OCTOBER 10, 2016

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, October 10, 2016, at 6:00 P.M. at the Montgomery County Courthouse. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Jeff Truitt, Chief of Staff, Kellie A. Jackson, County Clerk, Mark Stone, Deputy Sheriff, Tim Harvey, County Attorney, Jeff Taylor, Director of Accounts and Budgets, and the following Commissioners:

Ed Baggett	Arnold Hodges	Audrey Tooley
Martha Brockman	Jason A. Hodges	Tommy Vallejos
Brandon Butts	Garland Johnson	
Joe L. Creek	Charles Keene	
John M. Gannon	Robert Nichols	
Robert Gibbs	Wallace Redd	
Monroe Gildersleeve	Ron J. Sokol	

PRESENT: 16

ABSENT: Jerry Allbert, John M. Genis, David Harper, and Larry Rocconi (4)

VACANT: District 4 (1)

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

BOARD OF COMMISSIONERS **AGENDA** **OCTOBER 10, 2016**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION – Chaplain Joe Creek

ROLL CALL

APPROVAL OF SEPTEMBER 12, 2016 MINUTES

VOTE ON ZONING RESOLUTIONS

CZ-15-2016: Application of Susanne Butler from R-1 to AGC, Agricultural Commercial District

CZ-16-2016: Application of Rachel Shepherd from R-1 to C-5

CZ-17-2016: Application of Charles Ogburn from AG to R-1

CZ-18-2016: Application of Clinton Barger from R-1 to R-1A

ELECTION PROCESS FOR DISTRICT 4 COMMISSIONER:

ELECTION OF DISTRICT 4 COMMISSIONER

SWEAR-IN DISTRICT 4 COMMISSIONER – County Mayor

DISTRICT 4 COMMISSIONER TO TAKE SEAT

VOTE ON OTHER RESOLUTIONS

16-10-1: Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2016-17 School Budget

16-10-2: Resolution to Amend the Interlocal Agreement between the County of Montgomery and County of Stewart for the Joint Operation and Maintenance of a Solid Waste Collection and Disposal System

16-10-3: Resolution Requesting Support of Legislation Regarding Local Determination of Broadband and Internet Services

16-10-4: Resolution to Allow a Political Subdivision of the State of Tennessee to Contribute to a Tax Deferred Retirement Plan in Accordance with Tennessee Code Annotated, Title 8, Chapters 34-37

16-10-5: Resolution to Change Montgomery County Government's 401(A) or 401(K) Defined Contribution Plan Administrator

16-10-6: Resolution to Change Montgomery County Government's 457 Defined Contribution Plan Administrator

16-10-7: Resolution to Approve an Interlocal Contract Between Montgomery County, Montgomery County E911 Board and the City of Clarksville for the Purchase of a Computer Aided Dispatch System (CAD) and Mobile Licenses

16-10-8: Resolution Approving and Authorizing the County Mayor to Undertake Efforts to Rename a Portion of Rossview Road as Hankook Road

16-10-9: Initial Resolution Authorizing the Issuance of Not to Exceed Twenty Million Dollars ($20,000,000) General Obligation Public Improvement Bonds of Montgomery County, Tennessee

16-10-10: Resolution Authorizing the Issuance of General Obligation Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount of Not to Exceed $32,000,000, in One of More Series; Making Provision for the Issuance, Sale and Payment of Said Bonds, Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds

UNFINISHED BUSINESS – Waived Court Fees

REPORTS

1. County Clerk's Report – **(requires approval by Commission)**

REPORTS FILED

1. Trustee's Release List
2. Building & Codes Monthly Report
3. **Highway Dept: County Road List, July 1, 2016 – Sept. 30, 2016 (needs approval)**
4. **Accounts and Budgets Monthly Report**
5. **Montgomery County Refunding Report**
6. **Trustees Monthly Report**

NOMINATING COMMITTEE NOMINATIONS – Commissioner Robert Nichols, Chairperson

COUNTY MAYOR APPOINTMENTS – Mayor Durrett

ANNOUNCEMENTS

1. Reminder: Congressman Marsha Blackburn will be here on October 19 in the large conference room at 4:00 to meet with County Commissioners, Elected Officials and Department Heads. Please make plans to attend.
2. Please join us at the Student Initiated Smoke Free Community Sign unveiling on Tuesday, October 25, at 4:00 in front of the Public Library. Invitation is on your desk.

ADJOURN

COUNTY COMMISSION MINUTES FOR

SEPTEMBER 12, 2016

SUBMITTED FOR APPROVAL OCTOBER 10, 2016

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, September 12, 2016, at 6:00 P.M. at the Montgomery County Courthouse. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Jeff Truitt, Chief of Staff, Kellie A. Jackson, County Clerk, John Fuson, Sheriff, Tim Harvey, County Attorney, Jeff Taylor, Director of Accounts and Budgets, and the following Commissioners:

Jerry Allbert	Robert Gibbs	Robert Nichols
Ed Baggett	Monroe Gildersleeve	Wallace Redd
Martha Brockman	David Harper	Mark Riggins
Brandon Butts	Arnold Hodges	Larry Rocconi
Joe L. Creek	Jason A. Hodges	Ron J. Sokol
John M. Gannon	Garland Johnson	Audrey Tooley
John M. Genis	Charles Keene	Tommy Vallejos

PRESENT: 21

ABSENT: None

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

A Proclamation, in memory of Donny Everett, was presented to Teddy and Susan Everett by Mayor Durrett.

A Proclamation was presented to Commissioner Mark Riggins for six years of loyal and dedicated service to Montgomery County Government by Mayor Durrett.

Mayor Jim Durrett was elected Chairman of the Legislative Body.

Commissioner Robert Nichols was elected Chairperson Pro Tempore of the Legislative Body.

The minutes of the August 8, 2016, meeting of the Board of Commissioners, were approved.

The following Resolutions were Adopted:

CZ-14-2016	Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Mattie Brown
16-9-1	Resolution Amending the Budget of the Montgomery County Veterans Service Organization
16-9-2	Resolution to Accept Grant Funding for Montgomery County Animal Care and Control through Maddie's Fund
16-9-3	Amended Resolution to Acknowledge and Agree to Certain Terms and Conditions Regarding Participation in the Tennessee Consolidated Retirement System
16-9-4	Amended Resolution to Authorize a Joint Venture's Participation in the Tennessee Consolidated Retirement System in Accordance with Tennessee Code Annotated Title 8, Chapters 34-37
16-9-5	Resolution to Adopt the 2017 Legislative Agenda as Presented by the Legislative Liaison Committee
16-9-6	Resolution of the Montgomery County Board of Commissioners Authorizing the Acceptance of State Grant Funds from the Tennessee Department of Mental Health and Substance Abuse Services
16-9-7	Resolution to Charge Off Debts in the Montgomery County Clerk's Office
16-9-8	Resolution to Amend the Budgets of Various Funds for Fiscal Year 2017 in Certain Areas of Revenues and Expenditures

The following Resolution Failed:

CZ-13-2016 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Cecil Travis, Jr.

The County Clerk's Report for the month of August was Adopted.

Reports Filed:

1. Financial Report – Sheriff's Office
2. Financial Report – Circuit Court, General Sessions Court, and Juvenile Court
3. Financial Report – Trustee
4. Year to Date Report of Public School Funds – Trustee
5. TRAN Authorization Letter
6. Highway Department – Quarterly Report
7. Highway Department – Yearly Report
8. Adequate Facilities Tax and Permit Revenue Reports for August, 2016
9. Trustee's Monthly Report
10. Accounts & Budgets Monthly Report
11. CMCSS Quarterly Financial Report
12. CMCSS Quarterly Construction Report

Nominating Committee Nominations Approved:

CHAIRMAN OF THE COUNTY LEGISLATIVE BODY 1-year term
County Mayor Jim Durrett nominated to serve as Chairman for a one-year term to expire September, 2017.

CHAIRPERSON PRO TEMPORE OF THE LEGISLATIVE BODY 1-year term
Commissioner Robert Nichols nominated to serve a one-year term to expire September, 2017.

HIGHWAY COMMISSION 4-year term
Ed Groves nominated to serve another four-year term to expire September, 2020.
Orville Lewis has been filling an unexpired term and is now eligible to be nominated to serve his first full four-year term to expire September, 2020.

Mayor Nomination Approved:

JUDICIAL COMMISSIONER 1-year term
Kathy Claiborne (part-time employee) nominated to serve another one-year term to expire September, 2017.

Mayor Appointment Approved:

PORT AUTHORITY 5-year staggered terms
Bill Kimbrough appointed to replace Ben Kimbrough for a five-year term to expire September, 2021.

Mayor Appointments Announced:

CHAPLAIN OF LEGISLATIVE BODY 1-year term
Joe Creek appointed to serve a one-year term to expire September, 2017.

REGIONAL HISTORIC ZONING COMMISSION 5-year term
Sally P. Castleman appointed to replace Doug Jones as Architect, for a five-year term to expire September, 2021.

The Board was adjourned.

Submitted by:

Kellie A. Jackson

Kellie A. Jackson
County Clerk

COUNTY CLERK
SEAL
MONTGOMERY COUNTY, TN

On Motion to Adopt by Commissioner Creek, seconded by Commissioner J. Hodges, the foregoing September 12, 2016, Minutes of the Board of County Commissioners, presented by Kellie A. Jackson, County Clerk, were Approved unanimously by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Vacant	---	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 16 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

CZ-15-2016

RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF SUSANNE BUTLER

WHEREAS, an application for a zone change from R-1 Single-Family Residential District to AGC Agricultural Commercial District has been submitted by Susanne Butler and

WHEREAS, said property is identified as County Tax Map 34, parcel 24.01, containing 1.8 acres, situated in Civil District 13, located Property fronting on the east frontage of the Kirkwood Rd., 350 +/- feet north of the Kirkwood Rd. & Dunlop Ln. intersection.; and

WHEREAS, said property is described as follows:

Beginning at an old iron pin located in the easterly right of way margin of Kirkwood Rd., said iron pin being located 207.5 feet, north of centerline of Dunlop Lane and also being the northwestern corner of the L.C. Adams, Et Al property; thence as measured along the said right of way margin of Kirkwood Rd., North 7 degrees, 32 minutes, 30 seconds east 281.62 feet to an old iron pin; thence leaving said right of way margin South 10 degrees, 50 minutes, 50 seconds West, 147.04 feet to an old iron pin; thence north 81 degrees 41 minutes 25 seconds west 257.71 feet to the point of beginning and containing 1.8 +/- acres, further identified as Tax Map 34, Parcel 24.01

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 10th day of October, 2016, that the zone classification of the property of Susanne Butler from R-1 to AGC is hereby approved.

Duly passed and approved this 10th day of October, 2016.

Sponsor David A. Rippole

Commissioner Robert G. Nichols

Approved _____

County Mayor

Attested: _____

County Clerk

(This Resolution Failed by the following roll call vote.)

CZ-15-2016

On Motion to Adopt by Commissioner Gannon, seconded by Commissioner Keene, the foregoing Zoning Resolution Failed by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	N	8	Ron J. Sokol	N	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	N
3	Ed Baggett	N	10	Martha Brockman	N	17	Jason A. Hodges	N
4	Vacant	---	11	Joe L. Creek	N	18	Monroe Gildersleeve	N
5	Robert Gibbs	N	12	Robert Nichols	N	19	Garland Johnson	N
6	Arnold Hodges	N	13	Audrey Tooley	N	20	Jerry Allbert	---
7	Brandon Butts	N	14	Tommy Vallejos	N	21	Larry Rocconi	---

Yeses – 1 Noes – 15 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

CZ-16-2016

RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF RACHEL SHEPHERD

WHEREAS, an application for a zone change from R-1 Single-Family Residential District to C-5 Highway & Arterial Commercial District has been submitted by Rachel Shepherd and

WHEREAS, said property is identified as County Tax Map 53, parcel 6.00, containing 1.59 acres, situated in Civil District 13, located Property fronting on the west frontage of Butts Dr. 200 +/- feet north of the Dover Rd. & Butts Dr. intersection; and

WHEREAS, said property is described as follows:

Beginning at a point, said point being 242 +/- feet north of the centerline of the Butts Dr. & Dover Rd. intersection, said point being the northeast corner of the Erle M. Butts property and the southeast corner of the herein described tract, thence in a westerly direction 169 +/- feet with the northern boundary of the Butts property, to a point said point being in the eastern boundary of the C Blackwell Construction Inc. thence in a northerly direction 375 +/- feet with the eastern boundary of the C Blackwell Construction Inc. and others to a point, said point being the southwest corner of the Erle M. Butts property and the northwest corner of the herein described tract, thence in a easterly direction 206 +/- feet east with the southern boundary of the Butts property to a point, said point being in the western ROW margin of Butts Dr., thence in a southerly direction 354 +/- feet with the western ROW margin of Butts Dr. to the point of beginning, said tract containing 1.59 +/- acres, further identified as Tax map 53, parcel 6.00

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 10th day of October, 2016, that the zone classification of the property of Rachel Shepherd from R-1 to C-5 is hereby approved.

Duly passed and approved this 10th day of October, 2016.

Sponsor David A. Ripple

Commissioner Robert G. Nichols

Approved _____

County Mayor

Attested: Kellie A. Jackson

County Clerk

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

CZ-16-2016

On Motion to Adopt by Commissioner Baggett, seconded by Commissioner J. Hodges, the foregoing Zoning Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Vacant	---	11	Joe L. Creek	Y	18	Monroe Gildersleeve	N
5	Robert Gibbs	N	12	Robert Nichols	N	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	N	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 12 Noes – 4 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

CZ-17-2016

RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF CHARLES OGBURN

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

WHEREAS, said property is identified as County Tax Map 82, parcel 28.01, containing 2.39 acres, situated in Civil District 13, located Property fronting on the south frontage of Trough Springs Rd., 650 +/- feet northeast of the Trough Springs Rd. & Promenade Dr. intersection.; and

WHEREAS, said property is described as follows:

Beginning at a point, said point being 432 +/- feet northwest of the centerline of the Trough Springs Rd and Promenade Dr. intersection, said point being the northwest corner of the John E. Ogburn property, thence in a southerly direction 489 +/- feet with the western boundary of the John E. Ogburn property to a point, said point being the northeast corner of the James Glen Brazil property, thence in a westerly direction 253 +/- feet with the northern boundary of the Brazil property to a point, said point being in the eastern boundary of the Jessica Thurston property, thence in a northerly direction 353 +/- feet with the eastern boundary of the Thurston property to a point, said point being the southeast corner of the Charles Ogburn property, thence in a easterly direction 147 +/- feet and a northerly direction 214+/- feet with the southern and eastern boundary of the Ogburn property to a point, said point being in the southern ROW margin of Trough Springs Rd., thence in a easterly direction 120 +/- feet with the southern ROW margin of Trough Springs Rd. to the point of beginning, said tract containing 2.39 +/- acres, further identified as Tax Map 82, Parcel 28.01

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 10th day of October, 2016, that the zone classification of the property of Charles Ogburn from AG to R-1 is hereby approved.

Duly passed and approved this 10th day of October, 2016.

Sponsor David A. Ripple

Commissioner Robert G. Nichols

Approved J. Durrett

County Mayor

Attested: Kellie A. Jackson

County Clerk

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

CZ-17-2016

On Motion to Adopt by Commissioner Tooley, seconded by Commissioner Gannon, the foregoing Zoning Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Vacant	---	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 16 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

CZ-18-2016

RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF CLINTON BARGER

WHEREAS, an application for a zone change from R-1 Single-Family Residential District to R-1A Single-Family Residential District has been submitted by Clinton Barger and

WHEREAS, said property is identified as County Tax Map 87, parcel 95.01, containing 5.02 acres, situated in Civil District 13, located Property located at the southern most terminus of Dabney Lane.; and

WHEREAS, said property is described as follows:

Beginning at the point in the southeast corner of Poplar Hill subdivision Section 3 as recorded in PB 14, Page 32 ROMCT, lying in the north property line of the Derrick Comperry property as recorded in ORV 1319, Page 404 ROMCT, also being the southwest corner of Barger property; Thence leaving Comperry property along the east boundary of Section 3, North 07 degrees 13 minutes 39 seconds East for 589.07 feet to a point, being the southwest corner of the Ewing Buckner property as recorded in ORV 161, Page 408 ROMCT, said point being the northwest corner of herein described parcel; Thence leaving section 3 along Buckner south property line on a new zone line, South 83 degrees 06 minutes 00 seconds East for 375.37 feet to a point, also being the northeast corner of herein described parcel; Thence leaving Buckner property on a new zone line, South 08 degrees 28 minutes 50 seconds West for 596.68 feet to a point, lying in Comperry north property line, also being the southeast corner of herein described parcel; Thence along Comperry north property line, North 81 degrees 55 minutes 49 seconds West for 362.36 feet to the point of beginning. This parcel contains 5.02 acres more or less. Further identified as portion of Tax Map 87, Parcel 95.01

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 10th day of October, 2016, that the zone classification of the property of Clinton Barger from R-1 to R-1A is hereby approved.

Duly passed and approved this 10th day of October, 2016.

Sponsor David A. Ripple

Commissioner Kent G. Nichols

Approved _____

County Mayor

Attested: _____

County Clerk

(This Resolution was Deferred by the following roll call vote.)

CZ-18-2016

On Motion by Commissioner Gannon, seconded by Commissioner Butts, to Defer until the next Formal meeting. The foregoing Zoning Resolution was Deferred by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Vacant	---	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 16 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

Election of District 4 Commissioner:

The floor was opened for the Commissioners to make Nominations.

The following candidates were Nominated by Commissioner Gannon:

Lindsey Fain
Eric Gregory
Travis Holleman
Curt Mize
Joe Weyant

Each candidate was given five (5) minutes to speak before the voting process began.

Vote # 1

			1	2	3	4	5	6	7	8	9	10	11	12
District	Commissioner	Present	Lindsey Fain	Eric Gregory	Travis Holleman	Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P				X							Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P			X								Registered	
18	Monroe Gildersleeve	P			X								Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	4	3	3	6	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 2

District	Commissioner	Present	1 Lindsey Fain	2 Eric Gregory	3 Travis Holleman	4 Curt Mize	5 Joe Weyant	6 E	7 E	8 E	9 E	10 E	11 Vote Registered	12 Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P				X							Registered	
17	Jason A. Hodges	P			X								Registered	
18	Monroe Gildersleeve	P			X								Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	5	3	3	5	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 3

			1	2	3	4	5	6	7	8	9	10	11	12
District	Commissioner	Present	Lindsey Fain	Eric Gregory	Travis Holleman	Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P			X								Registered	
18	Monroe Gildersleeve	P			X								Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	5	3	2	6	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 4

District	Commissioner	Present	1 Lindsey Fain	2 Eric Gregory	3 Travis Holleman	4 Curt Mize	5 Joe Weyant	6 E	7 E	8 E	9 E	10 E	11 Vote Registered	12 Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P			X								Registered	
18	Monroe Gildersleeve	P			X								Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	5	3	2	6	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 5

District	Commissioner	Present	1 Lindsey Fain	2 Eric Gregory	3 Travis Holleman	4 Curt Mize	5 Joe Weyant	6 E	7 E	8 E	9 E	10 E	11 Vote Registered	12 Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P			X								Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	6	2	2	6	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 6

District	Commissioner	Present	1	2	3	4	5	6	7	8	9	10	11	12
				Eric Gregory	Travis Holleman	Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	7	1	2	6	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 7

District	Commissioner	Present	1	2	3	4	5	6	7	8	9	10	11	12
				Eric Gregory	Travis Holleman	Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	7	1	2	6	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 8

District	Commissioner	Present	1	2	3	4	5	6	7	8	9	10	11	12
				Eric Gregory	Travis Holleman	Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	7	1	2	6	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 9

District	Commissioner	Present	1	2	3	4	5	6	7	8	9	10	11	12
				Eric Gregory	Travis Holleman	Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P			X								Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	7	1	2	6	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 10

			1	2	3	4	5	6	7	8	9	10	11	12
District	Commissioner	Present		Eric Gregory	Travis Holleman	Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P					X						Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	7	0	2	7	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 11

District	Commissioner	Present	1	2	3	4	5	6	7	8	9	10	11	12
				Eric Gregory		Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P				X							Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P					X						Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	7	0	2	7	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 12

District	Commissioner	Present	1	2	3	4	5	6	7	8	9	10	11	12
				Eric Gregory		Curt Mize	Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P				X							Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P					X						Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P					X						Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	7	0	1	8	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 13

District	Commissioner	Present	1	2	3	4	5	6	7	8	9	10	11	12
				Eric Gregory			Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P					X						Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P					X						Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P					X						Registered	
12	Robert Nichols	P		X									Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	7	0	0	9	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 14

District	Commissioner	Present	1	2	3	4	5	6	7	8	9	10	11	12
				Eric Gregory			Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P					X						Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P					X						Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P					X						Registered	
12	Robert Nichols	P					X						Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P		X									Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P		X									Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	6	0	0	10	0	0	0	0	0	16	Fail

# of members in Body	20
Required for Majority	11

Vote # 15

			1	2	3	4	5	6	7	8	9	10	11	12
District	Commissioner	Present		Eric Gregory			Joe Weyant	E	E	E	E	E	Vote Registered	Pass/Fail
1	John Gannon	P					X						Registered	
2	Charles Keene	P		X									Registered	
3	Ed Baggett	P		X									Registered	
4	Vacant												Absent	
5	Robert Gibbs	P					X						Registered	
6	Arnold Hodges	P					X						Registered	
7	Brandon Butts	P					X						Registered	
8	Ron J. Sokol	P					X						Registered	
9	John M. Genis												Absent	
10	Martha Brockman	P		X									Registered	
11	Joe L. Creek	P					X						Registered	
12	Robert Nichols	P					X						Registered	
13	Audrey Tooley	P					X						Registered	
14	Tommy Vallejos	P					X						Registered	
15	David Harper												Absent	
16	Wallace Redd	P					X						Registered	
17	Jason A. Hodges	P					X						Registered	
18	Monroe Gildersleeve	P		X									Registered	
19	Garland Johnson	P					X						Registered	
20	Jerry Allbert												Absent	
21	Larry Rocconi												Absent	
	Totals:	16	0	4	0	0	12	0	0	0	0	0	16	Pass

# of members in Body	20
Required for Majority	11

Joe Weyant was elected to fill the vacancy of District 4 Commission Seat, and was sworn in by Mayor Durrett.

Joe Weyant took his seat as District 4 County Commissioner.

Mayor Durrett called for a five minute recess.

The Minutes shall reflect seventeen (17) Commissioners present prior to voting on the remaining Agenda items.

RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS APPROVING AMENDMENTS TO THE 2016-17 SCHOOL BUDGET

WHEREAS, the proposed amendments to the General Purpose School Fund, Transportation Fund and Extended School Program Fund Budgets 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 September 20th, 2016, 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 10th day of October, 2016, that the 2016-17 School Budget be amended as per the attached schedules.

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

2016.

