	40,525.00	.00	40,525.00	.00	.00	40,525.00	.0%
TOTAL REGULAR INSTRUCTION PROG	155,244.00	.00	155,244.00	.00	.00	155,244.00	.0%
<u>72310 BOARD OF EDUCATION</u>							
551000 TRUSTEE'S COMMISSION	600.00	.00	600.00	.00	.00	600.00	.0%
TOTAL BOARD OF EDUCATION	600.00	.00	600.00	.00	.00	600.00	.0%
<u>72410 OFFICE OF THE PRINCIPAL</u>							
513900 ASSISTANT PRINCIPALS	25,000.00	.00	25,000.00	.00	.00	25,000.00	.0%
520100 SOCIAL SECURITY	1,550.00	.00	1,550.00	.00	.00	1,550.00	.0%
520400 STATE RETIREMENT	2,658.00	.00	2,658.00	.00	.00	2,658.00	.0%
521200 EMPLOYER MEDICARE	363.00	.00	363.00	.00	.00	363.00	.0%
TOTAL OFFICE OF THE PRINCIPAL	29,571.00	.00	29,571.00	.00	.00	29,571.00	.0%
TOTAL EXTENDED SCHOOL PROGRAM	185,415.00	.00	185,415.00	.00	.00	185,415.00	.0%

**Capital Projects Fund
Balance Sheet
For the Period Ending
June 30, 2020**

Assets

Current Assets:

Cash on Deposit w/Trustee	1,495,214.16	
Accounts Receivable	-	
Due From Other Funds	-	
Due From Primary Government	-	
TOTAL ASSETS		<u>1,495,214.16</u>

Liabilities and Equity

Liabilities:

Accounts Payable	<u>228,209.40</u>	
Total Liabilities		228,209.40

Equity:

Reserve for Encumbrances- Prior Year	-	
Restricted for Capital Projects	<u>1,267,004.76</u>	
Total Equity		<u>1,267,004.76</u>
TOTAL LIABILITIES AND EQUITY		<u>1,495,214.16</u>

**Capital Projects Fund
Cash Reconciliation
June 30, 2020**

Cash on Deposit with Trustee	985,462.77	
Plus Receipts for Month	<u>1,663,000.00</u>	
Total Available Funds		2,648,462.77
Less Cash Disbursements:		
Warrants Issued	(1,153,248.61)	
Wire Transfers	-	
Trustee's Commission	<u>-</u>	
Total Cash Disbursements		(1,153,248.61)
Plus Voided Warrants		<u>-</u>
Book Balance		1,495,214.16
Plus Outstanding Warrants		351,475.02
Less Adjustments Between Funds		<u>-</u>
Trustee's Report Balance		<u><u>1,846,689.18</u></u>

08/28/2020 13:20
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 REVENUE

P 7
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FOR 2020 13

ACCOUNTS FOR:	ORIGINAL	ESTIM REV	REVISED	ACTUAL YTD	REMAINING	PCT
177 EDUCATION CAPITAL PROJECTS	ESTIM REV	ADJSTMTS	EST REV	REVENUE	REVENUE	COLL
00000 NON CHARGE						
49100 BONDS PROCEEDS	2,305,000.00	13,332,377.00	15,637,377.00	3,468,000.00	12,169,377.00	22.2%
TOTAL NON CHARGE	2,305,000.00	13,332,377.00	15,637,377.00	3,468,000.00	12,169,377.00	22.2%
TOTAL EDUCATION CAPITAL PROJEC	2,305,000.00	13,332,377.00	15,637,377.00	3,468,000.00	12,169,377.00	22.2%

08/28/2020 13:18
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CLARKSVILLE-MONTGOMERY CO. SCHOOL SYSTEM
YTD BUDGET REPORT 6-30-20 EXPENSES