CMCSS

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Estimated Revenues					
Local Revenues					
Current Property Tax	28,426,300	28,426,300	-	28,426,300	
Trustees Collection - Prior Years	1,000,000	1,000,000	-	1,000,000	
Cir. Clk/Clk Mastr Coll	208,651	208,651	-	208,651	
Interest & Penalties	288,000	288,000	-	288,000	
Payments In Lieu of Taxes (Utility)	704,409	704,409	-	704,409	
Local Option Sales Tax	47,600,000	47,600,000	-	47,600,000	
Wheel Tax	4,525,000	4,525,000	(200,000)	4,325,000	Based on last year's actual collections
Business Tax	723,216	723,216	-	723,216	
Mixed Drink Tax	392,024	392,024	-	392,024	
Bank Excise Tax	108,960	108,960	-	108,960	
Interstate Telecommunications Tax	15,200	15,200	-	15,200	
Archives & Records Management Fee	7,660	7,660	-	7,660	
Tuition - Regular Day Students	40,000	40,000	-	40,000	
School Based Health Program	76,720	76,720	-	76,720	
Criminal Background Fee	48,000	48,000	-	48,000	
Other charges for services	20,475	20,475	-	20,475	
Lease/Rentals	190,000	190,000	-	190,000	
Sale of Recycled Materials	3,100	3,100	-	3,100	
E-Rate Funding	30,000	30,000	-	30,000	
Misc. Refund - Other	38,329	38,329	-	38,329	
Sale of Equipment	200,000	200,000	100,000	300,000	Based on year-to-date collections
Damages from Individuals	1,000	1,000	-	1,000	
Contributions & Gifts	64,404	64,404	-	64,404	
Total Local Revenues	**84,711,448**	**84,711,448**	**(100,000)**	**84,611,448**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
State Revenues					
Transition School To Work	109,467	109,467	21,750	131,217	Transition School to Work Contract
Basic Education Program	142,409,000	142,409,000	(682,000)	141,727,000	Based on state projections
Early Childhood Education	1,833,517	1,833,517	-	1,833,517	
Other State Education Funds	144,000	144,000	5,000	149,000	Ready to be Ready Grant
Career Ladder Program	455,400	455,400	-	455,400	
Income Tax	145,041	145,041	-	145,041	
Total State Revenues	**145,096,425**	**145,096,425**	**(655,250)**	**144,441,175**	
Federal Revenues					
Public Law 874 (Impact Aid)	2,700,000	2,700,000	-	2,700,000	
JROTC	603,000	603,000	-	603,000	
Adult Literacy	32,000	32,000	-	32,000	
Total Federal Revenues	**3,335,000**	**3,335,000**	**-**	**3,335,000**	
Non-Revenue Sources					
Insurance Recovery	25,000	25,000	-	25,000	
Operating Transfers	488,700	488,700	-	488,700	
Total Non-Revenue Sources	**513,700**	**513,700**	**-**	**513,700**	
Total Revenues	**233,656,573**	**233,656,573**	**(755,250)**	**232,901,323**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Beginning Reserves and Fund Balance					
Reserve for On-The-Job Injury	402,218	402,218	-	402,218	
Reserve for Property & Liability Insurance	781,000	781,000	-	781,000	
Reserve for BEP	-	-	6,131	6,131	State mandated reserve
Reserve for Career Ladder	6,068	6,068	(2,234)	3,834	State mandated reserve
Assign for Education - Munis Systems	500,000	500,000	-	500,000	
Assign for Education - School Bus Replacements	3,100,000	3,100,000	-	3,100,000	
Assign for Technology Equipment, Purchases and Leases	5,033,000	5,033,000	-	5,033,000	
Assign for Education - TCRS	654,000	654,000	-	654,000	
Total Reserves	**10,476,286**	**10,476,286**	**3,897**	**10,480,183**	
Beginning Fund Balance	**17,713,000**	**17,713,000**	**636,297**	**18,349,297**	Actual Fund Balance as of 6/30/16
Total Reserves and Fund Balance	**28,189,286**	**28,189,286**	**640,194**	**28,829,480**	
Total Available Funds	**261,845,859**	**261,845,859**	**(115,056)**	**261,730,803**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Expenditures (Appropriations)					
71100 - Regular Instruction					
Salaries	86,608,766	86,608,766	(60,000)	86,548,766	Based on education/experience requirements
Employee Benefits	27,723,020	27,723,020	-	27,723,020	
Contracted Services	554,700	554,700	-	554,700	
Supplies and Materials	2,219,731	2,219,731	5,000	2,224,731	Ready to be Ready Grant
Equipment	32,200	32,200	-	32,200	
Student Fee Waivers	471,562	471,562	-	471,562	
Total 71100 - Regular Instruction	**117,609,979**	**117,609,979**	**(55,000)**	**117,554,979**	
71150 - Alternative School					
Salaries	824,209	824,209	-	824,209	
Employee Benefits	238,187	238,187	-	238,187	
Contracted Services	529,600	529,600	-	529,600	
Supplies and Materials	3,000	3,000	-	3,000	
Total 71150 - Alternative School	**1,594,996**	**1,594,996**	**-**	**1,594,996**	
71200 - Special Education					
Salaries	19,262,045	19,262,045	38,480	19,300,525	Staffing based on needs of students
Employee Benefits	6,432,894	6,432,894	15,897	6,448,791	Associated benefits
Contracted Services	34,500	34,500	-	34,500	
Supplies and Materials	85,000	85,000	-	85,000	
Equipment	10,000	10,000	-	10,000	
Total 71200 - Special Education	**25,824,439**	**25,824,439**	**54,377**	**25,878,816**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
71300 - Vocational Education					
Salaries	3,522,456	3,522,456	-	3,522,456	
Employee Benefits	1,209,802	1,209,802	-	1,209,802	
Contracted Services	1,500	1,500	-	1,500	
Supplies and Materials	240,350	240,350	4,000	244,350	School allocations based on growth
Equipment	80,000	80,000	60,000	140,000	Greenhouse - MCHS
Total 71300 - Vocational Education	**5,054,108**	**5,054,108**	**64,000**	**5,118,108**	
72110 - Student Services					
Salaries	604,914	604,914	-	604,914	
Employee Benefits	191,077	191,077	-	191,077	
Contracted Services	7,100	7,100	-	7,100	
Supplies and Materials	9,900	9,900	-	9,900	
Staff Development	7,000	7,000	-	7,000	
Total 72110 - Student Services	**819,991**	**819,991**	**-**	**819,991**	
72120 - Health Services					
Salaries	1,165,529	1,165,529	-	1,165,529	
Employee Benefits	427,427	427,427	-	427,427	
Contracted Services	1,000	1,000	-	1,000	
Supplies and Materials	29,395	29,395	-	29,395	
Equipment	2,000	2,000	-	2,000	
Total 72120 - Health Services	**1,625,351**	**1,625,351**	**-**	**1,625,351**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72130 - Other Student Support					
Salaries	5,980,094	5,980,094	-	5,980,094	
Employee Benefits	1,829,723	1,829,723	-	1,829,723	
Contracted Services	277,228	277,228	-	277,228	
Supplies and Materials	1,200	1,200	(1,200)	-	Based on guidance program needs
Total 72130 - Other Student Support	**8,088,245**	**8,088,245**	**(1,200)**	**8,087,045**	
72210 - Regular Instruction Support					
Salaries	8,314,026	8,314,026	34,820	8,348,846	From 72250 per State Chart of Accounts
Employee Benefits	2,643,156	2,643,156	19,151	2,662,307	Associated benefits
Contracted Services	127,869	127,869	1,990	129,859	Surveillance audit expense
Supplies and Materials	984,263	984,263	-	984,263	
Equipment	10,000	10,000	-	10,000	
Staff Development	227,772	227,772	-	227,772	
School to Work/High School Graduation	19,000	19,000	1,500	20,500	High school graduation expense
Total 72210 - Regular Instruction Support	**12,326,086**	**12,326,086**	**57,461**	**12,383,547**	
72215 - Alternative School Support					
Salaries	23,109	23,109	-	23,109	
Employee Benefits	10,922	10,922	-	10,922	
Total 72215 - Alternative School Support	**34,031**	**34,031**	**-**	**34,031**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72220 - Special Education Support					
Salaries	2,248,554	2,248,554	(62,690)	2,185,864	School psychologist vacancies
Employee Benefits	706,738	706,738	(10,438)	696,300	Associated benefits
Contracted Services	43,800	43,800	83,160	126,960	Contract for school psychologists
Supplies and Materials	89,789	89,789	-	89,789	
Equipment	500	500	-	500	
Staff Development	20,500	20,500	-	20,500	
Total 72220 - Special Education Support	**3,109,881**	**3,109,881**	**10,032**	**3,119,913**	
72230 - Vocational Education Support					
Salaries	92,128	92,128	-	92,128	
Employee Benefits	27,903	27,903	-	27,903	
Supplies and Materials	1,000	1,000	-	1,000	
Staff Development	1,600	1,600	-	1,600	
Total 72230 - Vocational Education Support	**122,631**	**122,631**	**-**	**122,631**	
72250 - Technology					
Salaries	1,236,887	1,236,887	(34,820)	1,202,067	Position moved per State Chart of Accounts
Employee Benefits	419,033	419,033	(19,151)	399,882	Associated benefits
Contracted Services	4,571,953	4,571,953	378,000	4,949,953	New account for internet services
Supplies and Materials	2,513,743	2,513,743	-	2,513,743	
Equipment	925,000	925,000	-	925,000	
Staff Development	20,000	20,000	-	20,000	
Total 72250 - Technology	**9,686,616**	**9,686,616**	**324,029**	**10,010,645**	
72260 - Adult Education Support					
Salaries	172,512	172,512	-	172,512	
Employee Benefits	28,875	28,875	-	28,875	
Total 72260 - Adult Education Support	**201,387**	**201,387**	**-**	**201,387**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72310 - Board of Education					
Salaries	61,075	61,075	-	61,075	
Employee Benefits	1,181,314	1,181,314	-	1,181,314	
Contracted Services	158,175	158,175	2,075	160,250	Audit services understated
Insurance Premiums	803,347	803,347	1,651	804,998	Based on actual
Trustee's Commission	1,200,000	1,200,000	-	1,200,000	
Staff Development	15,000	15,000	-	15,000	
Background Investigations/Prof. Dev.	62,000	62,000	-	62,000	
Community Relations	500	500	-	500	
Total 72310 - Board of Education	**3,481,411**	**3,481,411**	**3,726**	**3,485,137**	
72320 - Director of Schools					
Salaries	206,941	206,941	-	206,941	
Employee Benefits	63,972	63,972	-	63,972	
Contracted Services	69,000	69,000	-	69,000	
Supplies and Materials	750	750	-	750	
Staff Development	10,600	10,600	-	10,600	
Total 72320 - Director of Schools	**351,263**	**351,263**	**-**	**351,263**	
72320 - Printing and Communications					
Salaries	468,418	468,418	-	468,418	
Employee Benefits	153,972	153,972	-	153,972	
Contracted Services	74,985	74,985	-	74,985	
Supplies and Materials	60,716	60,716	-	60,716	
Equipment	23,189	23,189	-	23,189	
Staff Development	10,249	10,249	-	10,249	
Total 72320 - Printing and Communications	**791,529**	**791,529**	**-**	**791,529**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
72410 - Office of the Principal				
Salaries	12,442,678	12,442,678	-	12,442,678
Employee Benefits	4,523,612	4,523,612	-	4,523,612
Contracted Services	36,533	36,533	-	36,533
Equipment	25,000	25,000	-	25,000
Staff Development	40,000	40,000	-	40,000
Total 72410 - Office of the Principal	**17,067,823**	**17,067,823**	**-**	**17,067,823**
72510 - Business Affairs				
Salaries	1,933,215	1,933,215	-	1,933,215
Employee Benefits	723,630	723,630	-	723,630
Contracted Services	40,285	40,285	-	40,285
Supplies and Materials	39,500	39,500	-	39,500
Staff Development	14,700	14,700	-	14,700
Total 72510 - Business Affairs	**2,751,330**	**2,751,330**	**-**	**2,751,330**
72520 - Human Resources				
Salaries	1,613,518	1,613,518	-	1,613,518
Employee Benefits	517,901	517,901	-	517,901
Contracted Services	60,217	60,217	-	60,217
Supplies and Materials	41,900	41,900	-	41,900
Equipment	360,500	360,500	-	360,500
Staff Development	28,050	28,050	-	28,050
Total 72520 - Human Resources	**2,622,086**	**2,622,086**	**-**	**2,622,086**

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72610 - Operation of Plant					
Salaries	5,390,688	5,390,688	-	5,390,688	
Employee Benefits	2,636,706	2,636,706	-	2,636,706	
Contracted Services	393,665	393,665	-	393,665	
Supplies and Materials	491,803	491,803	-	491,803	
Equipment	62,000	62,000	-	62,000	
Utilities	7,382,000	7,382,000	-	7,382,000	
Insurance Premiums	474,067	474,067	(36,529)	437,538	Based on actual
Staff Development	5,000	5,000	-	5,000	
Total 72610 - Operation of Plant	**16,835,929**	**16,835,929**	**(36,529)**	**16,799,400**	
72620 - Maintenance of Plant					
Salaries	2,573,963	2,573,963	-	2,573,963	
Employee Benefits	1,125,431	1,125,431	-	1,125,431	
Contracted Services	1,879,057	1,879,057	(380,000)	1,499,057	Moved to Technology (new account)
Supplies and Materials	1,258,500	1,258,500	-	1,258,500	
Equipment	2,000	2,000	-	2,000	
Insurance Premiums	56,281	56,281	5,879	62,160	Based on actual
Staff Development	10,000	10,000	-	10,000	
Total 72620 - Maintenance of Plant	**6,905,232**	**6,905,232**	**(374,121)**	**6,531,111**	
73400 - Early Childhood Education					
Salaries	1,603,552	1,603,552	-	1,603,552	
Employee Benefits	620,395	620,395	-	620,395	
Contracted Services	1,000	1,000	-	1,000	
Supplies and Materials	8,000	8,000	-	8,000	
Staff Development	6,000	6,000	-	6,000	
Total 73400 - Early Childhood Education	**2,238,947**	**2,238,947**	**-**	**2,238,947**	

Clarksville-Montgomery County School System
General Purpose School Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
82230 - Debt Service					
Interest Payments	24,375	24,375	-	24,375	
Total 82230 - Debt Service	**24,375**	**24,375**	**-**	**24,375**	
99100 - Interfund Transfers					
	4,081,500	4,081,500	-	4,081,500	
	700,312	700,312	-	700,312	
Total 99100 - Interfund Transfers	**4,781,812**	**4,781,812**	**-**	**4,781,812**	
Total Expenditures	**243,949,478**	**243,949,478**	**46,775**	**243,996,253**	
Ending Reserves and Fund Balance					
Fund Balance	7,419,394	7,419,394	(165,027)	7,254,367	Projected fund balance at 6/30/17
On-The-Job Injury Reserve	402,218	402,218	-	402,218	
Property & Liability Insurance Reserve	781,000	781,000	-	781,000	
BEP Reserve	-	-	6,131	6,131	Projected reserve in 6/30/17
Career Ladder Reserve	6,769	6,769	2,935	3,834	Projected reserve on 6/30/17
Assign for Education - Munis Systems	500,000	500,000	-	500,000	
Assign for Education - School Bus Replacements	3,100,000	3,100,000	-	3,100,000	
Assign for Technology Equipment, Purchases and Leases	5,033,000	5,033,000	-	5,033,000	
Assign for Education - TCRS	654,000	654,000	-	654,000	
Total Reserves and Fund Balance	17,896,381	17,896,381	(161,831)	17,734,550	
Total Expenditures, Reserves and Fund Balance	**261,845,859**	**261,845,859**	**(115,056)**	**261,730,803**	

Clarksville-Montgomery County School System
Transportation Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Estimated Revenues					
Local Revenues					
Current Property Tax	1,909,600	1,909,600	-	1,909,600	
Trustees Collection - Prior Years	60,000	60,000	-	60,000	
Interest & Penalties	15,000	15,000	-	15,000	
Payments In Lieu of Taxes (Utility)	40,275	40,275	-	40,275	
Bank Excise Tax	3,000	3,000	-	3,000	
Sale of Materials & Supplies	2,500	2,500	-	2,500	
Sale of Recycled Materials	3,200	3,200	-	3,200	
Misc. Refund - Other	7,000	7,000	-	7,000	
Sale of Equipment	40,000	40,000	-	40,000	
Damages from Individuals	1,000	1,000	-	1,000	
Total Local Revenues	**2,081,575**	**2,081,575**	**-**	**2,081,575**	
State Revenues - BEP					
Basic Education Program	10,055,000	10,055,000	-	10,055,000	
Total State Revenues - BEP	**10,055,000**	**10,055,000**	**-**	**10,055,000**	
Federal Revenues					
Educ. of the Handicapped Act	1,282,915	1,282,915	-	1,282,915	
Total Federal Revenues	**1,282,915**	**1,282,915**	**-**	**1,282,915**	
Total	**13,419,490**	**13,419,490**	**-**	**13,419,490**	
Total Revenues	**13,419,490**	**13,419,490**	**-**	**13,419,490**	
Beginning Fund Balance	**1,830,886**	**1,830,886**	**387,889**	**2,218,775**	Actual Fund Balance as of 6/30/16
Total Available Funds	**15,250,376**	**15,250,376**	**387,889**	**15,638,265**	

Clarksville-Montgomery County School System
Transportation Fund Budget

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Expenditures (Appropriations)					
72310 - Board of Education					
Trustee's Commission	41,500	41,500	-	41,500	
Total 72310 - Board of Education	**41,500**	**41,500**	**-**	**41,500**	
72710 - Transportation					
Salaries	7,364,869	7,364,869	-	7,364,869	
Employee Benefits	3,348,102	3,348,102	-	3,348,102	
Contracted Services	373,950	373,950	-	373,950	
Supplies and Materials	1,844,850	1,844,850	2,000	1,846,850	Software upgrade
Equipment	1,624,000	1,624,000	-	1,624,000	
Insurance Premiums	135,476	135,476	(20,126)	115,350	Based on actual premiums
Staff Development	30,000	30,000	-	30,000	
Total 72710 - Transportation	**14,721,247**	**14,721,247**	**(18,126)**	**14,703,121**	
Total Expenditures	**14,762,747**	**14,762,747**	**(18,126)**	**14,744,621**	
Ending Fund Balance	**487,629**	**487,629**	**406,015**	**893,644**	Projected fund balance as of 6/30/17
Total Expenditures and Fund Balance	**15,250,376**	**15,250,376**	**387,889**	**15,638,265**	

Clarksville-Montgomery County School System
Extended School Program Fund

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Estimated Revenues					
Local Revenues					
Tuition - Summer School	150,000	150,000	-	150,000	
Tuition - Credit Recovery	7,500	7,500	-	7,500	
Total Local Revenues	**157,500**	**157,500**	-	**157,500**	
Total Revenues	**157,500**	**157,500**	-	**157,500**	
Beginning Fund Balance	**185,385**	**185,385**	**(33,699)**	**151,686**	Projected fund balance as of 6/30/2017
Total Available Funds	**342,885**	**342,885**	**(33,699)**	**309,186**	
Expenditures (Appropriations)					
71100 - Regular Instruction					
Salaries	156,800	156,800	-	156,800	
Employee Benefits	26,496	26,496	-	26,496	
Contracted Services	-	-	525	525	Summer school security
Supplies and Materials	500	500	-	500	
Total 71100 - Regular Instruction	**183,796**	**183,796**	**525**	**184,321**	
72310 - Board of Education					
Trustee's Commission	1,600	1,600	-	1,600	
Total 72310 - Board of Education	**1,600**	**1,600**	-	**1,600**	
72410 - Office of the Principal					
Salaries	9,400	9,400	-	9,400	
Employee Benefits	1,570	1,570	-	1,570	
Total 72410 - Office of the Principal	**10,970**	**10,970**	-	**10,970**	

Clarksville-Montgomery County School System
Extended School Program Fund

	2016-2017 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72610 - Operation of Plant					
Salaries	4,200	4,200	-	4,200	
Employee Benefits	909	909	-	909	
Total 72610 - Operation of Plant	**5,109**	**5,109**	**-**	**5,109**	
Total Expenditures	**201,475**	**201,475**	**525**	**202,000**	
Ending Fund Balance	141,410	141,410	(34,224)	107,186	Projected fund balance as of 6/30/2017
Total Expenditures and Fund Balance	**342,885**	**342,885**	**(33,699)**	**309,186**	

16-10-1

On Motion to Adopt by Commissioner Tooley, seconded by Commissioner Gannon, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

RESOLUTION TO AMEND THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF MONTGOMERY AND COUNTY OF STEWART FOR THE JOINT OPERATION AND MAINTENANCE OF A SOLID WASTE COLLECTION AND DISPOSAL SYSTEM

WHEREAS, an Interlocal Agreement was originally approved and entered into on July 22, 1974 forming Bi-County Solid Waste and same was updated July 11, 1994 and again on May 12, 2014; and

WHEREAS, a study was completed on the current Interlocal Agreement which showed several things that needed to be revised. The Amended Interlocal Agreement, attached hereto, will supersede all other agreements and will be subject to the approval of the Stewart County legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular business session on this 10th day of October, 2016, that the attached Amended Inter-local Agreement between the County of Montgomery and the County of Stewart is hereby approved.

BE IT FURTHER RESOLVED that said Interlocal Agreement shall take effect immediately after passage by the Montgomery County Board of Commissioners and after passage of same Interlocal Agreement by the Stewart County Board of Commissioners.

Duly passed and approved this 10th day of October, 2016.

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

INTER-LOCAL AGREEMENT FOR THE JOINT OPERATION AND MAINTENANCE OF A SOLID WASTE COLLECTION AND DISPOSAL SYSTEM

This agreement entered into on this the _____ day of _____, 20____, between the County of Montgomery and the County of Stewart, each of which is a political subdivision of the State of Tennessee, Witness to:

WHEREAS, each party to this agreement recognizes the need to continue operating a solid waste collection and disposal system for its citizens and residents in compliance with state and federal regulatory requirements; and

WHEREAS, due to geographical proximity, population parity, and the past experience of the joint operation of the solid waste collection and disposal system, the parties agree that it is to their mutual advantage and in the best interests of the citizens of each party that the parties enter into this agreement for the joint operation and maintenance of the solid waste collection and disposal system.

NOW THEREFORE, the County of Montgomery and the County of Stewart do mutually agree that they will continue to jointly and cooperatively operate a solid waste collection and disposal system known as the Bi-County Solid Waste Management System for the duration and manner hereinafter established, for which they do further agree and covenant with each other that:

I.
DEFINITIONS

1. "Solid waste disposal system" shall mean the relationship of the coordinated activities and resources for processing and disposal of solid waste within Montgomery and Stewart Counties and under the supervision of any person or persons engaging in such activities.

2. "Solid waste" means any garbage, refuse, including without limitation recyclable materials when they become discarded and any other discarded material, including solid, liquid, semi-solid, or contained gaseous material, but does not include solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Act, 33 U.S.C. § 1342, or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.S. § 2011, *et seq.*

3. "Solid waste disposal facility" means land, rights in land, buildings, facilities, and equipment suitable or necessary for collecting, receiving, transferring, placing, confining, compacting, treating, or covering solid waste or for processing solid waste by, without limitation, incinerating, composting, separating, grinding, shredding, reducing, or otherwise modifying the characteristics or properties thereof, including all property, real and personal, appurtenant thereto or connected with such works.

4. "Solid Waste Authority" shall mean the Bi-County Solid Waste Management System organized pursuant to the provisions of this contract and its predecessor organized pursuant to an agreement executed on July 22, 1974.

5. "Solid waste collection station" shall mean a place designated by the solid waste authority at which there are containers into which all refuse and waste will be deposited.

6. "Solid waste transfer station" shall mean a place designated by the Board to which refuse and waste will be transferred and processed for further delivery to and disposal at the landfill site.

7. "Board" shall mean the Bi-County Solid Waste Management Board, which shall be a joint board, the organization, composition, authority, and responsibility of which is enunciated in Paragraph III of this agreement.

8. "Governing body" shall mean the body in which the general legislative powers of a municipal corporation are vested and, in the case of counties means the legislative body of the respective county.

II.
DURATION AND TERMINATION

This agreement shall remain in full force and effect for a period of twenty (20) years from and after the date hereof; but the parties may terminate it at any time on the terms and conditions unanimously agreed upon and consented to by them.

Any party hereto may withdraw from this agreement at the beginning of a fiscal year by giving twelve (12) months written notice to the Board and to the other party. Withdrawal by any party hereto does not terminate this agreement or the operation of the solid waste collection and disposal system herein provided for, unless by mutual agreement among all parties the withdrawing party forfeits all interest in and to the assets of the system as herein defined and its right to participate in the management thereof.

III.
ADMINISTRATION OF THE SYSTEM

1. Bi-County Solid Waste Management Board: Pursuant to Tennessee Code Ann. § 68-211-904, there is established a Bi-County Solid Waste Management Board which shall be the agent of the parties for the administration of the system.

2. Composition of the Board: The Board shall be composed of seven (7) members, four (4) of whom shall be appointed by the County Mayor of Montgomery County subject to confirmation by the legislative body of that County, one (1) of whom shall be appointed by the County Mayor of Stewart County subject to confirmation by the legislative body of that county, and the remaining two (2) members being the County Mayor of Montgomery County and the County Mayor of Stewart County.

3. Terms of Members of the Board: Those members appointed by the County Mayor of Montgomery County and confirmed by that respective legislative body, shall serve for one (1), two (2), and three (3) years respectively, from the first day of July next succeeding the date of appointment. The member appointed by the County Mayor of Stewart County and confirmed by that legislative body, shall serve one (1) year respectively, from the first day of July next succeeding the date of appointment. Their successors shall each be appointed for a term of six (6) years by the County Mayors of the respective counties, subject to confirmation. The appointed

members of the Board shall not serve consecutively more than two (2) full six (6) year terms.

4. Bond of Members: Each member shall give bond as may be required by resolutions of the governing bodies of the parties hereto.

5. Compensation of Members: The appointed members shall receive for attending meetings compensation equal to that which commissioners of the Montgomery County Board of County Commissioners receive for attending sessions of that Board, provided that no appointed member shall receive compensation for more than twelve (12) attended meetings in any fiscal year. There will be no compensation for called or special meetings. The County Mayors of Montgomery and Stewart counties shall receive no compensation for attending any meetings of the Board.

6. Quorum and Meetings: A majority of the Board shall constitute a quorum for the transaction of business. A concurring vote of a majority of all the directors shall be necessary for the exercising of any powers granted by Tennessee Code Ann. § 68-211-091, et seq. The Board shall hold regular public meetings at least once a month at such times and places the Board may determine. It may hold special meetings at least once a month at such times and places the Board may determine. It may hold special meetings upon call by the Chairman or by any two members upon appropriate notice. Public notice of the meetings of the Board shall be given according to the applicable requirements of Chapter 442 of the Public Acts of 1974.

7. Officers: The Board shall meet and elect one (1) of its members as Chairperson, one (1) as Vice Chairperson, one (1) as Secretary, and one (1) as Treasurer, and such officers shall annually be elected thereafter in a like manner. The powers and duties of each being those usually pertaining or incidental thereto.

8. Executive Committee: The Board shall elect an Executive Committee to be composed of the Chairman, the Secretary, and one other appointed member. The function of the Executive Committee shall be to carry on the business of the Board between meetings thereof. Minutes of the meetings or of the Executive Committee shall be kept and read at the following meeting of the Board.

9. Rules of Procedure: The Board shall establish its own rules of procedure for the conduct of its business. Any matter not covered by such rules shall be governed by "Robert's Rules of Order".

10. Removal of Members: Any vacancy on the Board shall be filled for the unexpired term by the same governing body which filled the position becoming vacant. Any member appointed may for reasonable cause be removed from office in the same manner and by the same governing body as such member was appointed to office. Before any member's removal is brought before the governing body of a county, he or she shall be given a full hearing before the remaining members of the Board, after adequate notice of such hearing and a report of such hearing shall be forwarded to the appropriate governing body.

11. Authority of the Board: It is the intent of the parties that the Board have all the authority granted by Title 68, Chapter 211 of the Tennessee Code Annotated including, but not limited to, the following:

(a) General Supervision and Control: The Board shall have general supervision of the solid waste disposal system in both Montgomery and Stewart Counties. The Board shall also have: (i) general supervision and control of the employment of clerical, management, and supervisory, and all other personnel necessary and incident to the full and complete administration of the solid waste disposal system; and (ii) the general supervision and control of landfill sites, solid waste collection stations and transfer stations, and all material and equipment, in connection with the system herein provided for.

(b) Director: The Board shall prepare a job description for a Director. The Board shall employ and appoint a Director who shall be a person qualified by training and experience for supervision over the maintenance and operation of the facilities and services herein provided for, and his salary shall be approved by the Board. The Director, if required by the Board, shall give bond in the amount established by the Board.

(c) Acquisition of Real Estate: All real estate and/or interest therein within the geographical limits of a party hereto and necessary for the operation of the system herein provided for, may be acquired by the solid waste authority in the manner authorized by law. The Board shall have the control, supervision, management, and use thereof, and shall hold custody of same only for the purposes herein stated.

(d) Acquisition of Equipment, Materials, Supplies, and Personal Property: All equipment, material, supplies, and other personal property required in the administration and operation of the system shall be acquired by the solid waste authority in its own name in the manner hereinafter stated, but it shall hold and use such equipment, material, supplies, and personal property for the benefit of the parties in proportion to their contribution to the cost of acquisition.

(e) Manner of Acquiring Equipment, Material, and Supplies, etc.: All purchases of contracts for the purchase of supplies, materials, equipment, and contractual services shall be made in compliance and conformity with the 1957 State Purchasing Law, Chapter 14, Tennessee Code Ann. § 5-14-101 through 5-14-116, or the current law being used by the Montgomery County Purchasing Office and shall be processed by the Montgomery County Purchasing Agent.

(f) Legal Counsel: The Board is authorized to employ legal counsel in connection with the organization and operation of the system herein provided for and to pay such legal counsel reasonable compensation.

(g) Personnel Salary, Wage, Benefits and Policy: The Board shall review annually and adopt and implement annually the Montgomery County Personnel Policy and its Wage, Salary, and Benefit matrix (however identified) of wage, salary and benefits of its employees.

(h) Landfill Policy: The Board shall direct the Director not to allow the landfill to be reopened in search of buried material except by court order.

(i) Tipping Fees: ~~The Director has the authority to set tipping fees to be charged private or contract haulers and commercial businesses.~~ The Director will recommend all tipping fees to the Board and the Board shall annually approve a standard rate for all categories of tipping fees and all other fees to be charged to all person or entities, private or contract haulers, and commercial businesses.

12. Budget: ~~The Board shall approve the budget and salary plan for the operation of the system for each fiscal year, said budget to be presented to Accounts & Budgets prior to the fiscal year for which it is prepared.~~ The Board shall approve the budget and salary plan annually. The budget and salary plan shall be in writing listing all employees and all reclassifications from the previous year. Any reclassification within the budget/fiscal year shall be prohibited absent direct Board approval. The budget and salary plan shall be presented to Montgomery County Accounts and Budgets 30 days prior to the fiscal year for which it is prepared.

IV.
DUTIES OF DIRECTOR

1. The Director shall have charge of: (a) all actual construction, (b) the immediate

management and operation of the system, and (c) the enforcement of all rules, regulations, plans, and policies of the Board. He or she shall inspect all delivery of materials, supplies, and equipment to ascertain if they comply with specifications, and shall render to the Board such reports as it may require.

2. Within the limits of an approved budget ~~and of a salary plan to be approved~~ by the Board, the Director ~~shall, with the approval of the Board, and within the limits which it may counsel with the Board will contract directly as needed~~ may make purchases in accordance with the Montgomery County Purchasing Policy unless otherwise prohibited.

3. ~~Upon authorization from the Board and~~ s Subject to limitations, rules, and regulations which Board may prescribe, the Director may make purchases and purchase contracts of personalty under ~~ten thousand dollars ($10,000.00)~~ twenty-five thousand ($25,000.00), within budgetary limits in any one budget year. ~~With the exception of professional services, the Director shall not make any purchase or contract involving ten thousand dollars ($10,000.00) or more without express approval from the Board.~~ All other agreements and contracts must have approval from the Board.

4. The Director shall cause all fees to the entity to be paid at the time of service unless in his/her discretion they should be classified as a Fee Monthly Accumulation Account (FMAA). The Director may not extend the credit of the entity without the approval of the Board for any purpose, including FMAA of fees owed to the entity, without express approval from the Board and in no event beyond 30 days. All FMAA shall be billed monthly, payable in 30 days and shall be created with contract approved by entity attorney of record. The Director shall report to the Board each month a listing of all FMAA and their current balances and payment history in some form of a regular report showing arrearage so that the Board may consider and act upon delinquent accounts. Any other delinquent accounts shall also be reported to the Board monthly.

5. The Director shall report to the Board at every regularly scheduled Board meeting, all action taken by Director as to the Solid Waste disposal system of all landfill sites in general, solid waste collection stations, transfer stations, existing landfill sites of Bi-County, life capacity and any and all other pertinent information to the Boards understanding of the operational functionality of the entire entity. The Director shall also report at every regular scheduled Board meeting all waste collected at each landfill location operated by the entity to include average daily tonnage or yards.

V.
ACCOUNTS AND FISCAL RECORDS

All accounts and fiscal records will be maintained by the Montgomery County Director of Accounts & Budgets and shall be made available to the Board at its regular meeting, or Stewart or Montgomery County Governments within 30 days of such request. Upon the request of either Montgomery or Stewart County, Bi-County Solid Waste Management System shall undertake, at its own expense, an audit of all activity as may be designated and demanded by Montgomery or Stewart County.

VI.
OPERATION OF THE SYSTEM

1. Montgomery County: (a) Solid waste collection stations and a solid waste transfer station have already been established within Montgomery County and the corporate city limits of Clarksville. Any modifications as to the site location of these aforementioned facilities will be approved by the Board.

(b) Landfill Site: The original landfill site is located on Fort Campbell Military Reservation as a result of a deed from the United States of America to Montgomery County, Tennessee dated October 4, 1988, and approximately three-hundred fifty-six (356) acres is owned by Bi-County Solid Waste as a result of a land swap completed April 8, 2008. A technical manual "Sanitary Landfill Operations and Construction Manual, Bi-County Landfill" was prepared for use from the construction and post operation for the landfill. The manual was prepared in conformity with applicable State and Federal Statutes and Regulations. The landfill site shall continue to be operated according to this manual and any revisions thereof, the same to be attached hereto and incorporated herein by reference.

(c) Contract Haulers: It has been the practice that within the City limits of Clarksville that solid waste be transported by contract haulers from sites where such solid waste is generated to the landfill site, as prescribed by the Board. The Board shall make such rules and regulations, establish such policies, and charge such fees with respect to contract haulers and any other such person transporting solid waste to the landfill site necessary to the orderly operation of the system. The Director shall determine which carriers or haulers shall transport solid waste directly to the landfill site or collection station, and prescribe rules, regulations, polices, and fees therefore, and shall report to the Board monthly the list of those previously so approved.

2. Stewart County: Solid waste collection stations have been established in Stewart County and any modifications as to their utilization may be modified in the manner set forth in Paragraph 1(a) of this Section.

3. Carriers: The Director shall determine which carriers and the type of carrier, whether by contract or by persons generating solid waste, that shall transport solid waste directly to the landfill site and prescribe rules regulating policies and fees therefore, and shall report to the Board monthly the list of those previously so approved.

4. Regulations: The Board shall be empowered to adopt all other rules and regulations necessary for the successful and efficient operation of the system.

VII.
FINANCING

1. Landfill Site: (a) The parties hereto shall contribute when necessary to the capital outlay and the expenses of operation of the landfill site in the following percentages: County of Montgomery - 90%; County of Stewart - 10%. The County of Stewart does assume its proportionate share of all obligations under and/or arising out of the transfer of ownership of the landfill by deed from the United States of America to the County of Montgomery, herein above mentioned as though it was a party thereto with the County of Montgomery; and it will pay to the County of Montgomery its share of the obligations as they become due in the percentages above stated and will hold the County of Montgomery harmless for their proportionate share of any obligations, liabilities, and any other claims in connection therewith.

(b) All expenses of operating the landfill, including additional capital outlays, will be shared as follows: a record will be kept of the amount of solid waste generated in Montgomery County and Stewart County and deposited in the landfill. The County of Stewart will contribute in the proportion which the amount of solid waste generated within its geographical limits and deposited in the landfill bears to the total amount of waste generated in both Stewart and Montgomery Counties and deposited in the landfill. The remainder of the expenses of operation shall be paid by the County of Montgomery.

(c) The contribution of each of the parties for each subsequent year shall be based upon its proportionate share as determined for the previous year with adjustment during or at the end of the subsequent year as the equities and circumstances may require.

2. Transfer Station: The capital outlay and all expenses of operation of the Transfer Station will be paid by the County of Montgomery, and the County of Montgomery has the right to contract with any other political subdivision of Tennessee or municipality to defer expenses.

3. Collection System: The capital outlay and operating expenses of the collection system will be shared by the County of Montgomery and the County of Stewart in proportion which the cost of each County's collection bears to the total cost of collection for both counties. In computing the costs of collection under this provision, there is to be excluded the costs borne by private contract haulers in the City of Clarksville and Montgomery County.

VIII.
DISPOSAL OF PROPERTY ON TERMINATION OF AGREEMENT

Upon termination of this contract, the Board, as agent of the parties subject to the buy-out provisions contained in the subsequent paragraph, may sell all of the equipment, supplies, material, and personalty, and any real estate which may have been acquired for it at public auction after advertisement and notice of the time and place of sale once a week for three weeks in a newspaper or newspapers having a circulation county-wide for Montgomery County, at which sale said property shall be sold for cash to the highest and best bidder. The proceeds of sale of the property, less the expenses thereof, shall be distributed among the parties according to each party's proportionate share contributed to the acquisition of said property.

Notwithstanding the Board's right to sell the above described assets upon termination of this agreement, either party to this agreement shall have the right to purchase the other's proportionate interest in the assets of the Board as set forth herein.

Upon termination of this agreement, Montgomery County and Stewart County agree to pay for all financial obligations arising from the closure of the landfill pursuant to their percentage of participation described in Section VII of this agreement.

IX.
AMENDMENT AND MODIFICATION

Amendments and modifications may be made to this agreement as circumstances and conditions may require in order to promote the efficient administration and operation of the system and to ensure an equitable and fair participation by the parties in their contributions and other obligations hereunder.

X.
EFFECTIVE DATE

This agreement is adopted as an amended form of the original agreement executed April 22, 1974, and this agreement supersedes all prior agreements entered into by the parties relative to solid waste disposal prior to this date. This agreement shall take effect upon its adoption by the governing bodies of all the parties hereto.

ATTEST:

_____
Kellie Jackson
Montgomery County Clerk

COUNTY OF MONTGOMERY

_____
Jim Durrett
Montgomery County Mayor

ATTEST:

_____
Jimmy Fitzhugh
Stewart County Clerk

COUNTY OF STEWART

_____
Rick Joiner
Stewart County Mayor

16-10-2

On Motion to Adopt by Commissioner Nichols, seconded by Commissioner A. Hodges, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

RESOLUTION REQUESTING SUPPORT OF LEGISLATION REGARDING LOCAL DETERMINATION OF BROADBAND AND INTERNET SERVICES

WHEREAS, as the utility of the 21st century, universal availability of affordable high speed fiber optic broadband services for all citizens has been identified as a national priority; and

WHEREAS, high speed fiber optic services are a modern necessity that is essential for future economic development, education, public health and safety, agribusiness growth, and quality of life; and

WHEREAS, affordable access to fiber optic broadband services allows businesses to compete locally, regionally, nationally, and internationally in today's emerging knowledge-based global economy; and

WHEREAS, whether through public or private investment, a local community is best equipped to decide how to meet its needs in regards to essential infrastructure and services; and

WHEREAS, historically, local governments have ensured access to essential services by banding together to provide those services that were not offered by the private sector or the services offered did not meet the needs of the community; and

WHEREAS, local governments should have as many options as possible when they decide how to meet their communities' essential infrastructure and utility needs; and

WHEREAS, municipal electric utilities that offer fiber optic services provide an option for market competition, consumer choice, economic development, and universal, affordable Internet access; and

WHEREAS, Tennessee's municipal electric providers have had the statutory authority to offer fiber optic services within their electric service territory since 1999; and

WHEREAS, Tennessee's municipal electric utilities that have deployed fiber optic networks have brought some of the fastest broadband services in the world to areas that did not have adequate access to high speed broadband Internet services; and

WHEREAS, should a local government and community decide it is needed, municipal electric providers can provide essential fiber optic services that expand access and promote economic development, increased educational opportunities, regional and global competitiveness, telemedicine, telework, and better quality of life; and

WHEREAS, with municipal electric utilities being limited to offering fiber optic services only to their electric service territories, local governments are severely restricted in their options for providing high speed fiber optic broadband services when incumbent providers are providing inadequate service; and

WHEREAS, the current statutory limitation that restricts municipal electric utilities to providing fiber optic broadband services within their electric service territory can prevent a vital and essential service from being available to local citizens based solely on which electricity provider serves their home or business; and

WHEREAS, if the current statutory limitation that restricts municipal electric utilities that provide fiber optic services to their electric service territory were removed, local governments and their utilities would have more options as they decide how to best meet their communities' need for access to high speed broadband Internet; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Montgomery County, Tennessee, meeting in session on the 10th day of October, 2016, in Clarksville, Tennessee, as follows:

SECTION 1. That the Board of Commissioners of Montgomery County, Tennessee, affirms that local governments, potentially through their public utilities, should be able to decide locally how essential services should be offered and how to meet critical infrastructure needs.

SECTION 2. That the Board of Commissioners of Montgomery County, Tennessee, affirms that the local elected leadership and their local utilities are best equipped to decide how essential infrastructure and vital services should be offered to citizens, ratepayers, residents, and businesses in their counties.

SECTION 3. That the Board of Commissioners of Montgomery County, Tennessee, requests the statewide delegation to the Tennessee General Assembly support legislation to allow local communities and their municipal electric providers to decide locally what is best in regards to the broadband services offered to its citizens by removing the current statutory limitation that restricts municipal electric utilities' ability to provide fiber optic broadband services to its electric service territory.

SECTION 4. That upon approval of this resolution and its signing, the Board of Commissioners of Montgomery County, Tennessee, directs the County Clerk's Office to mail a copy of this resolution to Montgomery County's State Representatives and State Senators.

SECTION 5. That this resolution shall take effect upon passage, the public welfare requiring it.

Duly passed and approved this 10th day of October, 2016.

COUNTY CLERK
SEAL
MONTGOMERY COUNTY, TN

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

16-10-3

On Motion to Adopt by Commissioner Vallejos, seconded by Commissioner Johnson, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

RESOLUTION TO ALLOW A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE TO CONTRIBUTE TO A TAX DEFERRED RETIREMENT PLAN IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTERS 34-37

WHEREAS, Tennessee Code Annotated, Section 8-35-111(b)(3) provides that all tax deferred retirement plans established by public employers participating in the Tennessee Consolidated Retirement System ("TCRS"), wherein employer contributions are made, must be approved by the TCRS director; and

WHEREAS, Tennessee Code Annotated, Section 8-35-111(b)(3) further provides that the total combined employer contributions to all such additional tax deferred retirement plans made on behalf of a single employee, other than those made pursuant to a salary reduction agreement, cannot exceed three percent (3%) of the employee's salary, unless the political subdivision has adopted the hybrid plan authorized in Tennessee Code Annotated, Section 8-35-256, or in Tennessee Code Annotated, Section 8-36-919; and

WHEREAS, in the event the political subdivision has adopted the hybrid plan authorized in Tennessee Code Annotated, Section 8-35-256, or in Tennessee Code Annotated, Section 8-36-919, the total combined employer contributions made by the political subdivision to the defined contribution plan component of the hybrid plan and to any one or more additional tax deferred compensation or retirement plans on behalf of single employee does not exceed seven percent (7%) of the employee's salary, or such lower amount as required by the Internal Revenue Code; and

WHEREAS, the Montgomery County Government desires to make employer contributions to the following plan(s) in addition to the contributions it makes to TCRS.

PLAN DATA:
Type of Plan: 401k
Plan Administrator's Name: Treasurer, State of Tennessee
Address: 502 Deaderick St., 13th Floor Andrew Jackson State Office Bldg, Nashville, TN 37243
Beginning Date of Plan: January 1st, 2017
Phone: 615-532-23487
Employer Contributions as Percentage of Employee's Salary: 5%

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Montgomery County, Tennessee, the "Political Subdivision," meeting in regular session on this the 10th day of October, 2016, hereby requests the approval of the TCRS director for the Political Subdivision to make employer contributions to the above referenced plan(s) in the amount(s) specified and in accordance with the provisions of this resolution. Upon approval, the Political Subdivision agrees it shall not permit contributions to such plan(s) in excess of the applicable amount specified above and which, when combined with projected benefits from TCRS, would exceed the limitations of the Internal Revenue Code, as amended. The Political Subdivision further agrees to file, upon request of the Council on Pensions and Insurance or the TCRS director, an annual report of the actuarial and financial status of the plan(s) with the TCRS director, which shall cover the most recently ended plan year ending on or before June 30 of the year of the request. The report shall be filed with the TCRS director within ninety (90) calendar days from the date of the request and contain such additional information as may be prescribed by the TCRS director.

Duly passed and approved this the 10th day of October, 2016.

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

16-10-4

On Motion to Adopt by Commissioner Baggett, seconded by Commissioner Gannon, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

RESOLUTION TO CHANGE MONTGOMERY COUNTY GOVERNMENT'S 401(A) or 401(K) DEFINED CONTRIBUTION PLAN ADMINISTRATOR

WHEREAS, Montgomery County, Tennessee (hereinafter referred to as the "Employer") has determined that in the best interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions; and

WHEREAS, Tennessee Code Annotated, Section 8-35-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair;" and

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee; and

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement; and

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document); and

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities; and

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document; and

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Montgomery County Commission, ("Governing Authority"), of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Montgomery County, Tennessee, the "Governing Authority," meeting in regular session on this the 10th day of October, 2016, hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.

4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long

as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.

5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sold discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.

6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.

7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
    a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
    b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
    c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
    d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
    e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.

10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.

11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust

for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.

13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.

14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.

15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.

16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Duly passed and approved this the 10th day of October, 2016.

COUNTY CLERK
SEAL
MONTGOMERY COUNTY, TN

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Montgomery County

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) **GOVERNING AUTHORITY**

Name: Montgomery County Commission

Address: 1 Millennium Plaza, Clarksville, TN 37040

Phone: 931-645-5715

Person Authorized to receive Official Notices from the Plan or Administrator:

Tim Swaw

(2) **PARTICIPATING EMPLOYER TAX ID NUMBER:** 62-6000764

(3) **DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)** [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM ("TCRS")]

This Participating Employer ☑ does or ☐ does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS, converting to TCRS Hybrid in January

401k with Empower, 457 with Principal Financial Group

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II

- 401(k) -

RESOLUTION AND

PARTICIPATING EMPLOYER AGREEMENT

Montgomery County

[Participating Employer]

Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 13th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. ☐ This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____,_____ **(insert effective date of this Agreement).**

2. ☐ This is an amendment to be effective as of _____,_____ to the current Agreement previously adopted by the Participating Employer, which was originally effective _____,_____as follows **(please specify type below):**

   a. ☐ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

   b. ☐ Other (must specify elective provisions in this Agreement that are being changed):

   _____

   _____

   _____

3. ☑ This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be January 1, 2017 **(insert effective date of this Agreement)**. This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on January 1, 1985 **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR.

Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS.

Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions,** any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

   a. ☐ the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions

   b. ☐ the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

   c. ☑ the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

   i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below

   ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below

   iii. ☐ any seasonal, temporary or similar part-time employee

   iv. ☐ any elected or appointed official

   v. ☐ any employee in the following class(es) of employees:

   _____

   _____

   _____

   who meets the definition in Section E. 1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

i. ☐ Employees who have not attained the age of _____ (not to exceed 21).

ii. ☐ Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.

iii. ☐ Employees who do not satisfy the following eligibility requirements:

_____

_____

_____

c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below.

ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H. below.

iii. ☐ any seasonal, temporary or similar part-time employee

iv. ☐ any elected or appointed official

v. ☑ any employee in the following class(es) of employees:

any full-time employee hired on or after January 1, 2017 who renders 40 or more hours of service per week and becomes members of the TCRS Hybrid Plan.

vi. ☐ any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above.

d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

i. ☐ Employees who have not attained the age of _____ (not to exceed 21).

ii. ☐ Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.

iii. ☐ Employees who do not satisfy the following eligibility requirements:

_____

_____

_____

e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of service per week, as defined in Section H below

ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below

iii. ☐ any seasonal, temporary or similar part-time employee

iv. ☐ any elected or appointed official

v. ☐ any employee in the following class(es) of employees:

_____

_____

_____

who meets the definition in Section E. 1 above.

f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. ☐ Employees who have not attained the age of _____ (not to exceed 21).

ii. ☐ Employees who do not satisfy the following eligibility requirements:

_____

_____

_____

F. AUTOMATIC ENROLLMENT. *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. ☐ The Participating Employer DOES NOT elect automatic enrollment.