P 25
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FOR 2020 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
177 EDUCATION CAPITAL PROJECTS	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
91300 EDUCATION CAPITAL PROJECTS							
530400 ARCHITECTS	.00	532,601.72	532,601.72	393,173.29	.00	139,428.43	73.8%
532100 ENGINEERING SERVICES	.00	25,000.00	25,000.00	2,370.75	.00	22,629.25	9.5%
570600 BUILDING CONSTRUCTION	.00	10,770,621.00	10,770,621.00	1,036,234.04	.00	9,734,386.96	9.6%
570700 BUILDING IMPROVEMENTS	1,645,000.00	2,915,281.36	4,560,281.36	2,355,970.44	.00	2,204,310.92	51.7%
570900 DATA PROCESSING EQUIPMENT	.00	180,001.60	180,001.60	.00	.00	180,001.60	.0%
572000 PLANT OPERATION EQUIPMENT	.00	366,501.55	366,501.55	19,030.85	.00	347,470.70	5.2%
572400 SITE DEVELOPMENT	660,000.00	663,676.15	1,323,676.15	659,206.13	.00	664,470.02	49.8%
579900 OTHER CAPITAL OUTLAY	.00	156,520.31	156,520.31	12,896.43	.00	143,623.88	8.2%
TOTAL EDUCATION CAPITAL PROJEC	2,305,000.00	15,610,203.69	17,915,203.69	4,478,881.93	.00	13,436,321.76	25.0%
TOTAL EDUCATION CAPITAL PROJEC	2,305,000.00	15,610,203.69	17,915,203.69	4,478,881.93	.00	13,436,321.76	25.0%

QUARTERLY CONSTRUCTION REPORT

CONSTRUCTION PROJECTS

Resolution Number and Date: 19-12-10 12/9/2019	Project Name: Rossview Elementary 12 Classroom Addition		Active Project as of: January 13, 2020
Scheduled Completion Date: December 18, 2020	Designer: Rufus Johnson & Associates	Project #: C130	
	Contractor: Boger Construction		
Substantial Completion Date:	Total Project Budget Amount: \$4,026,900.00	Paid to Date: \$1,283,363.81	Construction Percent Complete 32%
Progress:			
⇒ The masons have finished the C.M.U. walls.			
⇒ The plumbers have connected the water lines inside the building.			
⇒ The electrician has run the conduit connecting the addition to the main panel			
⇒ The two concrete slabs next to where the students will load for parent pickup while the project is under construction have been poured.			
⇒ The roof trusses have been installed.			
⇒ The brick is scheduled to arrive in October 2020.			



QUARTERLY CONSTRUCTION REPORT

CONSTRUCTION PROJECTS

Resolution Number and Date: 20-6-3 6/8/2020	Project Name: West Creek Elementary 12 Classroom Addition		Active Project as of: June 25, 2020
Scheduled Completion Date: June 2021	Designer: Rufus Johnson & Associates	Project #: C145	
	Contractor: Boger Construction		
Substantial Completion Date:	Total Project Budget Amount: \$2,682,900.00	Paid to Date: \$111,375.43	Construction Percent Complete 4%
Progress:			
⇒ The electrical conduit has been extended from the main electrical room to the addition.			
⇒ The fire alarm conduit has been installed from the fire panel to the addition.			
⇒ The water lines have been extended to the addition.			
⇒ The footings have been poured.			



QUARTERLY CONSTRUCTION REPORT

CONSTRUCTION PROJECTS

Resolution Number and Date: 20-6-2 6/8/2020	Project Name: Oakland Elementary 12 Classroom Addition		Active Project as of: June 24, 2020
Scheduled Completion Date: June 2021	Designer: Rufus Johnson & Associates	Project #: C140	
	Contractor: Fellowship Construction		
Substantial Completion Date:	Total Project Budget Amount: \$3,657,577.00	Paid to Date: \$147,499.61	Construction Percent Complete 4%
Progress:			
⇒ The asphalt for widening the parent pick up road has been completed.			
⇒ The new asphalt parking lot has been completed.			
⇒ The building pad is in place and the contractor has started the footings.			
⇒ The contractor is in the process of pouring the new concrete access walk at parent pick up.			
⇒ The water connection has been extended to the new addition			
⇒ The contractor has started installing the main electrical connection.			



QUARTERLY CONSTRUCTION REPORT

CAPITAL IMPROVEMENT PROJECTS

Resolution Number and Date: 18-6-6 6/11/2018	Project Name: Liberty Elementary Roof Re-Coat		Active Project as of: March 17, 2020
Scheduled Completion Date: July 31, 2020	Designer: Tremco, Inc. Contractor: Brazo's Urethane		Project #: C125
Substantial Completion Date: July 31, 2020	Total Project Budget Amount: \$374,691.00	Paid to Date: \$374,691.00	Construction Percent Complete 100%
Progress:			
⇒ The contractor has pressure washed the upper roof of the gym building.			
⇒ Rust spots have been surface cleaned with a grinder and the existing holes have been repaired with a triple-layered system including replacement metal and coated layered fabric base material.			
⇒ The base coat application has been completed. This initial primer application helps seal the cleaned ground spots, repaired areas, and metal roof panels/ribs prior to the colored layers being applied.			
⇒ Two colored layers have been applied.			
⇒ The manufacturer's field inspector performed the final inspection August 20, 2020.			