2. ☑ The Participating Employer DOES elect automatic enrollment, which will be effective on and after January 1, 2017 as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. ☐ All Employees

ii. ☑ All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

i. ☑ will be treated as a new Employee, or

ii. ☐ will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

1 ☑ This section is N/A because there are no predecessor employers.

2. ☐ Service with any predecessor employers will not be counted for any purposes under the Plan.

3. ☐ Service with (insert name of predecessor employer(s)):

_____

_____

_____

will be counted under the Plan for eligibility and vesting.

H. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

I. **YEAR OF SERVICE FOR ELIGIBILITY AND VESTING.** If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

J. **COMPENSATION DEFINITION.** Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

K. **COMPENSATION COMPUTATION PERIOD.** Compensation shall be determined on the basis of the calendar year.

L. **FIRST YEAR COMPENSATION**. If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

M. **EMPLOYMENT COMMENCEMENT DATE.** An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

N. **MATCHING CONTRIBUTIONS**. *(Complete 1 and 2 below.)*

1. **Matching Contributions on Elective Deferrals**. *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

   a. ☑ NOT make Matching Contributions on Elective Deferrals.

   b. ☐ match _____% of Participant elective deferrals of up to _____% of Compensation.

   c. ☐ match _____% of the first $_____ of Participant elective deferrals.

   d. ☐ match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. **Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement.** *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

   a. ☐ NOT make Matching Contributions on Mandatory Salary Reduction Contributions.

   b. ☐ match _____% of Mandatory Salary Reduction Contributions for the Participant up to _____% of Compensation.

   c. ☐ match _____% of the first $_____ of Mandatory Salary Reduction Contributions for the Participant.

   d. ☐ match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. **ALLOCATION OF MATCHING CONTRIBUTIONS.** If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. **VESTING SCHEDULE – MATCHING CONTRIBUTIONS.** *(If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

1. ☐ 100% vesting immediately.

3. ☐ 100% vesting after 3 Years of Service.

3. ☐ 20% after one Year of Service.

   40% after two Years of Service.

   60% after three Years of Service.

   80% after four Years of Service.

   100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. *(Check box 1 OR box 2.)*

1. ☐ The Participating Employer shall NOT make Non-Matching Contributions.

2. ☑ The Participating Employer shall contribute: *(Check and complete one box.)*

   a. ☐ an amount fixed by appropriate action of the Employer.

   b. ☑ 5 % of Compensation of Participants for the Plan Year.

   c. ☐ $_____ per Participant.

   d. ☐ an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.

   e. ☐ a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

   _____

   _____

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. ☑ 100% vesting immediately.

2. ☐ 100% vesting after 3 Years of Service.

3. ☐ 20% after one Year of Service.

   40% after two Years of Service.

   60% after three Years of Service.

   80% after four Years of Service.

   100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

V. **FORFEITURES.** *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*

1. ☑ N/A because all contributions are 100% vested immediately.

2. ☐ Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

W. **RETIREMENT AGES AND DISABILITY DEFINITION.**

1. Normal Retirement Age shall mean age 60.

2. Early Retirement shall mean age 59 ½.

3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.

X. **VESTING COMPUTATION PERIOD**. A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Y. **ROLLOVERS**. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.

Z. **TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.

AA. **HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.

BB. **PARTICIPANT LOANS**. The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.

CC. **QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall NOT accept qualified domestic relations orders as provided in Section 15.02 of the Plan.

DD. **PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

EE. **DEEMED TRADITIONAL IRA.** The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. **DEEMED ROTH IRA.** The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. **DISTRIBUTIONS**. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.

2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.

5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). *(Check box 1 OR box 2.)* This Participating Employer Agreement as adopted:

1. ☑ IS NOT *(if checked continue to II below)*, or

2. ☐ IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

a. Eligible Employee means: *(If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):*

i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,

ii. ☐ any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.

iii. ☐ Any employee who is not covered by Social Security.

b. Contributions: *(If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):*

i. ☐ The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.

ii. ☐ Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. *(Check box 1 OR box 2.)*

This Participating Employer Agreement as adopted:

1. ☑ does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)

2. ☐ provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

   By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

   a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

   The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: ***(Complete box i or ii below):***

   i. ☐ shall apply only to Employees who become Participants on or after the effective date;

   ii. ☐ shall apply to all Employees.

   b. Mandatory Salary Reduction Contributions: ***(Complete box i or ii below):***

   i. ☐ are

   ii. ☐ are not

   counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.

- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.

- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.

- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.

- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.

- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By:_____ By:_____

Title: _____Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: Montgomery County

Classes of Eligible Employees	Contribution Amount

16-10-5

On Motion to Adopt by Commissioner Creek, seconded by Commissioner Tooley, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

RESOLUTION TO CHANGE MONTGOMERY COUNTY GOVERNMENT'S 457 DEFINED CONTRIBUTION PLAN ADMINISTRATOR

WHEREAS, Montgomery County, Tennessee (hereinafter referred to as the "Employer") has determined at in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions; and

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair"); and

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee; and

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement; and

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document"); and

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities; and

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document; and

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Montgomery County Commissioner ("Governing Authority') of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer.

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.

4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.

5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.

6. The chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.

7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:

    a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the plan.

    b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.

    c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.

    d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.

    e. The Chair can, in the Chair's sole discretion, reduce the six months notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.

10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.

11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.

13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.

14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.

15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms o the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating

Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.

16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Duly passed and approved this the 10th day of October, 2016.

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

TENNESSEE STATE

EMPLOYEES DEFERRED COMPENSATION

PLAN AND TRUST

- 457(b) –

RESOLUTION AND

PARTICIPATING EMPLOYER AGREEMENT

Montgomery County

[Participating Employer]

Administered by: Treasurer, State of Tennessee
502 Deaderick Street, 13th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

TENNESSEE STATE

EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Montgomery County

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Montgomery County Commission

Address: 1 Millennium Plaza, Clarksville, TN 37040

Phone: 931-645-5715

Person Authorized to receive Official Notices from the Plan or Administrator:

Tim Swaw

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-6000764

(3) DISCLOSURE OF RETIREMENT PLAN(S) [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM ("TCRS")]

This Participating Employer ☑ does or ☐ does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS, converting to TCRS Hybrid in January

401k with Empower, 457 with Principal Financial Group

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: ***(Check and complete box 1 OR box 2 OR box 3.)***

1. ☐ This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective _____, _____ **(insert effective date of this Agreement).**

2. ☐ This is an amendment to be effective as of _____, _____ , to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows **(please specify type below):**

   a. ☐ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

   b. ☐ Other (**must specify elective provisions in this Agreement that are being changed):**

   _____

   _____

   _____

3. ☑ This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be January 1, 2017 **(insert effective date of this Agreement).** This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on March 1, 2011 **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement:** ***(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)***

   i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

   ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below

   iii. ☐ any seasonal, temporary or similar part-time employee

   iv. ☐ any elected or appointed official

   v. ☐ any employee in the following class(es) of employees:

   _____

   _____

   _____

   who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, expect as provided in Section F.2.b below.

   b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K** of this Agreement: ***(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)***

   i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below

iii. ☐ any seasonal, temporary or similar part-time employee

iv. ☐ any elected or appointed official

v. ☐ any employee in the following class(es) of employees:

_____

_____

_____

vi. ☐ any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above, regardless of the employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

F. AUTOMATIC ENROLLMENT. ***(Check and complete box 1 OR box 2.)***

1. ☑ The Participating Employer DOES NOT elect automatic enrollment.

2. ☐ The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, _____as follows:

a. Employees covered under the automatic enrollment are: ***(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)***

i. ☐ All Employees.

ii. ☐ All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: ***(Check one option below.)***

i. ☐ will be treated as a new Employee, or

ii. ☐ will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

G. **HOURS OF SERVICE.** Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

H. **COMPENSATION DEFINITION**. Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1. ☑ SHALL allow the deferral of leave provision described above.
2. ☐ SHALL NOT allow the deferral of leave provision described above.

I. MATCHING CONTRIBUTIONS. ***(Check and complete box 1 OR box 2 OR box 3 OR box 4.)*** **[NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]**

The Participating Employer shall:

1. ☑ NOT make Matching Contributions.
2. ☐ match _____% of Participant elective deferrals of up to _____% of Compensation.
3. ☐ match _____% of the first $_____ of Participant elective deferrals.
4. ☐ match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

J. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

K. **NON-MATCHING CONTRIBUTIONS.** ***(If non-matching contributions will be made, check box 1 OR box 2.)*** **[NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]**

1. ☑ The Participating Employer shall NOT make Non-Matching Contributions.

2. ☐ The Participating Employer shall contribute: (Check and complete one box.)

   a. ☐ an amount fixed by appropriate action of the Employer.

   b. ☐ _____% of Compensation of Participants for the Plan Year.

   c. ☐ $_____ per Participant.

   d. ☐ an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.

   e. ☐ a contribution matching the Participant's contribution to the Employer's § 457(b)plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

   _____

   _____

L. **ALLOCATION OF NON-MATCHING CONTRIBUTIONS.** If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

M. **ROTH CONTRIBUTIONS.** Participant Roth Contributions SHALL NOT BE allowed.

N. **AFTER-TAX CONTRIBUTIONS.** Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

O. **FORFEITURES.** Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

P. **NORMAL RETIREMENT AGE.** Normal Retirement Age shall mean age 70½.

Q. **ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

R. **TRANSFERS**. Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS

S. **UNFORESEEABLE EMERGENCY WITHDRAWALS**. In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.

T. **PARTICIPANT LOANS**. The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.

U. **QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall NOT accept qualified domestic relations orders as provided in Section 13.02 of the Plan.

V. **PAYMENT OPTIONS**. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

W. **DISTRIBUTIONS**. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.

2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death.

A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.

- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.

- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.

- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.

- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.

- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any

appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

TENNESSEE STATE

DEFERRED COMPENSATION PLAN AND TRUST- 457(b)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: Montgomery County

Classes of Eligible Employees	Contribution Amount

16-10-6

On Motion to Adopt by Commissioner Sokol, seconded by Commissioner A. Hodges, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

16-10-7

RESOLUTION TO APPROVE AN INTERLOCAL CONTRACT BETWEEN MONTGOMERY COUNTY, MONTGOMERY COUNTY E911 BOARD, AND THE CITY OF CLARKSVILLE FOR THE PURCHASE OF A COMPUTER AIDED DISPATCH (CAD) SYSTEM AND MOBILE LICENSES

WHEREAS, Montgomery County (County), Montgomery County E911 Board (E911) and the City of Clarksville (City) need to update the Computer Aided Dispatch System consoles for use at the E911 Center and Mobile Computer Aided Dispatch Licenses for the County and City; and

WHEREAS, the Computer Aided Dispatch System will benefit the residents in both the County and City Limits; and

WHEREAS, the Interlocal Contract attached hereto as Exhibit "A" was drafted in an effort to specify the duties and responsibilities of the County, E911, and City for the development and purchase of the Computer Aided Dispatch System.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular business session on this 10th day of October, 2016, that the Interlocal Contract attached hereto as Exhibit "A" is hereby approved.

Duly passed and approved this 10th day of October, 2016.

Sponsor _____

Commissioner _____

Approved _____
County Mayor

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

Attested _____
County Clerk

EXHIBIT A

INTERLOCAL CONTRACT

This interlocal contract is made and entered into this _____ day of _____, 2016 by and between Montgomery County, Tennessee hereinafter referred to as "County," the City of Clarksville, Tennessee hereinafter referred to as "City," and Montgomery County Emergency Communications District hereinafter referred to as "E911."

Pursuant to an agreement between all three entities and TriTech, the City, the County, and E911 agree to purchase a Computer Aided Dispatch (CAD) and mobile system hereinafter referred to as the "system." To effectuate this purpose the parties covenant and agree as follows:

1. The City, the County and E911 agree that the contract with TriTech will be signed by the board chair of E911.
2. All funding for this project has been appropriated by each entity as part of their respective Fiscal Year 2017 budget to construct the system.
3. E911 shall be the lead agency on the project, with the E911 director, being the project manager, and shall ensure that all contracts, bids or other necessary documents are properly procured and executed. The County and City shall designate specific individuals to work directly with the E911 Director for the purpose of providing input, advice and guidance as necessary to ensure that the interests of the city and county are being satisfied during the course of the implementation. It is further agreed that the county Information Technology Department shall be responsible for building and maintaining sufficient data center and networking infrastructure to support the system to exclude mobile CAD components used by the city.
4. The City and County shall appoint IT representatives to be trained and provided access to all of the TriTech OS layers and respective network layers. The City and County will both have their own individually managed network connection to the TriTech computing cluster. Unique administrator accounts will be provided for both the City and County IT representatives for each server. In order to protect the TriTech cluster in the event of a critical failure the SAN and VMware layers are part of the greater county hyper convergence cloud and therefore must be administered solely by the county in the event of a critical failure.
5. All parties agree that the City shall issue the purchase order and have sole signatory power on said account, shall pay all invoices when due, and bill the respective parties for their individual costs.
6. A single contract and purchase order shall be procured for the entire project to build out the system. Components of the system will be comprised of the following:

a. Eight (8) CAD positions for E911 management, administration and call taking.
b. Three (3) CAD positions for E911 to use on behalf of the county for dispatching Sheriff's Office, Emergency Management, Volunteer Fire Service, and Emergency Medical Services.
c. Five (5) CAD positions to use on behalf of the city to dispatch for Police Department and Fire Rescue
d. One Hundred Fifteen (115) Mobile positions for the county
e. Two Hundred Twenty Five (225) Mobile positions for the city.

Each invoice will be submitted to the City for payment, and then the city shall divide and submit itemized billings to each entity for their portion of the project as agreed upon in the attached schedule. Excess licenses or such items will be billed based on the allocation method included on the attached schedule. Each entity billed by the City shall pay invoices within 30 days.

7. Upon final acceptance of the system, all mobile and CAD positioned licenses to be used by the respective entities will be conveyed to be owned by that entity.

Montgomery County	City of Clarksville

E911

Clarksville-Montgomery County Emergency Communications District CAD and Mobile Project - Interlocal Schedule

	Unit Price	City	County	E911	Total		Notes
Mobile CAD - CJIS	$ 900.00	205	50	0	255		Mobiles for NCIC Access
		$ 184,500.00	$ 45,000.00	$ -	$ 229,500.00		
Mobile CAD - non-CJIS	$ 720.00	0	4	0	4		Mobiles with non-NCIC Access
		$ -	$ 2,880.00	$ -	$ 2,880.00		
Mobile Server Software including mapping	$ 119,300.00	205	54	0	259		Mobile CAD only
		$ 94,426.64	$ 24,873.36	$ -	$ 119,300.00		
Inform ME	$ 54,000.00	20	61		81		Licenses 25% city and 75% county for Fire/EMS
		$ 13,500.00	$ 40,500.00				
Mobile Software License Fee Totals		**$ 292,426.64**	**$ 113,253.36**	**$ -**	**$ 405,680.00**		
Mobile Implementation Fee	**$ 56,610.00**	**$ 28,305.00**	**$ 28,305.00**	**$ -**	**$ 56,610.00**		City and County 50% share each
CAD Software License Fee	**$ 338,100.00**	**$ 137,197.00**	**$ 77,729.00**	**$ 123,174.00**	**$ 338,100.00**		Based on number of CAD positions (8-E911, 5-City, 3 County)
CAD Implementation	**$ 220,460.00**	**$ 55,115.00**	**$ 55,115.00**	**$ 110,230.00**	**$ 220,460.00**		50% of consoles are for call taking; and 50% (25% city/25% county) for dispatching.
Project Fee	**$ 178,510.50**	**$ 59,503.50**	**$ 59,503.50**	**$ 59,503.50**	**$ 178,510.50**		All project fees will be equally split among each of the three entities: City, County, and 911
Total		**$ 572,547.14**	**$ 333,905.86**	**$ 292,907.50**	**$ 1,199,360.50**		

16-10-7

On Motion to Adopt by Commissioner Brockman, seconded by Commissioner Keene, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR TO UNDERTAKE EFFORTS TO RENAME A PORTION OF ROSSVIEW ROAD AS HANKOOK ROAD

WHEREAS, the Board of County Commissioners of Montgomery County, Tennessee, wishes to rename a portion of a State Route found in Montgomery County formerly known as Rossview Road to Hankook Road, said portion of this roadway to be officially renamed as Hankook Road is that portion of the same Eastward from the I-24 interchange at Exit(s) 8 both east and west to Rollow Lane; and

WHEREAS, the official renaming of this road is appropriate and in the interest of the public and served by the public based upon the significant investment in the industrial park in the expansion of the same by Hankook Industries; and

WHEREAS, the County Mayor, by and through his office and administrators, will contact appropriate Federal, State, and local authorities, including the Regional Planning Commission to officially dedicate, rename and erect appropriate signage on this portion of the roadway; and

WHEREAS, the Board of County Commissioners desire to rename the roadway officially, and have all State, Federal, and local authorities authorize the designation of the roadway and to erect signage as may be allowed consistent with Montgomery County authority and all applicable laws.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in their regular session on this the 10th day of October, 2016, that they so approve and authorized that the County Mayor, individually and by and through the administrators of his office, is authorized to take all action necessary to officially rename a portion of a State Route found in Montgomery County formerly known as Rossview Road to Hankook Road, said portion of this roadway to be officially renamed as Hankook Road is that portion of the same Eastward from the I-24 interchange at Exit(s) 8 both east and west to Rollow Lane.

Duly passed and approved this 10th day of October, 2016.

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

16-10-8

On Motion to Adopt by Commissioner Gannon, seconded by Commissioner Butts, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TWENTY MILLION DOLLARS ($20,000,000) GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF MONTGOMERY COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners (the "Board") of Montgomery County, Tennessee (the "County") that for the purpose of financing, in whole or in part, the (i) construction, renovation, repair, maintenance and equipping of the Court Center; Courthouse; energy efficiency improvements to County buildings and facilities; fire and emergency medical services buildings, facilities, vehicles and equipment; Civic Plaza; parks and related facilities; greenways; and information technology improvements and equipment related to public buildings, facilities and other public works projects of the County; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the County for funds previously expended for any of the foregoing and (v) payment of the costs related to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said County in the aggregate principal amount of not to exceed $20,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board that the County Clerk of the County be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed $20,000,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk of the County protesting the issuance of the bonds, such bonds will be issued as proposed.

Kellie Jackson, County Clerk

Duly passed and approved this October 11, 2016.

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

16-10-9

On Motion to Adopt by Commissioner J. Hodges, seconded by Commissioner Baggett, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	N
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	N	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 15 Noes – 2 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF MONTGOMERY COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $32,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Montgomery County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds to finance public works projects and to refund outstanding indebtedness; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue federally tax-exempt general obligation bonds, in one or more series, for the purpose of financing the (i) construction, renovation, repair, maintenance and equipping of the Court Center; Courthouse; energy efficiency improvements to County buildings and facilities; fire and emergency medical services buildings, facilities, vehicles and equipment; Civic Plaza; parks and related facilities; greenways; and information technology improvements and equipment related to public buildings, facilities and other public works projects of the County; (ii) acquisition of all property, real or personal, appurtenant to the foregoing and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; and

WHEREAS, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the "Initial Resolution"), authorizing the issuance of not to exceed $20,000,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, the County has previously issued and has outstanding its General Obligation Industrial Park Bonds (Taxable), Series 2008, dated August 28, 2008, maturing May 1, 2020 through May 1, 2022, inclusive, and May 1, 2024 (the "Outstanding Indebtedness"); and

WHEREAS, all or a portion of the Outstanding Indebtedness can now be refunded for the purpose of reducing the debt service requirements of the County; and

WHEREAS, the Board of County Commissioners hereby determines that it is advisable to issue federally taxable general obligation bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the County a report thereon, a copy of which has been made available to the members of the Board of County Commissioners; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed $20,000,000 in aggregate principal amount of federally tax-exempt general obligation bonds and not to exceed $12,000,000 in aggregate principal amount of federally taxable general obligation bonds, for a total not to exceed amount of $32,000,000 in

aggregate principal amount of general obligations bonds, for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means, collectively, the Federally Taxable Bonds and the Federally Tax-Exempt Bonds.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "County Mayor" means the County Mayor of the County.

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Federally Taxable Bonds" means not to exceed $12,000,000 federally taxable general obligation refunding bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(i) "Federally Tax-Exempt Bonds" means not to exceed $20,000,000 federally tax-exempt general obligation public improvement bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(j) "Financial Advisor" means PFM Financial Advisors LLC, Memphis, Tennessee.

(k) "Governing Body" means the Board of County Commissioners.

(l) "Projects" means the (i) construction, renovation, repair, maintenance and equipping of the Court Center; Courthouse; energy efficiency improvements to County buildings and facilities; fire and emergency medical services buildings, facilities, vehicles and equipment; Civic Plaza; parks and related facilities; greenways; and information technology improvements and equipment related to public buildings, facilities and other public works projects of the County; (ii) acquisition of all property, real or personal, appurtenant to the foregoing and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.

(m) "Refunding Escrow Agent" means the refunding escrow agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(n) "Refunding Escrow Agreement" means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the County and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit C, subject to such changes thereto as shall be permitted by the terms of this resolution.

(o) "Refunded Indebtedness" means the maturities or portions of the maturities of the Outstanding Indebtedness designated for refunding by the County Mayor pursuant to the terms hereof.

(p) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A.

(c) Attached hereto as Exhibit B is an engagement letter (the "Engagement Letter") by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the County Mayor to execute the Engagement Letter.

(d) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Federally Taxable Bonds will result in the reduction of the debt service payable by the County over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.

(e) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit D.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, (i) the costs of the Projects, (ii) reimbursement to the appropriate fund of the County for prior expenditures for the Projects, if applicable, and (iii) costs incident to the sale and issuance of such bonds, there is hereby authorized to be issued federally tax-exempt general obligation public improvement bonds, in one or more series, of the County in the aggregate principal amount of not to exceed $20,000,000 (the "Federally Tax-Exempt Bonds"). For the purpose of providing funds to refund the Refunded Indebtedness and pay costs incident to the issuance and sale of such bonds, there is hereby authorized to be issued federally taxable general obligation refunding bonds, in one or more series, of the County in the aggregate principal amount of not to exceed $12,000,000 (the "Federally Taxable Bonds"). The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder. The Federally Tax-Exempt Bonds shall be known as "General Obligation Public Improvement Bonds, Series 2016A", and the Federally Taxable Bonds shall be known as "General Obligation Refunding Bonds, Series 2016B (Taxable)". The Bonds shall be dated their date of issuance, but may have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on April 1 and October 1 in each year, commencing April 1, 2017. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser(s) thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Federally Tax-Exempt Bonds shall mature serially or be subject to mandatory redemption and shall be payable on April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2017 through 2036, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof. Subject to the adjustments permitted pursuant to the terms hereof, the Federally Taxable Bonds shall mature serially or be subject to mandatory redemption and shall be payable on April 1 of each year, subject to prior optional redemption as hereinafter provided, if applicable, in the years 2017 through 2024, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Federally Tax-Exempt Bonds shall be subject to redemption prior to maturity at the option of the County on April 1, 2026 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Federally Tax-Exempt Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Federally Tax-Exempt Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Federally Tax-Exempt Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Federally Tax-Exempt Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Federally Tax-Exempt Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the adjustments permitted under Section 8 hereof, the Federally Taxable Bonds shall not be subject to redemption prior to maturity at the option of the County. If the County Mayor determines, pursuant to the terms of Section 8 hereof, that the Federally Taxable Bonds shall be subject to optional redemption, the maturities of the Federally Taxable Bonds to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Federally Taxable Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Federally Taxable Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Federally Taxable Bonds to be redeemed shall be determined by DTC, or such successor Depository, on a pro rata basis or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Federally Tax-Exempt Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent on a pro rata basis or such other manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Federally Tax-Exempt Bonds that are Term Bonds and the Federally Taxable Bonds that are Term Bonds shall be selected for redemption in the manner set forth above for Federally Tax-Exempt Bonds and Federally Taxable Bonds, respectively, subject to the adjustments permitted pursuant to Section 8 hereof.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of

the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of

the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED

BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number ____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MONTGOMERY
GENERAL OBLIGATION [PUBLIC IMPROVEMENT] [REFUNDING] BOND, SERIES 2016[A][B (TAXABLE)]

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Montgomery County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2017], and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds,

shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on April 1, 2026 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.] [Bonds of this issue of which this Bond is one shall not be subject to redemption prior to maturity at the option of the County.]

[If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by [lot][pro rata] or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating $_____ and issued by the County to [finance the (i) construction, renovation, repair, maintenance and equipping of the Court Center; Courthouse; energy efficiency improvements to County buildings and facilities; fire and emergency medical services buildings, facilities, vehicles and equipment; Civic Plaza; parks and related facilities; greenways and information technology improvements and equipment related to public buildings, facilities and other public works projects of the County; (ii) acquisition of all property, real or personal, appurtenant to the foregoing and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; and] [refund the County's outstanding General Obligation Industrial Park Bonds (Taxable), Series 2008, dated August 28, 2008, maturing May 1, 2020 through May 1, 2022, inclusive, and May 1, 2024]; and pay issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on October 11, 2016 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

MONTGOMERY COUNTY, TENNESSEE

By:_____
County Mayor

(SEAL)

ATTESTED:

_____
County Clerk

Transferable and payable at the
principal corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Montgomery County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:_____

_____
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____

NOTICE: Signature(s) must be guaranteed
by a member firm of a Medallion Program
acceptable to the Registration Agent

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in more than one series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Financial Advisor.

(b) The County Mayor is authorized to cause to be sold for each series of Bonds an aggregate principal amount of Bonds less than that shown in Section 4 hereof, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Federally Tax-Exempt Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds", change the designation of the Federally Taxable Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than April 1, 2017, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amounts authorized herein; and (B) the final maturity date of the

Federally Tax-Exempt Bonds and the Federally Taxable Bonds shall not be later than the respective final maturity years described in Section 4 hereof.

(5) add, adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund less than all of the Outstanding Indebtedness;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bonds set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell either the Federally Tax-Exempt Bonds or the Federally Taxable Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Federally Tax-Exempt Bonds and Federally Taxable Bonds to a designation other than "General Obligation Public Improvement Bonds" or "General Obligation Refunding Bonds", respectively; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Federally Tax-Exempt Bonds and the Federally Taxable Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder or bidders shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder(s) and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

(g) No Federally Tax-Exempt Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of

publication thereof, and in no event shall the Federally Tax-Exempt Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Federally Tax-Exempt Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Series 2016 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Federally Tax-Exempt Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Federally Tax-Exempt Bonds. Notwithstanding the foregoing, costs of issuance of the Federally Tax-Exempt Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Federally Tax-Exempt Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

The proceeds of the sale of the Federally Taxable Bonds shall be disbursed as follows: (a) an amount sufficient, together with such other County funds as may be identified by the County Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Indebtedness shall be applied to the refunding thereof by depositing such funds with the Escrow Agent and (b) the remainder of the proceeds of the sale of the Federally Taxable Bonds shall be used to pay costs of issuance of the Federally Taxable Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Federally Taxable Bonds.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the County, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be

conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Refunding Escrow Agreement. With respect to each emission of Federally Taxable Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Indebtedness, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Refunding Escrow Agent and to deposit with the Refunding Escrow Agent the amounts to be used by the Refunding Escrow Agent to purchase Government Securities as provided therein. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved, and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Refunding Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Indebtedness and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Redemption and Prepayment of the Refunded Indebtedness. The County Mayor and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Indebtedness at its earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Indebtedness.

Section 13. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which gent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by

such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Federal Tax Matters Related to the Bonds.

(a) The Federally Tax-Exempt Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Federally Tax-Exempt Bonds in a manner that would cause the Federally Tax-Exempt Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Federally Tax-Exempt Bonds that it will, throughout the term of the Federally Tax-Exempt Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Federally Tax-Exempt Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Federally Tax-Exempt Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Federally Tax-Exempt Bonds.

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Federally Tax-Exempt Bonds financing each such Project.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly passed and approved this October 11, 2016.

COUNTY CLERK SEAL MONTGOMERY COUNTY, TN

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attested _____
County Clerk

STATE OF TENNESSEE)

COUNTY OF MONTGOMERY)

I, Kellie Jackson, certify that I am the duly qualified and acting County Clerk of Montgomery County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on October 11, 2016; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Public Improvement Bonds and Taxable General Obligation Refunding Bonds.

WITNESS my official signature and seal of said County on October ___, 2016.

_____

County Clerk

(SEAL)

EXHIBIT A

Estimated Interest Expense and Costs of Issuance

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2017	1,035,000	** %	340,771.59	1,375,771.59
06/30/2018	755,000	** %	909,125.90	1,664,125.90
06/30/2019	785,000	** %	879,940.50	1,664,940.50
06/30/2020	2,890,000	** %	848,918.50	3,738,918.50
06/30/2021	2,845,000	** %	786,781.50	3,631,781.50
06/30/2022	2,825,000	** %	719,758.76	3,544,758.76
06/30/2023	2,785,000	** %	646,608.00	3,431,608.00
06/30/2024	2,735,000	** %	570,862.00	3,305,862.00
06/30/2025	755,000	5.000%	493,500.00	1,248,500.00
06/30/2026	795,000	5.000%	455,750.00	1,250,750.00
06/30/2027	830,000	5.000%	416,000.00	1,246,000.00
06/30/2028	870,000	5.000%	374,500.00	1,244,500.00
06/30/2029	920,000	5.000%	331,000.00	1,251,000.00
06/30/2030	960,000	5.000%	285,000.00	1,245,000.00
06/30/2031	1,010,000	5.000%	237,000.00	1,247,000.00
06/30/2032	675,000	5.000%	186,500.00	861,500.00
06/30/2033	710,000	5.000%	152,750.00	862,750.00
06/30/2034	745,000	5.000%	117,250.00	862,250.00
06/30/2035	780,000	5.000%	80,000.00	860,000.00
06/30/2036	820,000	5.000%	41,000.00	861,000.00
	26,525,000		8,873,016.75	35,398,016.75

	Series 2016A- New Money Bonds	Series 2016B (Taxable)- Refunding of Series 2008	Total
Bond Counsel	28,661.64	21,338.36	50,000.00
Financial Advisor	28,661.64	21,338.36	50,000.00
Rating Agency- S&P	14,904.06	11,095.94	26,000.00
Printer	286.62	213.38	500.00
Paying Agent	286.62	213.38	500.00
Ipreo	716.54	533.46	1,250.00
Miscellaneous	2,866.16	2,133.84	5,000.00
Verification Agent		2,500.00	2,500.00
Escrow Agent		1,000.00	1,000.00
	76,383.28	60,366.72	136,750.00

EXHIBIT B

Engagement Letter

(Attached)

[Letterhead of Bass, Berry & Sims PLC]

_____, 2016

Montgomery County, Tennessee
Clarksville, Tennessee
Attention: Jim Durrett, County Mayor

Re: Issuance of Not to Exceed $20,000,000 in Aggregate Principal Amount of General Obligation Public Improvement Bonds, Series 2016A (the "Tax-Exempt Bonds") and Not to Exceed $12,000,000 in Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2016B (Taxable) (the "Taxable Bonds").

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Montgomery County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced Tax-Exempt Bonds and Taxable Bonds (collectively, the "Bonds"). We understand that the Tax-Exempt Bonds are being issued for the purposes of providing funds necessary to finance certain capital projects of the Issuer and to pay the costs incident to the sale and issuance of the Tax-Exempt Bonds. We further understand that the Taxable Bonds are being issued for the purposes of providing funds necessary to refund certain outstanding debt of the Issuer and to pay the costs incident to the sale and issuance of the Taxable Bonds. We also understand that the Bonds will be sold at competitive public sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

(1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.

(3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.

(4) Review legal issues relating to the structure of the Bonds; and

(5) Prepare those sections of the official statement (if applicable) to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law

pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

a. 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or

2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or

3) Rendering advice that the official statement or other disclosure documents

i) Do not contain any untrue statement of a material fact or

ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

c. Preparing blue sky or investment surveys with respect to the Bonds.

d. Drafting state constitutional or legislative amendments.

e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.

f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Tax-Exempt Bonds will continue

to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Tax-Exempt Bonds).

i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be $27,500.00 for the Tax-Exempt Bonds and $20,000.00 for the Taxable Bonds, for a total fee of $47,500.00. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by either the Tax-Exempt Bonds or the Taxable Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf for such bond issue plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the total amount we are paid exceed $47,500.00.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

MONTGOMERY COUNTY, TENNESSEE:

By: _____
Jim Durrett, County Mayor

EXHIBIT C

Form of Refunding Escrow Agreement

(Attached)

EXHIBIT D

Report on Plan of Refunding

(Attached)

20469882.1

16-10-10

On Motion to Adopt by Commissioner J. Hodges, seconded by Commissioner Tooley, the foregoing Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	N
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	N	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 15 Noes – 2 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

MONTGOMERY COUNTY
TENNESSEE
ACCOUNTS AND BUDGETS

August 2016 WAIVED FEES REPORT

	August 2016 Waived Fees Summary	
Judge	**Sum Waive Fees**	**Count Waive Fees**
Grimes	$ 2,024.28	38
Goble	$ 406.00	27
Goodman	$ 92,336.30	11
Shelton	$ -	20
Barnes	-	0
Ayers	$ 201,604.00	24
Pugh	$ -	4
Da Kowler	-	0
Grand Total	**$ 296,370.58**	**124**

Court Date	Court	Case #	Amount Waived
	General sessions	2015-CR-16835	$900.50
	General sessions	11411884	$762.50
	General sessions	11317232	$361.28
			$2,024.28

Court Date	Court	Case #	Amount Waived
	General sessions	2016-CR-10875	$200.00
	Juvenile	2016-JR-456	$206.00
			$406.00

Court Date	Court	Case #	Amount Waived
	Circuit Court	2016-CR-220	$1,085.00
	Circuit Court	2016-CR-728	$2,287.00
	Circuit Court	2013-CR-574	$1,365.50
	Circuit Court	2012-CR-1172	$205.00
	Circuit Court	2015-CR-910	$13,882.50
	Circuit Court	2015-CR-720	$26,475.00
	Circuit Court	2016-CR-738	$1,448.50
	Circuit Court	2015-CR-679	$3,740.00
	Circuit Court	$41,301,045.00	$6,260.00
	Circuit Court	2013-CR-1066	$7,233.00
	Circuit Court	2008-CR-726	$28,354.80
			$92,336.30

Court Date	Court	Case #	Amount Waived

$0.00

Court Date	Court	Case #	Amount Waived
	Circuit Court	2014-CR-730	$1,324.00
	Circuit Court	2015-CR-226	$28,872.00
	Circuit Court	2014-CR-17	$4,392.00
	Circuit Court	2014-CR-354	$3,960.00
	Circuit Court	2016-CR-401	$1,127.50
	Circuit Court	2016-CR-589	$12,595.50
	Circuit Court	2016-CR-390	$27,081.50
	Circuit Court	2015-CR-242	$10,608.00
	Circuit Court	2015-CR-242	$2,053.00
	Circuit Court	2015-CR-1038	$102.00
	Circuit Court	2015-CR-1038	$542.50
	Circuit Court	2016-CR-679	$1,791.50
	Circuit Court	2016-CR-628	$707.50
	Circuit Court	2016-CR-142	$1,435.50
	Circuit Court	2016-CR-623	$27,636.00
	Circuit Court	2015-CR-66	$15,593.00
	Circuit Court	2016-CR-321	$570.50
	Circuit Court	2016-CR-322	$785.50
	Circuit Court	2016-CR-323	$567.50
	Circuit Court	41400519	$928.50
	Circuit Court	2016-CR-605	$15,199.00
	Circuit Court	2016-CR-636	$13,584.00
	Circuit Court	41301368	$13,392.00
	Circuit Court	2016-CR-639	$16,755.50
			$201,604.00

Court Date	Court	Case #	Amount Waived

$0.00

Uncollected Fees - Adult Probation

8/8/2016	Goble	Atkins, Josephy H	63GS1-2015-CR-13228	$471.21	$352.00 PSF $100.00 DSC $19.21 PRG	SAB	SAB	Probation Terminated; 45 Days in Jail
8/10/2016	Goble	Black, Steve Glen	63GS1-2016-CR-6953	$90.00	$70.00 PSF $20.00 DSC	EMB	EMB	Guilty, Probation Terminated
8/10/2016	Goble	Broadhead, Robert E	63GS1-2015-CR-17931	$160.00	$140.00 PSF $20.00 DSC	SAB	SAB	Probation Terminated; 60 Days in Jail
8/8/2016	Goble	Cartwright, Tatiana Marie	63GS1-2015-CR-3955	$25.00	$25.00 PSF	JLB	JLB	Dismissed, probation terminated
8/3/2016	Goble	Colgate, Terry Michael	63GS1-2015-CR-2875	$185.00	$145.00 PSF $40.00 DSC	DLC	DLC	Deceased
8/1/2016	Goble	Danner, Edward Wayne	63GS1-2015-CR-6395 CT2	$330.00	$210.00 PSF $120.00 DSC	DLC	DLC	15 days to serve; probation terminated
8/10/2016	Goble	Davis Jr., Eric Tyreese	63GS1-2016-CR-1335	$225.00	$185.00 PSF $40.00 DSC	DLC	DLC	30 days to serve; probation terminated
8/22/2016	Goble	Fields, Shawna Lynn	63GS1-2015-CR-12473	$105.00	$105.00 PSF	NJD	JLB	MFS granted after hearing, guilty of simple possession, to serve 60 days
8/22/2016	Goble	Gilliam III, Jeffries Charles	63GS1-2015-CR-13426	$140.00	$140.00 PSF	EMB	EMB	Guilty, Probation Terminated
8/15/2016	Goble	Graves, Elizabeth Marie	63GS1-2015-CR-3529	$365.00	$285.00 PSF $80.00 DSC	NJD	JLB	Guilty of VOP, sentenced to 30 days, probation terminated
8/8/2016	Goble	Hinderliter, Mitchell Dean	63GS1-2015-CR-5129	$450.00	$270.00 PSF $160.00 DSC $20.00 PRG	EMB	EMB	Guilty, Probation Terminated
8/1/2016	Goble	Hosmer, Jill Elizabeth	63GS1-2015-CR-15292	$265.00	$245.00 PSF $20.00 DSC	NJD	JLB	Sentenced to 45 days, probation terminated. Costs are a civil debt
8/5/2016	Goble	Mahon, James W.	63gs1-2016-CR-1283	$245.00	$245.00 PSF $40.00 DSC	DLC	DLC	Dismissed;probation terminated
8/8/2016	Goble	Mason, Taisha R	63GS1-2015-CR-9140	$145.00	$125.00 PSF $20.00 DSC	BLC	BLC	VOP Dismissed, probation is terminated.
8/22/2016	Goble	Neal, Alexis Nichole Sun	63GS1-2015-CR-13917	$230.00	$145.00 PSF $85.00 DSC	DLC	DLC	30 days to serve; probation terminated

Uncollected Fees - Adult Probation

8/3/2016	Goble	Northington, Clifford D	63GS1-2016-CR-7119	$160.00	$140.00 PSF $20.00 DSC	SAB	SAB	Probation Terminated; 60 Days in Jail
8/17/2016	Goble	Palmer, Robert Carl	63GS1-2016-CR-3852	$215.00	$175.00 PSF $40.00 DSC	EMB	EMB	Guilty, Probation Terminated
8/31/2016	Goble	Pentecost, Shannon Wayne	63GS1-2016-CR-3341	$140.00	$140.00 PSF	EMB	EMB	Guilty, Probation Terminated
8/12/2016	Goble	Roberson, Michael Steven	63GS1-2016-CR-70	$35.00	$35.00 PSF	DLC	DLC	Dismissed; probation terminated
8/22/2016	Goble	Self, Tiffanie Shyann	63GS1-2016-CR-7374	$125.00	$105.00 PSF $20.00 DSC	JLB	JLB	Guilty of VOP, probation terminated
8/17/2016	Goble	Smiht, Timothy Craig	63GS1-2015-CR-7181	$270.00	$180.00 PSF $190.00 DSC $20.00 PRG	SAB	SAB	Probation Terminated
8/1/2016	Goble	Vicker, James Albert	63GS1-2014-CR-16977	$155.00	$50.00 PSF $80.00 DSC $25.00 PRG	EMB	EMB	Guilty, Probation Terminated
8/31/2016	Goble	Wade, Lisa Marie	63GS1-2015-CR-4505	$110.00	$30.00 PSF $80.00 DSC	EMB	EMB	Guilty, Probation Terminated
8/17/2016	Goble	Whitaker, Christopher Deshone	11411339	$120.00	$85.00 PSF $35.00 DSC	EMB	EMB	Dismissed, Probation Terminated
8/10/2016	Goble	Woodhouse, Aaron L	11402586	$195.00	$175.00 PSF $20.00 DSC	SAB	SAB	Probation Terminated
				$4,956.21				
8/2/2016	Grimes	Amalong, Kyle Duane	11318564	$70.00	$70.00 PSF	DLW	EMB	Dismissed, Probation Terminated
8/16/2016	Grimes	Bowen, Timothy Dewayne	63GS1-2015-CR-3686	$470.00	$350.00 PSF $120.00 DSC	DLC	DLC	60 days to serve; probation terminated
8/30/2016	Grimes	Bradford, Jason Edward	63GS1-2016-CR-11638	$35.00	$35.00 PSF	EMB	EMB	Guilty, Probation Terminated
8/9/2016	Grimes	Bromley, Brandy Michelle	11407402 / 11407403	$390.00	$350.00 PSF $40.00 DSC	NJD	JLB	Guilty of VOP, probation terminated
8/26/2016	Grimes	Carr, Mark V	63GS1-2016-CR-5962	$160.00	$140.00 PSF $20.00 DSC	SAB	SAB	Probation Terminated; 60 Days in Jail
8/3/2016	Grimes	Clark, Christopher L	63GS1-2015-CR-647	$35.00	$35.00 PSF	SAB	SAB	Probation Terminated

Uncollected Fees - Adult Probation

8/18/2016	Grimes	Cox, Christina Michelle	63GS1-2015-CR-11643	$325.00	$245.00 PSF $80.00 DSC	EMB	EMB	Dismissed, Probation Terminated
8/16/2016	Grimes	Cunningham, Clifton Dale	11409998	$305.00	$165.00 PSF $140.00 DSC	DLC	DLC	30 days to serve; probation terminated
8/23/2016	Grimes	Davis, Krista Marie	11414317	$370.00	$310.00 PSF $60.00 DSC	NJD	JLB	Guilty of VOP, sentenced to serve 45 days, probation terminated
8/16/2016	Grimes	Denton, Michael Aaron James	63GS1-2016-CR-9106	$35.00	$35.00 PSF	JLB	JLB	Guilty of VOP, sentenced to 90 days, probation terminated
8/30/2016	Grimes	Edwards, Hanna Jene	63GS1-2014-CR-14855	$370.00	$310.00 PSF $60.00 DSC	NJD	JLB	Guilty of VOP, sentenced to 30 days, probation terminated
8/17/2016	Grimes	Fitzgerald, Corey J	63GS1-2016-CR-6783	$160.00	$140.00 PSF $20.00 DSC	SAB	SAB	Probation Terminated; 180 Days in Jail
8/24/2016	Grimes	Forshey, Jennifer Irene	63GS1-2015-CR-2317	$650.00	$410.00 PSF $240.00 DSC	DLC	DLC	Dismissed; probation terminated
8/24/2016	Grimes	Gilbert, Matthew Antwin	63GS1-2015-CR-12567	$140.00	$140.00 PSF	JLB	JLB	Recovery Court
8/16/2016	Grimes	Givens, Trenton D	63GS1-2015-CR-6920	$15.00	$15.00 PSF	BLC	BLC	VOP Dismissed, probation is terminated. (X2)
8/9/2016	Grimes	Hardin, Christy Lynn	63GS1-2015-CR-7655	$35.00	$35.00 PSF	DLC	DLC	90 days to serve; probation terminated
8/17/2016	Grimes	Holliman, Devon Allan	63GS1-2015-CR-7811 / 63GS1-2015-CR-9486	$95.00	$15.00 PSF $80.00 DSC	JLB	JLB	Dismissed, probation terminated
8/30/2016	Grimes	Jackson, Quest Nathaniel	63GS1-2015-CR-8064	$30.00	$30.00 DSC	EMB	EMB	Dismissed, Probation Terminated
8/30/2016	Grimes	Jones, Courtney Renae	63GS1-2016-CR-7640	$70.00	$70.00 PSF	JLB	JLB	Guilty of VOP, sentenced to serve 11/29, probation terminated
8/9/2016	Grimes	Judkins Jr, William Henry	63GS1-2015-CR-10438	$235.00	$120.00 PSF $20.00 DSC $95.00 PRG	EMB	EMB	Guilty, Probation Terminated
8/4/2016	Grimes	Laney, James Kenneth	11408012	$175.00	$175.00 PSF	JLB	JLB	Guilty of VOP, sentenced to 60 days, probation terminated
8/30/2016	Grimes	Luckey, Marcus Oneal	63GS1-2015-CR-8360	$235.00	$175.00 PSF $40.00 DSC $20.00 MRT	DLC	DLC	60 days to serve; probation terminated
8/16/2016	Grimes	Maeweathers, Tommy Travon	63GS1-2015-CR-10448	$195.00	$175.00 PSF $20.00 DSC	DLC	DLC	45 days to serve; probation terminated

Uncollected Fees - Adult Probation

8/3/2016	Grimes	Medrano Jr., John Anthony	11206575	$735.00	$595.00 PSF $140.00 DSC	NJD	JLB	Probation terminated balance of cost and fees are civil debt
8/23/2016	Grimes	Meek, Sara E	63GS1-2015-CR-2252	$93.00	$85.00 PSF $8.00 DSC	SAB	SAB	Probation Terminated
8/3/2016	Grimes	Morgan, Lynn M	11412913	$110.00	$110.00 PSF	SAB	SAB	Probation Terminated
8/1/2016	Grimes	Nortfleet, Steven R	63GS1-2015-CR-5682	$35.00	$35.00 PSF	SAB	SAB	Probation Terminated
7/26/2016	Grimes	Picotte, Roletta M	63GS1-2015-CR-8409	$355.00	$315.00 PSF $40.00 DSC	SAB	SAB	Probation Terminated
8/23/2016	Grimes	Reed, James E	63GS1-2016-CR-2646	$110.00	$105.00 PSF $5.00 DSC	SAB	SAB	Probation Terminated; 11 Months 29 Days in Jail
8/17/2016	Grimes	Rudd, Jamal Dewayne	63GS1-2016-CR-2180	$164.84	$105.00 PSF $59.84 DSC	DLC	DLC	Dismissed; probation terminated
8/23/2016	Grimes	Tuberville, Christopher D	63GS1-2016-CR-1266	$70.00	$70.00 PSF	SAB	SAB	Probation Terminated
8/3/2016	Grimes	Vaughn, Marvin H	63GS1-2014-CR-18181	$140.00	$80.00 PSF $60.00 DSC	BLC	BLC	Guilty of VOP.Serve 45 days in jail. Probation Terminated is terminated.
8/22/2016	Grimes	Virani, Neal Gopal	63GS1-2015-CR-15288	$20.00	$20.00 PRG	JLB	JLB	Dismissed unserved, probation terminated
7/6/2016	Grimes	Williams, Jami L	63GS1-2015-CR-7061 / 63GS1-2015-CR-9044	$445.00	$265.00 PSF $180.00 DSC	BLC	BLC	VOP Dismissed, probation is terminated. (X2)
8/30/2016	Grimes	Woodruff Jr., Tracy Lamar	6GS1-2015-CR-15699	$180.00	$140.00 PSF $40.00 DSC	NJD	JLB	Time served, probation terminated
				$7,057.84				
7/14/2016	Shelton	Alexander, Felix W	63GS1-2016-CR-7659	$105.00	$105.00 PSF	BLC	BLC	Sentenced to serve 60 days in jail. Probation is terminated.
8/18/2018	Shelton	Brooks, Latoya	63GS1-2014-CR-15305	$75.00	$35.00 PSF $40.00 DSC	BLC	BLC	Dismissed, probation is terminated
8/18/2016	Shelton	Cadena, Richard Anthony	11410478	$200.00	$100.00 PSF $90.00 DSC $10.00 PRG	EMB	EMB	Guilty, Probation Terminated