QUARTERLY CONSTRUCTION REPORT

CAPITAL IMPROVEMENT PROJECTS

Resolution Number and Date: 18-6-6 6/11/2018 19-12-10 12/19/2019	Project Name: Barksdale Elementary Re-Roof	Active Project as of: April 24, 2020
Scheduled Completion Date: August 7, 2020	Designer: Tremco, Inc. Contractor: Eskola, LLC	Project #: C125 / C135
Substantial Completion Date: August 7, 2020	Total Project Budget Amount: \$397,376.00	Paid to Date: \$397,376.00
		Construction Percent Complete 100%
Progress:		
⇒ The contractor has completed demo & removal of sections of wet insulation.		
⇒ The wet insulation has been replaced with new insulation board.		
⇒ The recovery board decking has been replaced to provide a high-strength, lightweight, moisture- resistant cover board. The boards were treated to promote adhesion of the roofing membranes and to reduce adhesive soak-in.		
⇒ The modified bitumen roofing system has been completed. This is an asphalt-based system, designed for buildings with low-slope roof structures, used to withstand harsh exposure to extreme environmental elements. Upon project completion, the main		
⇒ The manufacturer's field inspector performed the final inspection on August 20, 2020.		



QUARTERLY CONSTRUCTION REPORT

CAPITAL IMPROVEMENT PROJECTS

Resolution Number and Date: 19-7-5 7/15/2019	Project Name: Clarksville High Wrestling Building (Title IX Modifications)		Active Project as of: February 20, 2020
Scheduled Completion Date: September 30, 2020	Designer: Powell Architecture	Project #: C135	
	Contractor: Triple S Contracting		
Substantial Completion Date:	Total Project Budget Amount: \$90,184.62	Paid to Date: \$22,900.00	Construction Percent Complete 55%
Progress:			
⇒ The demo of the block toilet partitions has been completed.			
⇒ The demo & reconfiguration of plumbing has been completed.			
⇒ The toilet fixtures are being installed.			
⇒ Painting has been completed			
⇒ The ceiling grid has been installed.			
⇒ The exhaust fans & supply grills are being installed.			



QUARTERLY CONSTRUCTION REPORT








SITE IMPROVEMENT PROJECT

Resolution Number and Date: 18-6-6 6/11/2018	Project Name: New Providence Middle School Resurfacing Project		Active Project as of: March 31, 2020
Scheduled Completion Date: June 26, 2020	Contractor: Sessions Paving		Project #: C125
Substantial Completion Date: August 5, 2020	Total Project Budget Amount: \$215,278.65	Paid to Date: \$215,278.65	Construction Percent Complete 100%
Progress:			
⇒ All paving has been completed.			
⇒ All concrete work has been completed.			
⇒ All grading work has been completed.			
⇒ Striping has been completed			



QUARTERLY CONSTRUCTION REPORT

GENERAL PURPOSE PROJECTS

	<p style="text-align: right;">FY20</p> <p style="text-align: center;">Montgomery Central Middle</p> <p>⇒ Contractor: Division X Specialties, Inc.</p> <p>⇒ Description: Installed ADA classroom signs at MCMS</p> <p>⇒ Project Amount: \$10,540.00</p> <p>⇒ Status: Complete</p>		<p style="text-align: right;">FY20</p> <p>Liberty Elementary, Northeast Elementary, Moore Magnet Elementary, Hazelwood Elementary</p> <p>⇒ Contractor: Lou Bassett Painting</p> <p>⇒ Description: Repaired/painted door frames at LES, NEE, MMES, HES</p> <p>⇒ Project Amount: \$2,021.00</p> <p>⇒ Status: Complete</p>
	<p style="text-align: right;">FY20</p> <p style="text-align: center;">Northwest High</p> <p>⇒ Contractor: Cunningham Acoustical</p> <p>⇒ Description: Removed dilapidated carpet in classroom at NWHS</p> <p>⇒ Project Amount: \$3,935.00</p> <p>⇒ Status: Complete</p>		<p style="text-align: right;">FY20</p> <p style="text-align: center;">Barksdale Elementary</p> <p>⇒ Contractor: Lou Bassett Painting</p> <p>⇒ Description: Painted canopy and walkway at BES</p> <p>⇒ Project Amount: \$2,750.00</p> <p>⇒ Status: Complete</p>
	<p style="text-align: right;">FY20</p> <p style="text-align: center;">Minglewood Elementary</p> <p>⇒ Contractor: Lou Bassett Painting</p> <p>⇒ Description: Painted interior wood doors and steel door frames at MWES</p> <p>⇒ Project Amount: \$6,575.00</p> <p>⇒ Status: Complete</p>		<p style="text-align: right;">FY20</p> <p style="text-align: center;">Northwest High</p> <p>⇒ Contractor: Jones Glass Company</p> <p>⇒ Description: Replaced broken courtyard glass at NWHS</p> <p>⇒ Project Amount: \$1,580.00</p> <p>⇒ Status: Complete</p>
	<p style="text-align: right;">FY20</p> <p style="text-align: center;">New Providence Adult Learning Center</p> <p>⇒ Contractor: Triple S. Contracting, LLC</p> <p>⇒ Description: Installed ADA compliant ramp with rumble pad at NPALC</p> <p>⇒ Project Amount: \$2,300.00</p> <p>⇒ Status: Complete</p>		