Uncollected Fees - Adult Probation

8/9/2016	Shelton	Coleman, Megan Elizabeth	63GS1-2015-CR-10496	$35.00	$35.00 PSF	DLC	DLC	Dismissed; probation terminated
7/5/2016	Shelton	Hall, Devann M	63GS1-2014-CR-14996	$75.00	$35.00 PSF $40.00 DSC	BLC	BLC	Violation of Probation, dismissed. Probation is terminated.
8/18/2016	Shelton	Hayes, Jeffery NMN	63GS1-2016-CR-1529	$270.00	$210.00 PSF $60.00 DSC	BLC	BLC	Guilty of VOP; Sentenced to serve 45 days in jail. Probation Terminated.
8/18/2016	Shelton	Knight, Jamie Lee	63GS1-2016-CR-11136	$70.00	$70.00 PSF	DLC	DLC	60 days to serve; probation terminated
8/2/2016	Shelton	Latham, Rebecca Alison	63GS1-2014-CR-19275	$35.00	$35.00 PSF	DLC	DLC	Dismissed; probation terminated
8/4/2016	Shelton	Lee, Jasmine Mariza Nicole	63GS1-2015-CR-2393	$130.00	$130.00 PSF	DLC	DLC	30 days to serve; probation terminated
7/15/2016	Shelton	Martin, Quaimane D	11215621	$570.00	$330.00 PSF $240.00 DSC	BLC	BLC	Dismissed, probation is terminated
8/18/2016	Shelton	Mckinnon, Latoya M	63GS1-2015-CR-952	$70.00	$70.00 PSF	SAB	SAB	Probation Terminated
8/18/2016	Shelton	Muniz, Bred Michael	63GS1-2015-CR-6043	$155.00	$100.00 PSF $40.00 DSC $15.00 MRT	DLC	DLC	90 days to serve; probation terminated
8/19/2016	Shelton	Neely, Evan G	63GS1-2016-CR-2651 / 63GS1-2016-CR-2655	$105.00	$105.00 PSF	BLC	BLC	Sentence to 180 days in jail. Probation Terminated
8/25/2016	Shelton	Owen, David E	63GS1-2016-CR-5962	$75.00	$35.00 PSF $40.00 DSC	SAB	SAB	Probation Terminated; 10 Days in Jail
8/25/2016	Shelton	Purdum, Kevin John	63GS1-2014-CR-18931	$490.00	$490.00 PSF	DLC	DLC	18 days to serve; probation terminated
7/28/2016	Shelton	Reynolds, Oplis F	63GS1-2015-CR-2366	$55.00	$35.00 PSF $20.00 DSC	SAB	SAB	Probation Terminated
8/18/2016	Shelton	Thomas, Marius NMN	11403379	$390.00	$330.00 PSF $40.00 DSC $20.00 PRG	NJD	JLB	Guilty of VOP, sentenced to 30 days, probation terminated
8/5/2016	Shelton	Wilson, Fred L	63GS1-2016-CR-3227	$215.00	$175.00 PSF $40.00 DSC	SAB	SAB	Probation Terminated; 20 Days in Jail
				$3,120.00				

8/10/2016		Hunter, Akeera Kala	63GS1-2014-CR-19061	$385.00	$385.00 PSF	JLB	JLB	Notice of Termination

Uncollected Fees - Adult Probation

8/16/2016		George, Plezhane Von	63GS1-2015-CR-4973	$25.00	$25.00 PSF	NJD	JLB	Notice of Termination
8/5/2016		Waynick, Kimberlyn Dianne	63GS1-2016-CR-1334	$245.00	$165.00 PSF $80.00 DSC	EMB	EMB	Notice of Termination
8/10/2016		McDonald, Rashun Thomas	63GS1-2015-CR-14866	$180.00	$140.00 PSF $40.00 DSC	DLC	DLC	Notice of termination

$835.00

**Notices of Termination are sent to the DA with original cases to be set before the court.*

County Clerk's Report
October 10, 2016

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of September, 2016.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Sheriff's 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 10th day of October, 2016.

Kellie A. Jackson
County Clerk

COUNTY CLERK
SEAL
MONTGOMERY COUNTY, TN

OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Shannon Ennis Bagwell	Deputy Sheriff	09/01/2016
Roy Phillip Baldwin	Deputy Sheriff	09/01/2016
Dustin Michael Huff	Deputy Sheriff	09/01/2016
Nathan Daniel Kinn	Deputy Sheriff	09/01/2016
Daniel Thomas Kowal	Deputy Sheriff	09/01/2016
Kaitlyn Rose Kramer	Deputy Sheriff	09/01/2016
Dale Lewis Tuel	Deputy Sheriff	09/01/2016
Brooke E. Sinitiere	Deputy Sheriff	09/12/2016

OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Erica Moss	Deputy Circuit Court Clerk	09/13/2016
Denise Bishop	Deputy Circuit Court Clerk	09/19/2016

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

Notaries to be elected October 10,2016

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. TERRI D ADLER	406 MARIETTA PLACE CLARKSVILLE TN 37043 931 358 2701	1971 MADISON ST STE B CLARKSVILLE TN 37043 931 647 8557
2. JOHN KEVIN BAKER	196 CLEARVIEW DR #402 CLARKSVILLE TN 37043 615 939 5055	2277 WILMA RUDOLPH BLVD STE C CLARKSVILLE TN 37040 931 906 9030
3. ELLOWYN J BELL	588 BRADY DR CLARKSVILLE TN 37042 931 553 8314	715 YOUNGS LANE NASHVILLE TN 37207 615 226 6500
4. SUSAN S BROCK	2565 STONE BRIAR DR CLARKSVILLE TN 37043 931 920 7918	621 GRACEY AVE CLARKSVILLE TN 37040 931 920 7918
5. DONNA BROWNING	4264 WEST MAIN ST ERIN TN 37061 931 721 9141	5270 MARION RD CUNNINGHAM TN 37052 931 387 3879
6. JANIS H BRYANT	147 OBSERVATORY DR CLARKSVILLE TN 37040 931 552 0157	2401 PARMAN DR NASHVILLE TN 37230 615 342 4441
7. KRISTA R DAVIS	5600 WATKINS FORD ROAD SOUTHSIDE TN 37171 931 206 5530	350 PAGEANT LN STE 101C CLARKSVILLE TN 37040 931 648 5709
8. LADONNA SUE DOWDY	2596 STONES MANOR WAY CLARKSVILLE TN 37043 931 980 8990	2321 RUDOLPH TOWN RD CLARKSVILLE TN 37043 931 919 0947
9. CHRISTOPHER MICHAEL DOZIER	412 MONTROSE DR CLARKSVILLE TN 37042 931-206-1691	1820 BUSINESS PARKE DR CLARKSVILE TN 37040 9312211132
10. ERIN ROISIN DUVALL	3631 BLACKFORD HILLS RD CUNNINGHAM TN 37052 609 500 6869	324 FRANKLIN STREET CLARKSVILLE TN 37040 931 552 7474
11. JESSICA N GABRIEL	1009 ROEDEER DRIVE CLARKSVILLE TN 37042 931 905 4576	1477 TINY TOWN RD #236 CLARKSVILLE TN 37042 615 988 0623
12. REBECCA J GARMAN	441 NEEDMORE RD APT 124 CLARKSVILLE TN 37040 615 585 7262	310 FRANKLIN ST CLARKSVILLE TN 37040 931 552 0549

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

Notaries to be elected October 10,2016

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. TIARRA GRAYMAN	1237 VERKLER DR APT D CLARKSVILLE TN 37042 931 278 5627	2277 WILMA RUDOLPH STE C CLARKSVILLE TN 37040 931 906 9030
14. JONG HALL	602 WESTCHESTER PL CLARKSVILLE TN 37043 931 249 6861	101A HATCHER LN CLARKSVILLE TN 37043 931 896 2489
15. W TIMOTHY HARVEY	290 DEERWOOD ROAD CLARKSVILLE TN 37043 931-358-3101	310 FRANKLIN STREET CLARKSVILLE TN 37040 931-552-0549
16. CANDACE HOMER	2032 BANDERA DR CLARKSVILLE TN 37042 931-302-9610	119 FRANKLIN ST CLARKSVILLE TN 37040 9313029610
17. VICTORIA JOHNSON	2489 SENSENEY DR CLARKSVILLE TN 37042 615 571 8177	404 JAMES ROBERTSON PKWY 1712 NASHVILLE TN 37219 615 242 9000
18. LISA JOINER	325 JASON CIRCLE CLARKSVILLE TN 37040 931-249-1671	1820 BUSINESS PARK DR CLARKSVILLE TN 37040 931-905-2810
19. LISA H KNIGHT	151 BLACKFORD RD CUNNINGHAM TN 37052 931 801 3892	123A CENTER POINTE DR CLARKSVILLE TN 37040 931 906 8400
20. MIKALE MERCADO	1317 SONJA DRIVE CLARKSVILLE TN 37042 615 424 0640	6601 CENTENNIAL BLVD NASHVILLE TN 37027 615 350 4430
21. MONICA V MITCHELL	3391 HEATHERWOOD TRACE CLARKSVILLE TN 37040 931-436-7363	1833 TINY TOWN RD CLARKSVILLE TN 37040 931-647-3955
22. NIKKI PUZON	175 FAIRVIEW LN CLARKSVILLE TN 37040 931-645-4488	2621 HWY 41A BYPASS CLARKSVILLE TN 37040 931-645-4488
23. SHEILA SHIRLENE RATLIFF	3101 HWY 149 PALMYRA TN 37142 931 326 9230	120 COMMERCE ST. CLARKSVILLE TN 37040 931-648-0611
24. TRAVIS E REYNOLDS	621 TINY TOWN RD. APT 804 CLARKSVILLE TN 37042 931-257-2966	2277C WILMA RUDOLPH BLVD CLARKSVILLE TN 37040

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

Notaries to be elected October 10,2016

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. TAYLOR REYNOLDS	379 DONNA DR CLARKSVILLE TN 37042 931-237-6549	3136 OLD SANGO RD CLARKSVILLE TN 37043 931-358-4700
26. STEVEN RICHARDSON	740 KLEEMAN DR CLARKSVILLE TN 37040 931 220 9016	740 KLEEMAN DR CLARKSVILLE TN 37040 931 220 9016
27. C SMITH	844 BROOKE VALLEY TRACE CLARKSVILLE TN 37043 337 353 6085	
28. ROXANA L SMITH	3200 JARRELL RIDGE RD CLARKSVILLE TN 37043 931-249-3231	212 MADISON ST 2ND FLOOR CLARKSVILLE TN 37040 9316475959
29. SASHA STONE	1897 MADISON ST APT A5 CLARKSVILLE TN 37043 256 404 9307	2070 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 920 1586
30. CAITLIN A SWAFFER	4788 LOUISE RD CUMBERLAND FURANCE TN 37051 931 320 5712	350 PAGEANT LN STE 101C CLARKSVILLE TN 37040 931 648 5709
31. SHIRLEY ANN TABB	1342 AMBLESIDE DR CLARKSVILLE TN 37043 931 551 8687	681 SUMMER ST CLARKSVILLE TN 37040 931 221 7737
32. MARK S UNDERWOOD	1414 JANET WAY CLARKSVILLE TN 37042 931 647 2482	112 SOUTH SECOND ST CLARKSVILLE TN 37040 931 648 5538
33. MARIROSE VEGA	1612 BUCHANON DRIVE CLARKSVILLE TN 37042 931 494 4684	32 SCREAMING EAGLE BLVD FORT CAMPBELL KY 42223 931-431-0199

County Clerk's Report

On Motion to Adopt by Commissioner Butts, seconded by Commissioner Redd, the foregoing County Clerk's Report was Approved by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

Montgomery County Government

Brenda E. Radford
♣Trustee♣
P.O. Box 1005
Clarksville, Tennessee 37041

TRUSTEE'S RELEASE LIST

TO THE HONORABLE COURT OF MONTGOMERY COUNTY, TENNESSEE

We, your Release Committee, respectfully submit the following report and recommend that Brenda E. Radford, Trustee, be released from the following taxes because of double assessments, erroneous assessments, rollback, errors, county tax relief, etc.

Tax Year	Type Taxes	Amount
2015	Realty and Personal	$ 123,381.06
2014	Realty and Personal	$ 85,078.00
2013	Realty and Personal	$ 14,042.00
2012	Realty and Personal	$ 1,386.00
2015	County Tax Relief	$ 316,237.00
Total		**$ 540,124.06**

Respectfully submitted this 22nd day of September, 2016

Martha J. Brockman — Martha Brockman

Robert Gibbs — Robert Gibbs

_____ Jason A. Hodges

_____ Garland Johnson

2015 ASSESSORS CHANGES DECREASES 7/1/2015-6/30/2016

NAME	AMOUNT	MAP & PARCEL	DATE	REASON	CERT#
ALMAR FARMS INC	$ 1,163.00	13-4.02	11/12/15	DOUBLE ASSESSED WITH MAP & PARCEL 13-3.00	7290
ANTHONY R WOOD PAINTING CO	$ 224.00	29L-E-2.00-P-001	06/21/16	BUSINESS CLOSED	7609
APRIL M COLLINS DBA NOTEWORTHY PIANO	$ 64.00	93-66.00-P	06/06/16	BUSINESS CLOSED	7626
ASCEND FEDERAL CREDIT UNION	$ 437.00	70-54	03/12/16	HOUSE FIRE IN MARCH 2015	7508
ASPIRE CLARKSVILLE	$ 209.00	130-15.02	11/24/15	PRORATING VALUE - SOLD TO EXEMPT OWNER MAY 2015	7329
BANK OF AMERICA N A NC1-001-03-80	$ 74.00	41L-D-1.00-P-001	01/06/16	BRANCH OFFICE CLOSED JAN 24, 2015	7545
BANK OF AMERICA N A NC1-001-03-80	$ 78.00	41L-D-1.00-P-003	01/06/16	BRANCH OFFICE CLOSED JAN 24, 2015	7546
BATSON DEVEL CO INC	$ 1,062.00	65P-A-5.00	03/15/16	DEMOLITON PERMIT 4-8-15. INSPECTED 1-28-16	7555
BEHBAHANI, KAMRAN	$ 325.00	111-7.33	05/31/16	HOUSE FIRE, PRORATED FOR 2015	6221
BELLSOUTH TELECOMMUNICTIONS LLC	$ 1,228.00	6O-B-1.01	11/12/15	PARCEL DELETED AND COMBINED WITH MAP & PARCEL 6-57.02	7314
BENTLEY'S COMPUTERS	$ 11.00	44-59.00-P-001	05/10/16	BUSINESS CLOSED	7577
BICKFORD, SUAL DIANE	**$ 49.00**	**109M-A-16.00**	**06/08/16**	**CORRECTION LETTER- TAX FREEZE ADJUSTMENT**	LETTER
BICOUNTY GAS PRODUCERS LLC	$ 29,068.00	51-10.01-P-001	03/28/16	ACCOUNT WAS PICKED UP BY OSAP	7579
BOLIN, SEAN A	$ 105.00	31O-B-9.00	05/31/16	INCORRECT SQUARE FT HOUSE REMEASURED	7616
CASTRO, SALVADOR AND LYDIA	$ 5,988.06	19H-C-8.05	12/05/15	REDUCED VALUE FOR NO ACCESS TO FT CAMPBELL BLVD	7347
CELA, SOKOL	$ 229.00	60O-B-17.00	03/25/16	CEMETERY EXEMPT	7570
CHARTER COMMUNICATIONS II	$ 101.00	56A-A-9.00-P-001	11/13/15	DESK AUDIT FOUND KEYING ERRORS	7300
CHEEK, REGINA E	$ 1,128.00	160-1.04	11/25/15	DOUBLE ASSESSED WITH MAP & PARCEL 159-37.01	7337
CLARKSVILLE MONTG COUNTY SCHOOL SYSTEM	$ 1,228.00	80B-C-26.01	12/22/15	EXEMPT OWNER - SCHOOL SYSTEM	7499
CLARKSVILLE NEW HOLLAND	$ 190.00	80G-G-3.00-P-002	05/31/16	BUSINESS SOLD IN 2014	7610
CLARKSVILLE NORTH CIRCULATION AGENCY	$ 29.00	98E-A-4.00-P-001	04/09/16	BUSINESS CLOSED	7680
CLR ATTN CORY REEDER	$ 86.00	88B-C-17.00-P	04/09/16	BUSINESS CLOSED	7596
COCKE, JOHN	$ 98.00	111-6.00	04/04/16	DEMOLITION PERMIT 4-8-15. INSPECTED 1-28-16	7573
CONNELL, LUCIEN C III ETAL	$ 14,521.00	58-4.05	02/29/16	DECREASE-ADDED AG ON VALUE TO AC RDF IN SPECIAL INFL	7576
DAVENPORT, BEVERLY J	$ 116.00	81A-C-2.00	03/12/16	CHANGED DEPRECIATION FROM AVERAGE TO FAIR	7559
DAVIS, DAVID M AND LINDA G	$ 359.00	79-2.02	11/25/15	CHANGED DOUBLE WIDE MOBILE HOME VALUE	7328
DEMONBREUN, MICHAEL	$ 2,014.00	126-16.01	04/19/16	ROLLBACK VOIDED	
EDGOTEN LLC	$ 257.00	6O-D-42.00	11/13/15	DELETED PARCEL FOR 2015. SHOULD BE NEW FOR 2016	7311
EDWARDS, DAVID L AND HAZEL	$ 275.00	90H-C-22	11/23/15	OWNER DID NOT RECEIVE ASSESSMENT NOTICE	7327
ELEMENT FINANCIAL CORP	$ 71.00	17-28.01-P-001	12/19/15	BUSINESS CLOSED	7338
FARMER, BRYAN EARL	$ 873.00	133-55.10	05/31/16	HOUSE FIRE	7620
FLIPPEN, MICHAEL AND GERDA	$ 254.00	6G-H-10.00	11/23/15	BUSINESS CLOSED	7330
FULL GOSPEL TENNESSEE CHURCH	$ 240.00	41-9.00	04/06/16	DEMO PERMIT-BUILDING WAS NO LONGER THERE OF 3/2015	7541
GENTRY, RICKIE L	$ 30.00	30I-A-4.00	10/30/15	DELETE MOBILE HOME AND CHANGE SIZE OF UTL BLDG	7294
GIBSON, DAVID	$ 441.00	122-30.30	05/31/16	OWNER REMOVED MOBILE HOME IN JULY 2014	7622
GLOBAL ENRICHMENTS LLC ROMETRA BOYD	$ 241.00	80D-A-25.02-P-001	03/18/16	CHANGING DEPRECIATION TO STANDARD VALUE, PLUS 25%	7568

GOTCHER FAMILY FENCE JONATHON GOTCHER	$	237.00	87H-C-3.40-P	12/19/15	BUSINESS NEVER STARTED	7339
HENRY, JAMES	$	85.00	79C-E-18.00	05/13/16	DEMO'D IN 2006-SHOULD NO LONGER BE COMMERCIAL	7619
HENSLEY, BRUCE E	$	219.00	54H-B-55	02/18/16	PRORATING VALUE FOR HOUSE FIRE 7-27-15	7505
HOOD'S ELECTRICAL MARK S HOOD	$	403.00	123-81.00-P-001	03/12/16	BUSINESS NEVER STARTED	7507
JERRY JACKSON AIR	$	334.00	42J-E-9.00-P-001	04/04/16	BUSINESS CLOSED	7588
JK LAWNS AND CLEANING	$	11.00	17H-J-18.00-P-001	03/25/16	BUSINESS CLOSED	7589
KEATTS & BROMLEY AUTO SALVAGE	$	14.00	96-42.00-P	06/03/16	BUSINESS CLOSED	7628
KEN WALL BACKHOE	$	881.00	78E-A-18.00-P-001	05/19/16	BUSINESS CLOSED	7623
KEOHO, KEALOHA KAMI AND TERRI A	$	141.00	64D-A-42.00	11/16/15	CORRECTING SECOND FLOOR SQUARE FOOTAGE	7323
KRUECKEBERG, ROBERT P III	$	361.00	81L-H-72.00	12/28/15	PRORATING HOUSE VALUE - COMPLETED ON 5/1/15	7346
LAMAR ADVERTISING OF CLARKSVILLE	$	1,120.00	66K-D-7.00-P-003	11/16/15	DESK AUDIT FOUND KEYING ERRORS	7317
LOFT #1882	$	870.00	32-114.00-P-066	11/13/15	STORE NEVER OPENED	7308
LOYD, DANIEL T AND JOANNE L	$	69.00	56M-B-13.00	11/25/15	VALUE ADJUSTED TO COMPARABLE VALUES	7332
LUMPKINS, FLORA NELL AND TAYLOR, JAMES A	$	195.00	54I-D-11.00	03/15/16	DELETED DCU AND ADDED DEPRECIATION	7552
M & M MART GEORGE S MICHAEL	$	98.00	56-57.03-P-008	11/16/15	LICENSE CLOSED DECEMBER 30, 2013	7326
MALOF, MARIA	$	166.00	106-16.00	06/02/16	CORRECTION LETTER-TAX FREEZE ADJUSTMENT	LETTER
MARTIN, JON C	$	780.00	134-43.00-P-001	03/12/16	BUSINESS NEVER STARTED	7502
MARY L WEAKLEY	$	944.00	158-1.00	04/27/16	VOIDED ROLLBACK	
MCNEAL, MATTHEW D	$	291.00	40P-B-37.00	04/04/16	UPPER STORY WAS ASSESSED TWICE	7540
MERCHANTS AUTOMOTIVE GROUP INC	$	187.00	15-7.00-P-022	02/23/16	DOUBLE ASSESSMENT	7562
METCALF, LARRY E AND CHONG	$	5,155.00	66D-A-6.03	02/09/16	EXEMPTED BY SBOE AS OF 10-01-12	7566
MIDDLE TN AMUSEMENT RANDY YOUNG	$	1,632.00	79M-A-30.00-P-001	02/03/16	AMENDED PERSONAL PROPERTY SCHEDULE	7550
MILDRED DARNELL JOHNSON FAMILY PTRSHP	$	2,286.00	7-16.06	12/22/15	LOWERED LAND VALUE - VACANT AND UNDEVELOPED	7501
MILLIKEN, LOLA CLARKS MONTG SCHOOL SYSTEM	$	92.00	66N-F-9.00	02/22/16	DECREASE OWNER CMCSS AS OF MAY 31, 2015	7548
MLOB LLC	$	5,335.00	33-15.01	05/23/16	SBOA #103493	7582
MOTHER'S TOUCH PAUL JONES	$	176.00	54D-G-4.00-P-001	03/05/16	BUSINESS NOT OPENED AS OF 1-1-2015	7549
NEUBAUER, STEPHEN W	$	287.00	82-5.05	04/06/16	COMMERICAL ONLY	7572
NEXTEER AUTOMOTIVE CORP	$	58.00	40-5.01-P-004	12/19/15	DESK AUDIT FOUND KEYING ERRORS	7343
OAKHILL ESTATES	$	80.00	133-32.00	11/12/15	HOUSE DEMOLISHED PER PERMIT DATED 12/30/2013	7315
PLANTERS BANK	$	44.00	56G-J-18.00-P-001	11/16/15	DESK AUDIT FOUND KEYING ERRORS	7318
PLUMMER, SONJA LEA	$	3,392.00	87-95.01	06/17/16	VOIDED ROLLBACK	
PORTER ACOUSTICS	$	28.00	30M-D-2.00-P-001	04/09/16	BUSINESS CLOSED	7606
PROVIDENCE BUILDERS LLC	$	45.00	79G-A-26.00	11/13/15	ADDED DEPRECIATION	7295
PRUITT, MARK G ETAL	$	240.00	54E-E-3.00	12/23/15	CHANGE LAND FROM 40% ASSESSMENT TO 25% ASSESSMENT	7529
QUEEN CITY ICE	$	36.00	18-2.01-P-005	04/26/16	BOOKKEEPER SUBMITTED WRONG VALUE OF EQUIPMENT	7602
QUEEN CITY ICE	$	457.00	79B-F-18.00-P-001	04/26/16	BOOKKEEPER SUBMITTED WRONG VALUE OF EQUIPMENT	7603
REAL PROPERTY HOLDINGS INC	$	27.00	63-7.06	04/15/16	COMBINED WITH THIS PARCEL IN ERROR	7583
REYNOLDS, WILLIAM D AND LAURA B	$	117.00	131-13.00	03/05/16	PLACING SITE VALUE ON MOBILE HOME	7551
RINGGOLD MILL PROPERTIES	$	2,198.00	5E-A-2.00	11/13/15	BUILDING RAZED 7-20-15, VALUE PRORATED	7307

ROCHFORD REALTY & CONSTRUCTION INC	$	517.00	16-1.02	12/22/15	CONVEYED TO EXEMPT OWNER 7-31-15, PRORATED VALUE	7500
ROGER PACK SALES	$	291.00	67-104.00-P	06/03/16	BUSINESS CLOSED	7627
SANGO POOL SPA	$	43.00	8-13.04-P-011	03/22/16	BUSINESS CLOSED	7595
ROSS, JOHN D AND HALEY N	$	169.00	89-55.14	10/30/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7292
SAVANNAH CROSSING HOA C/O BOSWELL ALFRED T	$	53.00	82J-A-4.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7517
SAVANNAH CROSSING HOA C/O FISHER MARY H	$	518.00	82J-A-13.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7526
SAVANNAH CROSSING HOA C/O GEE JAMES M	$	351.00	82J-A-10.00	02/17/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7523
SAVANNAH CROSSING HOA C/O GOBEL KIMBERLY	$	196.00	82J-A-24.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7536
SAVANNAH CROSSING HOA C/O GRANT KATHY H	$	176.00	82J-A-21.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7535
SAVANNAH CROSSING HOA C/O HARDISON LINDA	$	130.00	82J-A-18.00	01/15/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7532
SAVANNAH CROSSING HOA C/O JOHN TOWELL TR	$	55.00	82J-A-4.00	01/15/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7521
SAVANNAH CROSSING HOA C/O KNIGHT ROBERT	$	121.00	82J-A-1.00	01/15/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7514
SAVANNAH CROSSING HOA C/O LEWIS JEANNIE	$	67.00	82J-A-6.00	01/15/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7519
SAVANNAH CROSSING HOA C/O MCCLURE GARY	$	75.00	82J-A-3.00	01/15/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7516
SAVANNAH CROSSING HOA C/O OLE MAE HARELL	$	498.00	82J-A-11.00	01/15/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7524
SAVANNAH CROSSING HOA C/O PAXTON PAULA	$	131.00	82J-A-17.00	01/19/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7531
SAVANNAH CROSSING HOA C/O SIEGEL RICHARD	$	153.00	82J-A-12.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7525
SAVANNAH CROSSING HOA C/O STUARD KATHERINE	$	145.00	82J-A-19.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7533
SAVANNAH CROSSING HOA C/O TAYLER ALBERT	$	190.00	82J-A-25.00	01/15/16	PLACING ON THE 2014 REAPPRAISAL VALUE	7537
SAVANNAH CROSSING HOA C/O TREAT JEFFREY	$	356.00	82J-A-15.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7528
SAVANNAH CROSSING HOA C/O WALKER JOHN	$	150.00	82J-A-5.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7518
SAVANNAH CROSSING HOA C/O WILSON CARL	$	205.00	82J-A-20.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7534
SAVANNAH CROSSING HOA C/O WILSON FRANK	$	352.00	82J-A-22.00	12/22/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7513
SCOTT, PAUL C AND VILLARE, JESSICA J	$	586.00	30P-O-22.00	12/05/15	CORRECTED VALUE TO PLACE ON INCOME	7344
SCUDDER, WILLIAM H AND BARBARA P	$	137.00	82J-A-14.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7527
SKINNER, BENNY	$	336.00	101-223.00	01/06/16	PUT INTO GREENBELT	7538
SNACK & SWEET SHOP OLIVER, DERRICK & ROBIN	$	130.00	8K-A-12.00-P	12/19/15	BUSINESS CLOSED	7336
ST JOHN MISSIONARY BAPTIST CHURCH	$	528.00	8-14.02	04/06/16	SBOE EXEMPT	7556
STEWART, PATTY C/O MONTESSORI ACADEMY INC	$	4,565.00	41L-C-1.00	11/12/15	SBOE EXEMPTION AS OF JUNE 5, 2015	7313
SYKES, FRANCES	$	116.00	62-9.00-	04/26/16	DOUBLE ASSESSMENT	7580
THE TABERNACLE INC	$	6,795.00	65P-F-5.01	05/13/16	STATE BOARD OF EQUALIZATION	7618
THOMAS TRUSTEE BOBBY FLIPPO	$	69.00	82J-A-7.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7520
TOP CATS CATERING	$	407.00	40-20.02-P-001	04/30/16	BUSINESS CLOSED	7612
TUCKER CORPORATION	$	346.00	82J-A-16.00	12/24/15	PLACING ON THE 2014 REAPPRAISAL VALUE	7530
TWO RIVERS FREE WILL BAPTIST CHURCH ETAL	$	5,967.00	17-37	11/13/15	SBOE EXEMPTION AS OF JUNE 12, 2015	7312
VICK, WILLAIM DEAN	$	1,802.00	52-118.06	04/06/16	ROLLBACK VOIDED	
VISIONS METAPHYSICAL BOUTIQUE	$	96.00	66G-G-28.00-P-004	03/25/16	BUSINESS CLOSED	7591
WARD, RONALD D C/O SAINT ABBA SARAPAMONE	$	1,063.00	65P-D-27.00	11/13/15	SBOE EXEMPTION AS OF AUGUST 19, 2015	7324
WASTE CONNECTIONS INC #6034	$	2,956.00	55M-D-10.00	11/12/15	DESK AUDIT FOUND ERRORS	7301

WEIGEL, JOHN ALVIN	$ 109.00	79D-L-4.00	03/24/16	CITY OF CLARKSVILLE PURCHASED THIS PROPERTY	7509
WELL DONE WILLIAM D LEWIS	$ 80.00	32P-C-46.00	03/15/16	REVALUATION OF TOOLS AND EQUIPMENT	7587
WISEMAN, LEE ROBERT	$ 72.00	120-11.11	03/15/16	TOPO REQUIRED FURTHER INFLUENCE	7547
WKB PROPERTIES	$ 27.00	57-17.03	04/04/16	A COURT ORDER TRANSFERRED THE PROPERTY TO TDOT	7575
WORD OF LIFE CHURCH INC	$ 23.00	66E-D-18.00	01/04/16	EXEMPT BY SBOE AS OF SEPTEMBER 15, 2015	7543
WORD OF LIFE CHURCH INC	$ 23.00	66E-D-17.00	03/24/16	EXEMPT BY SBOE AS OF SEPTEMBER 15, 2015	7542
WORD OF LIFE MINISTRIES INC	$ 215.00	66E-D-10.00	03/05/16	EXEMPT BY SBOE AS OF SEPTEMBER 15, 2015	7511
WORD OF LIFE MINISTRIES INC	$ 34.00	66E-D-19.00	03/05/16	EXEMPT BY SBOE AS OF SEPTEMBER 15, 2015	7544
TOTALS:	**$ 123,381.06**				

2014 ASSESSORS CHANGE DECREASES 7/1/2015-6/30/2016

NAME	AMOUNT	MAP & PARCEL	DATE	REASON	CERT#
ALMIGHTY SMOKIN BBQ	$ 165.00	81L C 11.00-P	09/02/15	BUSINESS CLOSED	7280
AJAX PROPERTIES LLC	$ 5,255.00	41-87.02	10/09/15	SBOE APPEAL #98472	7284
BETTER CHOICE OF LIVING	$ 452.00	66D-C-11.00	10/09/15	SBOE APPEAL #7287; 50% OF VALUE EXEMPT	7287
BHAGAT, RAMAN J	$ 3,757.00	33H-B-4.00	07/17/15	SBOE APPEAL	7241
CAT'S EYE INVESTIGATIONS JENNIFER BARTON	$ 54.00	44O-B-30.00-P-001	03/16/16	BUSINESS NEVER TOOK OFF	7561
CHEESEBURGER CHARLEY'S	$ 402.00	17B-E-8.00 -P-011	03/16/16	BUSINESS CLOSED	7558
CHILDREN'S JUNCTION DAYCARE	$ 51.00	43L-H-32.00-P	05/12/16	BUSINESS CLOSED	7614
CLARKSVILLE NORTH CIRCULATION AGENCY	$ 25.00	98E-A-4.00-P-001	05/23/16	BUSINESS CLOSED	7607
CLR ATTN CORY	$ 72.00	88C-C-17.00-P	05/26/16	BUSINESS CLOSED	7597
DBS SPECTRUM HOME SERVICES	$ 235.00	41I-D-29.00-P	08/13/15	BUSINESS CLOSED	7272
DILLARD TN OPERATING	$ 6,910.00	33-26.00	10/09/15	SBOE APPEAL #98635; DECREASE	7282
DIPAOLO, OSVALDO	$ 1,501.00	66K-C-8.01	07/17/15	NO BUSINESS AT THIS LOCATION; CORRECT NBV	7248
DJF CLEANING	$ 40.00	71C-A-9.00-P-001	07/10/15	BUSINESS CLOSED	7247
ELEGANT PETS	$ 52.00	57A-D-13.00-P	09/02/15	BUSINESS CLOSED	7278
FOR THE LOVE OF LUMBER	$ 2,334.00	125B-A-8.00-P-001	07/29/15	BUSINESS CLOSED	7260
FWJR DEVELOPMENT PARTNERS	$ 5,802.00	15-7.02	12/18/15	ROLLBACK VOIDED	
GIVENS, GINA	$ 9.00	67E-A-9.00	08/17/15	CORRECTION TO DCU	7259
GRIMES PROCESS SERVER	$ 20.00	109-62.01-P	07/23/15	BUSINESS CLOSED	7250
H & L CONTRACTING	$ 328.00	38-15.00-P	09/02/15	BUSINESS CLOSED	7275
HENNEBERG, JAMES D	$ 132.00	30P-M-3.00	10/09/15	DECREASE AFTER HOUSE WAS INCORRECTLY MEASURED	7288
HERITAGE BANK	$ 260.00	80C-A-8.06-H	07/01/15	SBOE EXEMPT PER HOA	7246
J & J TRANSPORTATION	$ 6,004.00	30P-A-24.00-P-001	09/02/15	BUSINESS CLOSED	7277
JERLES, NORMA J	$ 4,769.00	41-6.01	10/09/15	SBOE #98636	7283
KILLEBREW, MARY	$ 2,013.00	77 26.00	07/12/15	ROLLBACK VOIDED	
LOCKETT, JOHN W	$ 885.00	410-E-15.00	08/18/15	PRORATON OF TAX BILL FOR NEW OWNER	7267
M & M MART GEORGE S MICHAEL	$ 82.00	56-57.03-P-008	11/16/15	LICENSE WAS CLOSED PER DEPARTMENT OF REVENUE	7325
MARX EXPRESS	$ 820.00	31L-D-6.00-P	08/12/15	BUSINESS CLOSED	7270
MATHER, MICHAEL	$ 570.00	29N-C-2.00	08/18/15	PURCHASED BY US ARMY CORPS OF ENGINEERS	7273
MCCARRELL, SHANE	$ 277.00	62P-A-19.00	07/17/15	CLERICAL ERROR, KEYED 10 FIREPLACES INSTEAD OF 1	7239
MCQUEEN DETAIL & WINDOW	$ 156.00	79C-E-43.00-P-001	07/22/15	BUSINESS CLOSED	7253
MCNEAL, MATTHEW	$ 282.00	40P-B-37.00	05/31/16	CORRECTING UPPER STORY FINISHED ASSESSED TWICE	7253
METCALF, LARRY E	$ 4,995.00	66D-A-6.03	02/09/16	SBOE EXEMPT	7565
MLCB LLC	$ 5,170.00	33-15.01	05/20/16	SBOA #398892	7581
MPH CONSTRUCTION	$ 310.00	55A-D14.00-P-001	08/12/15	BUSINESS CLOSED	7266
MY AMORE BOUTIQUE	$ 36.00	80A-B-7.00-P	07/22/15	BUSINESS CLOSED	7252
NEUBAUER, STEPHEN W	$ 278.00	82-6.05	04/06/16	DOUBLE ASSESSMENT	7571

OAKHILL ESTATES	$ 78.00	133-32.00	12/28/15	HOUSE DEMOLISHED	7316
OHLEMANN, LAVON M	$ 87.00	32O-D-49.01	12/08/15	DECREASE IN VALUE FOR TVA EASEMENT	7309
PERFORMANCE LAWN CARE	$ 249.00	112-133.02-P	05/10/16	BUSINESS CLOSED	7613
PORTER ACOUSTICS	$ 23.00	30M-D-2.00-P-001	05/23/16	BUSINESS CLOSED	7605
PROFESSIONAL SERVICE COMPANY	$ 350.00	109-69.02-P	07/28/15	BUSINESS CLOSED; OWNER DECEASED	7262
REAL PROPERTY HOLDINGS INC	$ 26.00	63-7.06	04/25/16	SI 001 WAS COMBINED WITH THIS PARCEL IN ERROR IN 2014	7584
REMODEL TO SELL	$ 51.00	126-23.06-P-001	09/02/15	BUSINESS CLOSED	7281
RWA/CROSSLAND MANOR	$ 1,974.00	66M-A-1.01	07/17/15	SBOE APPEAL #99877	7244
RWA/CROSSLAND VENTURES LP	$ 2,938.00	80A-B-1.00	10/09/15	SBOE APPEAL #99876	7245
RWA/NEEDMORE PLACE	$ 19,891.00	41-13.13	07/17/15	SBOE APPEAL #99295	7243
SAFE TAILS	$ 110.00	41P-A-9.00-P	03/08/16	BUSINESS CLOSED MOVED TO DAVIDSON COUNTY	7554
SANGO POOL SPA	$ 36.00	8-13.04-P-011	03/22/16	BUSINESS CLOSED	7594
STAGGS, SCOTT AND KATHRYN L	$ 94.00	129-15.02	12/08/15	MOBILE HOME NOT ON THIS PROPERTY	7289
SUPERIOR O & P	$ 2,244.00	41E-D-12.00	05/10/16	BUSINESS DOUBLE ASSESSED FOR 2014	7615
TOP CATS CATERING	$ 343.00	40-20.02-P-001	03/25/16	BUSINESS CLOSED	7611
VISIONS METAPHYSICAL BOUTIQUE	$ 81.00	66G-G-28.00-P-004	03/25/16	BUSINESS CLOSED	7590
WADE TRIM EPC LLC	$ 1,613.00	9-14.01-P-014	07/23/15	BUSINESS CLOSED	7256
WKB PROPERTIES	$ 1.00	57-17.03	04/04/16	BUSINESS CLOSED	7574
WOLF PACK APPREHENSION 101	$ 12.00	66J-B-8.00-P-007	09/04/15	BUSINESS CLOSED	7276
WOOD, ANTHONY R	$ 188.00	29L-E-2.00-P-001	06/13/16	BUSINESS CLOSED	7280
WORD OF LIFE MINISTERIES INC	$ 186.00	66E-D-11.00	03/05/16	BUILDING DEMOLISHED IN 2011-2012	7510
TOTALS:	**$ 85,078.00**				

2013 ASSESSOR CHANGES DECREASES 7/1/2015-6/30/2016

NAME	AMOUNT	MAP & PARCEL	DATE	REASON	CERT#
CURRY, LEHOMA	$ 221.00	40-4.02-T-203	08/11/15	BUSINESS CLOSED	7242
BDHS PROPERTIES PARTNERSHIP	$ 231.00	66D-C-11.00	10/09/15	SBOE #78237;50% VALUE OF THE SUBJECT IS TO BE EXEMPT	7286
BUTLER BOY BULLIES	$ 11.00	34-24.01-P-001	05/18/16	BREEDERS PERMIT DENIED	6996
DAVID, SOHN	$ 54.00	111-7.05-P-001	08/11/15	BUSINESS CLOSED	7255
DBA SPECTRUM HOME SERVICES	$ 216.00	41I-D-29.00-P	08/27/15	BUSINESS CLOSED	7272
ELEGANT PETS	$ 47.00	57A-D-13.00-P	09/18/15	BUSINESS CLOSED	7279
GIVENS, GINA	$ 7.00	67E-A-9.00	08/17/15	CORRECTED DCU	7258
GPM INC XIAHUA XUE	$ 286.00	41-67.03-P-009	09/16/15	BUSINESS CLOSED	6994
GRIMES PROCESS SERVER	$ 18.00	109-62.01-P	08/11/15	BUSINESS CLOSED	7249
H & L CONTRACTING	$ 301.00	38-15.00-P	09/18/15	BUSINESS CLOSED	7275
J & J TRANSPORTATION	$ 5,511.00	30P-A-24.00-P-001	09/17/15	BUSINESS CLOSED	7328
MARX EXPRESS	$ 753.00	31L-D-6.00-P	08/27/15	BUSINESS CLOSED	7269
MCQUEEN DETAIL & WINDOW	$ 143.00	79C-E-43.00-P-001	08/11/15	BUSINESS CLOSED	7254
METCALF, LARRY E	$ 5,250.00	66D-A-6.03	02/18/16	EXEMPT	7564
MPH CONSTRUCTION	$ 284.00	65A-D-14.00-P-001	08/27/15	BUSINESS CLOSED	7265
MY AMORE BOUTIQUE	$ 33.00	80A-B-7.00-P	08/11/15	BUSINESS CLOSED	7251
PICTURE THIS PHOTOGRAPHY	$ 106.00	81L-B-14.00-P	08/11/15	BUSINESS CLOSED	7261
T & C FENCING	$ 464.00	42P-A-13.00-P	08/11/15	BUSINESS CLOSED	7263
TJP CONSTRUCTION	$ 106.00	102-40.02-P	08/27/15	BUSINESS CLOSED	7264
TOTALS:	$ 14,042.00				

2012 ASSESSOR CHANGES DECREASES 7/1/2015-6/30/2016

NAME	AMOUNT	MAP & PARCEL	DATE	REASON	CERT#
BDHS PROPERTIES	$ 63.00	66D-C-11.00	10/19/15	50% SBOE EXEMPT REMAINING VALUE SUBJECT TO TAXABLE	7285
METCALF, LARRY	$ 1,323.00	66D-A-6.03	02/18/16	EXEMPT	7563
TOTALS:	$ 1,386.00				

Trustee's Release List

On Motion to Adopt by Commissioner Redd, seconded by Commissioner J. Hodges, the foregoing Trustee's Release List was Approved by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	A	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 16 Noes – 0 Abstentions – 1

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

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: **October 3, 2016**

SUBJ: **September 2016 PERMIT REVENUE REPORT**

The number of permits issued in September 2016 is as follows: Building Permits 54, Grading Permits 1, Mechanical Permits 55, and Plumbing Permits 11 for a total of 121 permits.

The total cost of construction was $5,681,526.00. The revenue is as follows: Building Permits $27,775.20, Grading Permits $247.50, Plumbing Permits $1,100.00, Mechanical Permits: $4,670.00 Plans Review $884.30, BZA $0.00, Re-Inspections $350.00, Pre-Inspection $0.00, Safety Inspection $0.00, and Miscellaneous Fees $0.00 the total revenue received in September 2016 was $35,027.

FISCAL YEAR 2016/2017 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	109
COST OF CONSTRUCTION:	$27,600,138.00
NUMBER OF BUILDING PERMITS:	227
NUMBER OF PLUMBING PERMITS:	56
NUMBER OF MECHANICAL PERMITS:	183
NUMBER OF GRADING PERMITS:	10
BUILDING PERMITS REVENUE:	$121,110.70
PLUMBING PERMIT REVENUE:	$5,550.00
MECHANICAL PERMIT REVENUE:	$21,795.00
GRADING PERMIT REVENUE:	$6,587.00
RENEWAL FEES:	$0.00
PLANS REVIEW FEES:	$25,678.80
BZA FEES:	$1,000.00
RE-INSPECTION FEES:	$700.00
PRE-INSPECTION FEES:	$25.00
SAFETY INSPECTION FEES:	$0.00
MISCELLANEOUS FEES:	$0.00
MISC REFUNDS	$0.00
SWBA	$0.00
TOTAL REVENUE:	$182,446.50

SEPTEMBER 2016 GROUND WATER PROTECTION
The number of septic applications received for September 2016 was 23 with total revenue received for the county was $0.00 (State received $14,150.00).

The lease agreement beginning on September 1, 2016-September 30, 2017 was agreed upon between the County and State.

The number of Septic Tank Disclosure requests for September 2016. ****Effective December 16, 2008 Ground Water Protection no longer provides this service.****

FISCAL YEAR 2016/2017 TOTALS TO DATE:

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	64
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: $41,680.00)	$0.00
TOTAL REVENUE:	$182,446.50

RS/bf

cc: Jim Durrett, County Mayor
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: **October 3, 2016**

SUBJ: **September 2016 ADEQUATE FACILITIES TAX REPORT**

The total number of receipts issued in September 2016 is as follows: City 76 and County 34 for a total of 110.

There were 99 receipts issued on single-family dwellings, 6 receipts issued on multi-family dwellings with a total of 48 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There was 3 exemption receipt issued.

The total taxes received for September 2016 was $74,500.00
The total refunds issued for September 2016 was $0.00.
Total Adequate Facilities Tax Revenue for September 2016 was $74,500.00

FISCAL YEAR 2016/2017 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	195
	County:	115
	Total:	310
TOTAL REFUNDS:		$0.00
TOTAL TAXES RECEIVED:		$179,500.00

NUMBER OF LOTS AND DWELLINGS ISSUED	CITY	COUNTY	TOTAL
LOTS 5 ACRES OR MORE:	1	11	12
SINGLE-FAMILY DWELLINGS:	173	100	273
MULTI-FAMILY DWELLINGS (10 Receipts):	58	0	58
CONDOMINIUMS: (8 Receipts)	8	0	8
TOWNHOUSES:	0	0	0
EXEMPTIONS: (7 Receipts)	3	4	7
REFUNDS ISSUED: (0 Receipts)	(0)	(0)	(0)

RS/bf

cc: Jim Durrett, County Mayor
Jeff Taylor, Accounts and Budgets
Kellie Jackson, County Clerk

MONTGOMERY COUNTY

2016 COUNTY ROAD LIST

ZONE 1

JULY 1, 2016 THRU SEPTEMBER 30, 2016

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Holden Drive	Hot Mix	.29	10/3/16	Rd. Extension/ Change Rd. Length from .03 mi. to .29 mi.
Sycamore Hill Drive	Hot Mix	.42	10/3/16	Sycamore Hills Sub.) New Road
Trainer Road	Hot Mix	.31	10/3/16	Rd. Extension/change Rd Length from .17 mi. to .31 mi.
Trainer Road	Hot Mix	.31	10/3/16	Change beginning point from 200 ft. west of Red Fox Trail to Walnut Grove Road.
Trainer Road	Hot Mix	.31	10/3/16	Change ending point from 212 E. Deerstand Drive to Sycamore Hill Drive.
Trainer Road	Hot Mix	.31	10/3/16	Change .04 mi. Rd. Width to .28 ft.

MONTGOMERY COUNTY

2016 COUNTY ROAD LIST

ZONE 2

JULY 1, 2016 THRU SEPTEMBER 30, 2016

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Bryant Hollow Rd.	Hot Mix	3.42	10/3/16	Correction on Rd. Length/ Change 3.58 mi. to 3.42 mi.
Bryant Hollow Rd.	Hot Mix	3.42	10/3/16	State Aid: Overlay with hot mix.
Green Cemetary Road	Hot Mix	.20	10/3/16	Overlay with hot mix.
Little Barton Creek Road	Hot Mix	.227	10/3/16	Correction on Rd Length/ Change .27 mi. to .227 mi. or 1200 ft.

MONTGOMERY COUNTY

2016 COUNTY ROAD LIST

ZONE 3

JULY 1, 2016 THRU SEPTEMBER 30, 2016

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Grays Chapel Road	Hot Mix	5.44	10/3/16	State Aid: Overlay 2.84 mi. with hot mix.