QUARTERLY CONSTRUCTION REPORT

GENERAL PURPOSE PROJECTS

	<p style="text-align: right;">FY20</p> <p style="text-align: center;">Glenellen Elementary</p> <p>⇒ Contractor: Cunningham Acoustical</p> <p>⇒ Description: Replaced dilapidated floor tile in 2 offices at GES</p> <p>⇒ Project Amount: \$2,338.00</p> <p>⇒ Status: Complete</p>		<p style="text-align: right;">FY20</p> <p style="text-align: center;">Montgomery Central Elementary</p> <p>⇒ Contractor: Cunningham Acoustical</p> <p>⇒ Description: Replaced dilapidated floor tile in 6 classrooms at MCES</p> <p>⇒ Project Amount: \$11,004.00</p> <p>⇒ Status: Complete</p>
	<p style="text-align: right;">FY20</p> <p style="text-align: center;">New Providence Middle</p> <p>⇒ Contractor: Cunningham Acoustical</p> <p>⇒ Description: Replaced dilapidated carpet in theater, and wire grill step covers in main theater hall at NPMS</p> <p>⇒ Project Amount: \$9,876.00</p> <p>⇒ Status: Complete</p>		<p style="text-align: right;">FY20</p> <p style="text-align: center;">Moore Magnet Elementary</p> <p>⇒ Contractor: Cunningham Acoustical</p> <p>⇒ Description: Replaced dilapidated floor tile in 6 classrooms at MMES</p> <p>⇒ Project Amount: \$11,434.00</p> <p>⇒ Status: Completed</p>
	<p style="text-align: right;">FY20</p> <p style="text-align: center;">New Providence Middle</p> <p>⇒ Contractor: Triple S. Contracting</p> <p>⇒ Description: Demo concrete landing in theatre at NPMS and concreted back for ADA access</p> <p>⇒ Project Amount: \$3,250.00</p> <p>⇒ Status: Complete</p>		<p style="text-align: right;">FY20</p> <p style="text-align: center;">Kenwood High, New Providence Adult Learning Center</p> <p>⇒ Contractor: Greenfield Pavement Coatings</p> <p>⇒ Description: Installed (2) pipe bollards with sign posts at KWHS / install (1) pipe bollard with sign post at NPALC for added visibility of handicap signs</p> <p>⇒ Project Amount: \$1,413.00</p> <p>⇒ Status: Complete</p>

QUARTERLY CONSTRUCTION REPORT

BUILDING MAINTENANCE DEPARTMENT PROJECTS

	<p>Richview Middle</p> <p>⇒ Contractor: Four Seasons Heating & Air</p> <p>⇒ Description: Install new Grease Trap at Richview Middle</p> <p>⇒ Project Amount: \$15,580.00</p> <p>⇒ Status: Complete</p>		<p>Cumberland Heights Elementary</p> <p>⇒ Contractor: C-Tech Controls, Inc.</p> <p>⇒ Description: Upgraded outdated BAS (Building Automation System) at Cumberland Heights Elementary to increase performance & to be more energy efficient</p> <p>⇒ Project Amount: \$78,429.00</p> <p>⇒ Status: Complete</p>
	<p>Moore Magnet Elementary</p> <p>⇒ Contractor: C-Tech Controls, Inc.</p> <p>⇒ Description: Upgraded outdated BAS (Building Automation System) at Moore Magnet Elementary to increase performance & to be more energy efficient</p> <p>⇒ Project Amount: \$79,760.00</p> <p>⇒ Status: Complete</p>		<p>Northeast High</p> <p>⇒ Contractor: C-Tech Controls, Inc.</p> <p>⇒ Description: Upgraded outdated BAS (Building Automation System) at Northeast High to increase performance & to be more energy efficient</p> <p>⇒ Project Amount: \$92,377.00</p> <p>⇒ Status: Complete</p>

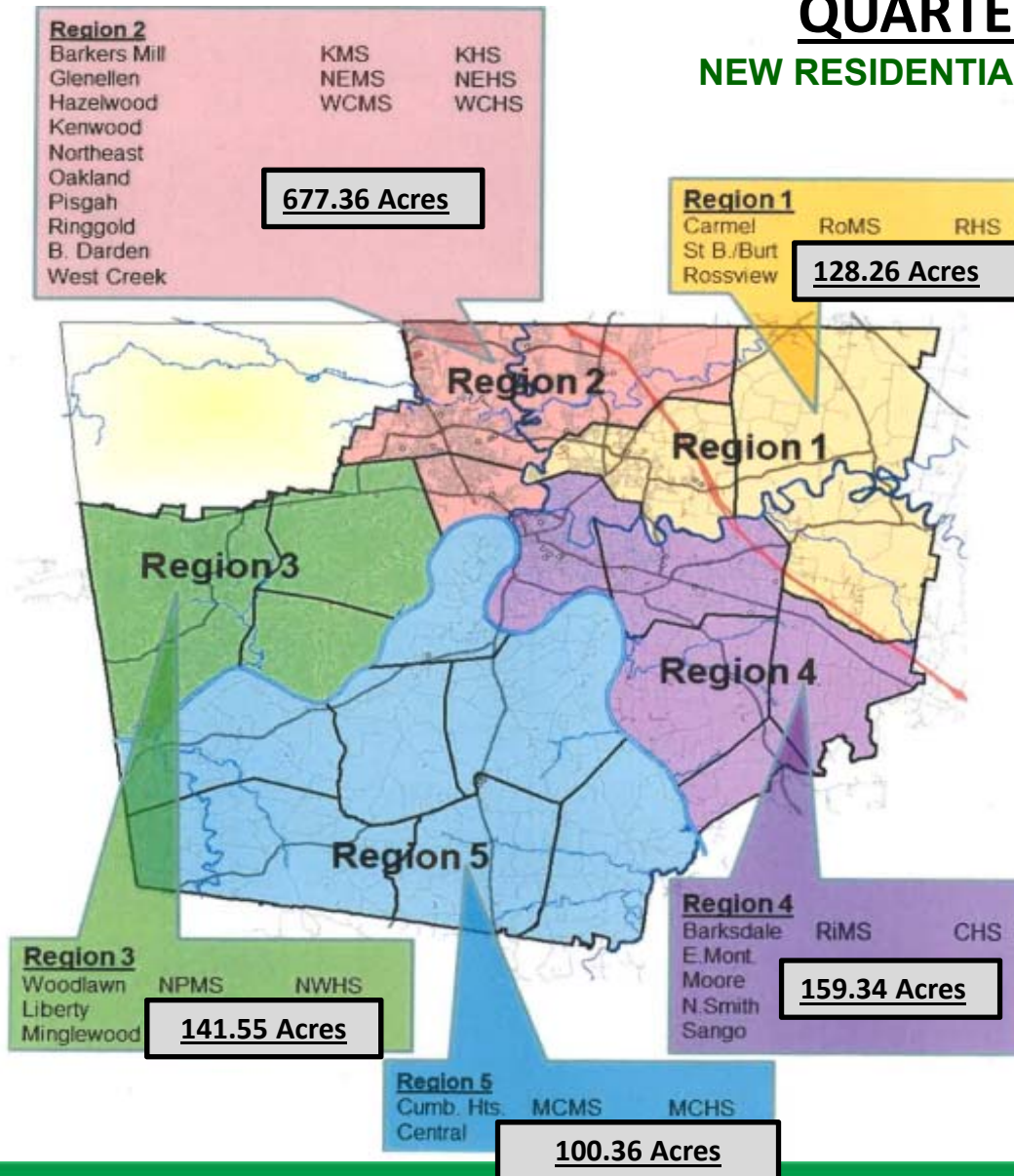
QUARTERLY CONSTRUCTION REPORT

NEW RESIDENTIAL DEVELOPMENT APPROVED THIS QUARTER

New Residential Development Approved this Quarter								
June 2020 - August 2020								
Campus Affected	Number of Acres	Zoning Region	Current Building Capacity %			Current Number of Portable Classrooms		
			Elementary	Middle	High	Elementary	Middle	High
Barksdale Elementary / Richview Middle / Clarksville High	41.64	4	97%	100%	93%	3	2	0
Burt Elementary / Kenwood Middle / Kenwood High	6.95	1	84%	93%	76%	0	0	0
Byrns Darden Elementary / Kenwood Middle / Kenwood High	2.15	2	83%	93%	76%	0	0	0
Carmel Elementary / Rossvie Middle / Rossvie High	35.40	1	83%	117%	76%	0	11	6
Cumberland Heights Elementary / Montgomery Central Middle / Montgomery Central High	15.71	5	77%	102%	79%	0	4	0
East Montgomery Elementary / Richview Middle / Clarksville High	69.69	4	80%	100%	93%	0	2	0
Glenellen Elementary / Kenwood Middle / Kenwood High	81.51	2	101%	93%	76%	4	0	0
Glenellen Elementary / Northeast Middle / Northeast High	64.92	2	101%	109%	86%	4	9	0
Hazelwood Elementary / West Creek Middle / West Creek High	41.34	2	113%	112%	89%	8	10	0
Kenwood Elementary / Kenwood Middle / Kenwood High	13.43	2	89%	93%	76%	0	0	0
Liberty Elementary / New Providence Middle / Northwest High	1.45	3	104%	96%	84%	4	1	0
Minglewood Elementary / New Providence Middle / Northwest High	30.40	3	79%	96%	84%	4	1	0
Montgomery Central Elementary / Montgomery Central Middle / Montgomery Central High	84.65	5	96%	102%	79%	0	4	0
Moore Elementary / Richview Middle / Clarksville High	7.86	4	90%	100%	93%	1	2	0
Norman Smith Elementary / Montgomery Central Middle / Montgomery Central High	39.12	4	88%	102%	79%	5	4	0
Norman Smith Elementary / Rossvie Middle / Rossvie High	1.03	4	88%	117%	110%	5	11	6
Oakland Elementary / Northeast Middle / Northeast High	202.62	2	114%	109%	86%	6	9	0
Oakland Elementary / Rossvie Middle / Rossvie High	230.00	2	114%	117%	110%	6	11	6
Pisgah Elementary / West Creek Middle / West Creek High	8.90	2	96%	112%	89%	0	10	0
Ringgold Elementary / West Creek Middle / West Creek High	9.61	2	99%	112%	89%	3	10	0
Rossvie Elementary / Rossvie Middle / Rossvie High	82.41	1	124%	117%	110%	11	11	6
St. Bethlehem Elementary / Kenwood Middle / Kenwood High	3.50	1	78%	93%	76%	0	0	0
West Creek Elementary / West Creek Middle / West Creek High	22.88	2	111%	112%	89%	7	10	0
Woodlawn Elementary / New Providence Middle / Northwest High	109.70	3	100%	96%	84%	1	1	0
Total Acres Approved	1,206.87							

QUARTERLY CONSTRUCTION REPORT

NEW RESIDENTIAL DEVELOPMENT APPROVED THIS QUARTER



Residential Development Acres Approved by Zoning Region June - August 2020	
Zoning Region	Acres Approved
1	128.26
2	677.36
3	141.55
4	159.34
5	100.36
Total Acres	1,206.87

Residential Development Acres Approved January - August 2020
2,673.15



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

August 31, 2020

The Honorable Jim Durrett, Mayor
and Board of Commissioners
Montgomery County
P.O. Box 368
Clarksville, TN 37040

Dear Mayor Durrett and Members of the Board:

This letter acknowledges receipt of a certified copy of the fiscal year 2021 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be sent to our office for formal acknowledgement after they are approved by the local governing body (submit to: LGF@cot.tn.gov).

This letter constitutes approval, by our office, for the County's fiscal year 2021 budget as adopted by the County Commission.

Changes to our Office

We are enclosing a memorandum about the newly created Division of Local Government Finance within the Comptroller's Office.

If you should have questions or need assistance regarding statutory budget requirements, please refer to our online resources on our website or feel free to contact your financial analyst, Adam Tschida, at 615.747.5340 or Adam.Tschida@cot.tn.gov.

Very truly yours,

A handwritten signature in blue ink, appearing to read "B. Knotts".

Betsy Knotts
Director of the Division of Local Government Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit

Enclosure: Comptroller's Memorandum Regarding New Division

BK:at