MONTGOMERY COUNTY

2016 COUNTY ROAD LIST

Zone 4

JULY 1, 2016 THRU SEPTEMBER 30, 2016

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Oak Plains Rd.	Hot Mix	5.18	10/3/16	State Aid: Overlay 2.15 mi. with hot mix.

MONTGOMERY COUNTY

2016 COUNTY ROAD LIST

Zone 5

JULY 1, 2016 THRU SEPTEMBER 30, 2016

ROAD NAME	ROAD CLASS	ROAD LENGTH	DATE APPROVED	REASON FOR CHANGE
Fallon Drive	Hot Mix	.28	10/3/16	Rd. Extension/Change 11 mi. to .28 mi.
Fallon Drive	Hot Mix	.28	10/3/16	Change ending point from Dead End to Josie Lane.
Josie Lane	Hot Mix	.26	10/3/16	Rd. Extension/Change .10 mi. to .26 mi.
Land Way	Hot Mix	.03	10/3/16	New Road/Wellington Fields
Michaela Cir.	Hot Mix	.46	10/3/16	New Road/The Groves of Beachaven.
Suppan Court	Hot Mix	.05	10/3/16	New Road/Farmington Sect. 5

RESPECTFULLY SUBMITTED,

MIKE FROST, HIGHWAY SUPERVISOR

ED GROVES, COMMISSIONER

ORVILLE LEWIS, COMMISSIONER

10/3/2016
DATE

Highway Department – County Road List, July 1, 2016 – Sept. 30, 2016

On Motion to Adopt by Commissioner Johnson, seconded by Commissioner Creek, the foregoing Highway Department County Road List was Approved by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

FOR 2017 03

JOURNAL DETAIL 2017 1 TO 2017 12

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
101 COUNTY GENERAL						
40110 CURRENT PROPERTY TAX	-40,810,650	0	-40,810,650	.00	-40,810,650.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-1,300,000	0	-1,300,000	-125,292.46	-1,174,707.54	9.6%
40125 TRUSTEE COLLECTIONS - BANKRUP	-60,000	0	-60,000	-2,871.87	-57,128.13	4.8%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-300,000	0	-300,000	-95,785.33	-204,214.67	31.9%
40140 INTEREST & PENALTY	-350,000	0	-350,000	-63,391.55	-286,608.45	18.1%
40161 PMTS IN LIEU OF TAXES - T.V.A	-763	0	-763	.00	-763.00	.0%
40162 PMTS IN LIEU OF TAXES -UTILIT	-1,255,000	0	-1,255,000	-395,353.33	-859,646.67	31.5%
40163 PMTS IN LIEU OF TAXES - OTHER	-432,372	0	-432,372	.00	-432,372.00	.0%
40220 HOTEL/MOTEL TAX	-1,891,000	0	-1,891,000	-376,271.73	-1,514,728.27	19.9%
40250 LITIGATION TAX - GENERAL	-364,000	0	-364,000	-64,143.30	-299,856.70	17.6%
40260 LITIGATION TAX-SPECIAL PURPOS	-75,000	0	-75,000	-12,582.69	-62,417.31	16.8%
40270 BUSINESS TAX	-1,000,000	0	-1,000,000	-95,009.82	-904,990.18	9.5%
40320 BANK EXCISE TAX	-150,000	0	-150,000	.00	-150,000.00	.0%
40330 WHOLESALE BEER TAX	-420,000	0	-420,000	-62,566.04	-357,433.96	14.9%
40350 INTERSTATE TELECOMMUNICATIONS	-3,000	0	-3,000	-648.71	-2,351.29	21.6%
41120 ANIMAL REGISTRATION	-35,000	0	-35,000	-8,554.00	-26,446.00	24.4%
41130 ANIMAL VACCINATION	-6,000	0	-6,000	-1,738.00	-4,262.00	29.0%
41140 CABLE TV FRANCHISE	-250,000	0	-250,000	-62,090.41	-187,909.59	24.8%
41520 BUILDING PERMITS	-600,000	0	-600,000	-120,617.30	-479,382.70	20.1%
41540 PLUMBING PERMITS	-13,500	0	-13,500	-5,550.00	-7,950.00	41.1%
41590 OTHER PERMITS	-136,000	0	-136,000	-52,766.50	-83,233.50	38.8%
42110 FINES	-1,550	0	-1,550	-332.50	-1,217.50	21.5%
42120 OFFICERS COSTS	-28,000	0	-28,000	-3,392.47	-24,607.53	12.1%
42141 DRUG COURT FEES	-2,000	0	-2,000	-299.25	-1,700.75	15.0%
42142 VETERANS TREATMENT COURT FEES	-95	0	-95	-142.50	47.50	150.0%
42190 DATA ENTRY FEES -CIRCUIT COUR	-10,000	0	-10,000	-1,805.50	-8,194.50	18.1%
42191 COURTROOM SECURITY - CIRCUIT	-6,530	0	-6,530	-1,557.51	-4,972.49	23.9%
42192 CIRCUIT COURT VICTIMS ASSESS	-2,600	0	-2,600	-565.25	-2,034.75	21.7%
42310 FINES	-125,000	0	-125,000	-17,111.62	-107,888.38	13.7%
42311 FINES - LITTERING	-750	0	-750	-47.50	-702.50	6.3%
42320 OFFICERS COSTS	-200,000	0	-200,000	-44,014.18	-155,985.82	22.0%
42330 GAME & FISH FINES	-1,000	0	-1,000	-22.50	-977.50	2.3%
42341 DRUG COURT FEES	-20,000	0	-20,000	-3,387.46	-16,612.54	16.9%
42342 VETERANS TREATMENT COURT FEES	-7,300	0	-7,300	-1,774.83	-5,525.17	24.3%
42350 JAIL FEES GENERAL SESSIONS	-280,000	0	-280,000	-46,507.10	-233,492.90	16.6%
42380 DUI TREATMENT FINES	-30,000	0	-30,000	-2,784.21	-27,215.79	9.3%
42390 DATA ENTRY FEE-GENERAL SESS	-54,000	0	-54,000	-9,180.11	-44,819.89	17.0%
42392 GEN SESSIONS VICTIM ASSESSMNT	-61,000	0	-61,000	-9,609.58	-51,390.42	15.8%
42410 FINES	-750	0	-750	-95.00	-655.00	12.7%
42420 OFFICERS COSTS	-15,000	0	-15,000	-3,324.05	-11,675.95	22.2%

FOR 2017 03

JOURNAL DETAIL 2017 1 TO 2017 12

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
42450 JAIL FEES	-42,625	0	-42,625	-6,306.35	-36,318.65	14.8%
42490 DATA ENTRY FEE-JUVENILE COURT	-31,200	0	-31,200	-1,713.26	-29,486.74	5.5%
42520 OFFICERS COSTS	-30,000	0	-30,000	-6,821.00	-23,179.00	22.7%
42530 DATA ENTRY FEE -CHANCERY COUR	-4,500	0	-4,500	-964.00	-3,536.00	21.4%
42610 FINES	-2,500	0	-2,500	-276.00	-2,224.00	11.0%
42641 DRUG COURT FEES	-25,000	0	-25,000	-6,832.00	-18,168.00	27.3%
42900 OTHER FINES/FORFEITURE/PENALT	-400	0	-400	.00	-400.00	.0%
42990 OTHER FINES/FORFEITS/PENALTIE	-3,000	0	-3,000	-819.00	-2,181.00	27.3%
43120 PATIENT CHARGES	-6,200,000	0	-6,200,000	-1,468,695.87	-4,731,304.13	23.7%
43140 ZONING STUDIES	-4,500	0	-4,500	-1,250.00	-3,250.00	27.8%
43190 OTHER GENERAL SERVICE CHARGES	-55,000	0	-55,000	-19,012.78	-35,987.22	34.6%
43340 RECREATION FEES	-10,000	0	-10,000	-4,057.50	-5,942.50	40.6%
43350 COPY FEES	-6,050	0	-6,050	-2,709.55	-3,340.45	44.8%
43365 ARCHIVE & RECORD MANAGEMENT	-392,000	0	-392,000	-78,429.41	-313,570.59	20.0%
43366 GREENBELT LATE APPLICATION FE	-300	0	-300	.00	-300.00	.0%
43370 TELEPHONE COMMISSIONS	-105,000	0	-105,000	-15,852.39	-89,147.61	15.1%
43380 VENDING MACHINE COLLECTIONS	-85,000	0	-85,000	-20,911.18	-64,088.82	24.6%
43392 DATA PROCESSING FEES -REGISTE	-75,000	0	-75,000	-13,424.00	-61,576.00	17.9%
43393 PROBATION FEES	-27,000	0	-27,000	-3,750.00	-23,250.00	13.9%
43394 DATA PROCESSING FEES - SHERIF	-30,000	0	-30,000	-4,967.66	-25,032.34	16.6%
43395 SEXUAL OFFENDER FEE - SHERIFF	-17,100	0	-17,100	-1,600.00	-15,500.00	9.4%
43396 DATA PROCESSING FEE-COUNTY CL	-12,000	0	-12,000	-1,845.00	-10,155.00	15.4%
43990 OTHER CHARGES FOR SERVICES	-4,200	0	-4,200	-3,064.00	-1,136.00	73.0%
44110 INTEREST EARNED	-225,000	0	-225,000	-94,078.67	-130,921.33	41.8%
44120 LEASE/RENTALS	-580,658	0	-580,658	-128,522.99	-452,135.01	22.1%
44140 SALE OF MAPS	-1,000	0	-1,000	-283.05	-716.95	28.3%
44170 MISCELLANEOUS REFUNDS	-224,671	0	-224,671	-52,187.01	-172,483.99	23.2%
44530 SALE OF EQUIPMENT	0	0	0	-1,110.00	1,110.00	100.0%
44990 OTHER LOCAL REVENUES	-716,955	0	-716,955	-152,204.48	-564,750.52	21.2%
45510 COUNTY CLERK	-1,500,000	0	-1,500,000	-290,041.76	-1,209,958.24	19.3%
45520 CIRCUIT COURT CLERK	-520,000	0	-520,000	-118,384.99	-401,615.01	22.8%
45540 GENERAL SESSIONS COURT CLERK	-1,285,000	0	-1,285,000	-303,280.65	-981,719.35	23.6%
45550 CLERK & MASTER	-370,000	0	-370,000	-70,139.53	-299,860.47	19.0%
45560 JUVENILE COURT CLERK	-222,000	0	-222,000	-56,420.24	-165,579.76	25.4%
45580 REGISTER	-1,000,000	0	-1,000,000	-219,283.27	-780,716.73	21.9%
45590 SHERIFF	-33,000	0	-33,000	-10,143.80	-22,856.20	30.7%
45610 TRUSTEE	-3,300,000	0	-3,300,000	-204,582.14	-3,095,417.86	6.2%
46110 JUVENILE SERVICES PROGRAM	-580,011	0	-580,011	-21,212.58	-558,798.42	3.7%
46210 LAW ENFORCEMENT TRAINING PROG	-65,400	0	-65,400	.00	-65,400.00	.0%
46390 OTHER HEALTH & WELFARE GRANT	0	-102,500	-102,500	.00	-102,500.00	.0%
46430 LITTER PROGRAM	0	-70,600	-70,600	-6,100.66	-64,499.34	8.6%
46810 FLOOD CONTROL	-330	0	-330	.00	-330.00	.0%
46830 BEER TAX	-17,500	0	-17,500	.00	-17,500.00	.0%
46835 VEHICLE CERTIFICATE OF TITLE	-21,000	0	-21,000	-6,391.90	-14,608.10	30.4%

FOR 2017 03

JOURNAL DETAIL 2017 1 TO 2017 12

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
46840 ALCOHOLIC BEVERAGE TAX	-200,000	0	-200,000	-67,834.93	-132,165.07	33.9%
46851 STATE REVENUE SHARING - T.V.A	-1,676,247	0	-1,676,247	.00	-1,676,247.00	.0%
46880 BOARD OF JURORS	-5,000	0	-5,000	.00	-5,000.00	.0%
46890 PRISONER TRANSPORTATION	-22,000	0	-22,000	-6,840.11	-15,159.89	31.1%
46915 CONTRACTED PRISONER BOARDING	-1,580,000	0	-1,580,000	-359,120.00	-1,220,880.00	22.7%
46960 REGISTRAR'S SALARY SUPPLEMENT	-15,164	0	-15,164	-3,791.00	-11,373.00	25.0%
46980 OTHER STATE GRANTS	-3,333,102	-60,500	-3,393,602	-74,289.53	-3,319,312.47	2.2%
46990 OTHER STATE REVENUES	-27,000	0	-27,000	-4,525.90	-22,474.10	16.8%
47235 HOMELAND SECURITY GRANTS	-74,350	-168,583	-242,933	-749.78	-242,183.22	.3%
47590 OTHER FEDERAL THROUGH STATE	-20,000	-164,053	-184,053	-21,055.44	-162,997.15	11.4%
47700 ASSET FORFEITURE FUNDS	-2,000	0	-2,000	.00	-2,000.00	.0%
47990 OTHER DIRECT FEDERAL REVENUE	-20,000	0	-20,000	-680.58	-19,319.42	3.4%
48130 CONTRIBUTIONS	-172,000	0	-172,000	-5,125.00	-166,875.00	3.0%
48610 DONATIONS	-33,360	-8,650	-42,010	-1,419.98	-40,590.02	3.4%
49700 INSURANCE RECOVERY	0	0	0	-2,146.75	2,146.75	100.0%
49800 OPERATING TRANSFERS	-430,862	-232,765	-663,627	.00	-663,627.00	.0%
TOTAL COUNTY GENERAL	-75,733,845	-807,651	-76,541,496	-5,636,433.83	-70,905,061.76	7.4%
131 GENERAL ROADS						
40110 CURRENT PROPERTY TAX	-4,150,050	0	-4,150,050	.00	-4,150,050.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-108,000	0	-108,000	-12,741.02	-95,258.98	11.8%
40125 TRUSTEE COLLECTIONS - BANKRUP	-4,000	0	-4,000	-292.05	-3,707.95	7.3%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-30,000	0	-30,000	-9,740.44	-20,259.56	32.5%
40140 INTEREST & PENALTY	-30,000	0	-30,000	-6,446.30	-23,553.70	21.5%
40270 BUSINESS TAX	-102,000	0	-102,000	-8,190.50	-93,809.50	8.0%
40280 MINERAL SEVERANCE TAX	-213,229	0	-213,229	.00	-213,229.00	.0%
40320 BANK EXCISE TAX	-13,590	0	-13,590	.00	-13,590.00	.0%
44135 SALE OF GASOLINE	-32,000	0	-32,000	-4,225.03	-27,774.97	13.2%
44170 MISCELLANEOUS REFUNDS	-26,000	0	-26,000	-6,173.36	-19,826.64	23.7%
46410 BRIDGE PROGRAM	-245,000	0	-245,000	.00	-245,000.00	.0%
46420 STATE AID PROGRAM	-323,332	0	-323,332	.00	-323,332.00	.0%
46920 GASOLINE & MOTOR FUEL TAX	-2,951,381	0	-2,951,381	-539,589.19	-2,411,791.81	18.3%
46930 PETROLEUM SPECIAL TAX	-124,345	0	-124,345	-20,724.19	-103,620.81	16.7%
48120 PAVING & MAINTENANCE	-25,000	0	-25,000	.00	-25,000.00	.0%
49700 INSURANCE RECOVERY	0	0	0	-4,868.86	4,868.86	100.0%
TOTAL GENERAL ROADS	-8,377,927	0	-8,377,927	-612,990.94	-7,764,936.06	7.3%
151 DEBT SERVICE						

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	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
40110 CURRENT PROPERTY TAX	-33,780,750	0	-33,780,750	.00	-33,780,750.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-600,000	0	-600,000	-103,709.99	-496,290.01	17.3%
40125 TRUSTEE COLLECTIONS - BANKRUP	-30,000	0	-30,000	-2,377.19	-27,622.81	7.9%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-190,000	0	-190,000	-79,285.69	-110,714.31	41.7%
40140 INTEREST & PENALTY	-230,000	0	-230,000	-52,471.93	-177,528.07	22.8%
40210 LOCAL OPTION SALES TAX	0	0	0	-26,567.28	26,567.28	100.0%
40250 LITIGATION TAX - GENERAL	-300,000	0	-300,000	-60,006.13	-239,993.87	20.0%
40266 LITIGATION TAX-JAIL/WH/CH	-330,000	0	-330,000	-65,337.39	-264,662.61	19.8%
40270 BUSINESS TAX	-80,000	0	-80,000	-8,190.50	-71,809.50	10.2%
40285 ADEQUATE FACILITIES TAX	-900,000	0	-900,000	-218,500.00	-681,500.00	24.3%
40320 BANK EXCISE TAX	-90,000	0	-90,000	.00	-90,000.00	.0%
44110 INTEREST EARNED	-400,000	0	-400,000	-36,846.28	-363,153.72	9.2%
47715 TAX CREDIT BOND REBATE	-90,000	0	-90,000	-90,418.56	418.56	100.5%
49800 OPERATING TRANSFERS	-243,000	0	-243,000	-252,229.74	9,229.74	103.8%
TOTAL DEBT SERVICE	-37,263,750	0	-37,263,750	-995,940.68	-36,267,809.32	2.7%
171 CAPITAL PROJECTS						
40110 CURRENT PROPERTY TAX	-2,277,600	0	-2,277,600	.00	-2,277,600.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-47,000	0	-47,000	-6,992.45	-40,007.55	14.9%
40125 TRUSTEE COLLECTIONS - BANKRUP	-2,000	0	-2,000	-160.28	-1,839.72	8.0%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-16,000	0	-16,000	-5,345.69	-10,654.31	33.4%
40140 INTEREST & PENALTY	-15,000	0	-15,000	-3,537.81	-11,462.19	23.6%
40320 BANK EXCISE TAX	-8,000	0	-8,000	.00	-8,000.00	.0%
44110 INTEREST EARNED	0	0	0	-925.05	925.05	100.0%
47590 OTHER FEDERAL THROUGH STATE	0	-7,428,584	-7,428,584	-19,706.24	-7,408,877.75	.3%
48610 DONATIONS	0	-751,500	-751,500	.00	-751,500.00	.0%
49100 BOND PROCEEDS	-18,492,000	0	-18,492,000	.00	-18,492,000.00	.0%
49700 INSURANCE RECOVERY	0	0	0	-800.40	800.40	100.0%
TOTAL CAPITAL PROJECTS	-20,857,600	-8,180,084	-29,037,684	-37,467.92	-29,000,216.07	.1%
266 WORKER'S COMPENSATION						
49800 OPERATING TRANSFERS	-840,000	0	-840,000	.00	-840,000.00	.0%
TOTAL WORKER'S COMPENSATION	-840,000	0	-840,000	.00	-840,000.00	.0%
GRAND TOTAL	-143,073,122	-8,987,735	-152,060,857	-7,282,833.37	-144,778,023.21	4.8%

** END OF REPORT - Generated by Mariel Lopez-Gonzalez **

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	N
Sequence 2	11	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:
YEAR-TO-DATE BUDGET REPORT

Includes accounts exceeding 0% of budget.
Print totals only: Y
Print Full or Short description: F
Print full GL account: N
Format type: 1
Double space: N
Suppress zero bal accts: Y
Include requisition amount: Y
Print Revenues-Version headings: Y
Print revenue as credit: Y
Print revenue budgets as zero: N
Include Fund Balance: N
Print journal detail: Y
From Yr/Per: 2017/ 1
To Yr/Per: 2017/12
Include budget entries: Y
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1
Include additional JE comments: N
Multiyear view: D
Amounts/totals exceed 999 million dollars: N

Year/Period: 2017/ 3
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Roll projects to object: N
Carry forward code: 1

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Project	
Character code	
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Account status	
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
101 COUNTY GENERAL							
51100 COUNTY COMMISSION	344,652	10,340	354,992	63,162.21	53,358.29	238,471.50	32.8%
51210 BOARD OF EQUALIZATION	4,841	0	4,841	.00	.00	4,841.00	.0%
51220 BEER BOARD	4,845	0	4,845	403.70	.00	4,441.30	8.3%
51240 OTHER BOARDS & COMMITTEES	5,168	0	5,168	1,130.36	.00	4,037.64	21.9%
51300 COUNTY MAYOR	497,462	0	497,462	122,042.58	5,685.39	369,734.03	25.7%
51310 HUMAN RESOURCES	383,009	3,000	386,009	94,770.55	12,693.33	278,545.12	27.8%
51400 COUNTY ATTORNEY	67,950	0	67,950	5,355.26	.00	62,594.74	7.9%
51500 ELECTION COMMISSION	737,617	0	737,617	228,963.37	53,031.23	455,622.40	38.2%
51600 REGISTER OF DEEDS	474,628	0	474,628	104,597.79	1,123.22	368,906.99	22.3%
51720 PLANNING	328,008	0	328,008	82,002.00	.00	246,006.00	25.0%
51730 BUILDING	317,392	0	317,392	57,738.96	32,288.11	227,364.93	28.4%
51750 CODES COMPLIANCE	844,664	0	844,664	207,712.90	26,596.99	610,354.11	27.7%
51760 GEOGRAPHICAL INFO SYSTEMS	164,740	0	164,740	50,830.00	.00	113,910.00	30.9%
51800 COUNTY BUILDINGS	390,809	4,950	395,759	96,120.28	15,675.31	283,963.41	28.2%
51810 FACILITIES	2,594,351	17,800	2,612,151	625,418.13	109,165.96	1,877,566.91	28.1%
51900 OTHER GENERAL ADMINISTRATION	610,789	9,378	620,167	145,575.53	5.95	474,585.52	23.5%
51910 ARCHIVES	164,760	0	164,760	42,920.11	1,920.86	119,919.03	27.2%
52100 ACCOUNTS & BUDGETS	663,099	0	663,099	166,298.10	1,562.76	495,238.14	25.3%
52200 PURCHASING	313,797	0	313,797	86,458.16	3,035.46	224,303.38	28.5%
52300 PROPERTY ASSESSOR'S OFFICE	1,322,185	23,500	1,345,685	333,958.47	53,561.37	958,165.16	28.8%
52400 COUNTY TRUSTEES OFFICE	679,222	0	679,222	150,561.48	66,545.66	462,114.86	32.0%
52500 COUNTY CLERK'S OFFICE	2,118,766	677	2,119,443	550,263.69	25,858.29	1,543,321.11	27.2%
52600 INFORMATION SYSTEMS	2,450,423	24,958	2,475,381	1,164,434.41	91,887.15	1,219,059.44	50.8%
52900 OTHER FINANCE	61,300	0	61,300	1,496.53	18,743.99	41,059.48	33.0%
53100 CIRCUIT COURT	3,124,003	0	3,124,003	783,987.88	11,800.36	2,328,214.76	25.5%
53300 GENERAL SESSIONS COURT	686,186	0	686,186	175,170.88	.00	511,015.12	25.5%
53330 DRUG COURT	70,000	0	70,000	13,601.14	.00	56,398.86	19.4%
53400 CHANCERY COURT	561,413	0	561,413	146,131.77	872.70	414,408.53	26.2%
53500 JUVENILE COURT	1,331,412	151,609	1,483,021	306,205.62	18,209.98	1,158,605.40	21.9%
53600 DISTRICT ATTORNEY GENERAL	59,750	0	59,750	12,132.85	5,284.95	42,332.20	29.2%
53610 OFFICE OF PUBLIC DEFENDER	7,313	0	7,313	1,895.00	279.99	5,138.01	29.7%
53700 JUDICIAL COMMISSIONERS	242,100	0	242,100	55,836.37	1,586.42	184,677.21	23.7%
53900 OTHER ADMINISTRATION/ JUSTICE	519,333	0	519,333	23,524.75	.00	495,808.25	4.5%
53910 ADULT PROBATION SERVICES	1,090,780	0	1,090,780	232,958.19	62,160.46	795,661.35	27.1%
54110 SHERIFF'S DEPARTMENT	10,590,894	139,927	10,730,821	2,716,314.56	266,190.77	7,748,315.91	27.8%
54120 SPECIAL PATROLS	2,348,201	18,811	2,367,012	588,472.61	22,314.42	1,756,225.02	25.8%
54160 SEXUAL OFFENDER REGISTRY	17,100	0	17,100	2,706.22	1,386.69	13,007.09	23.9%
54210 JAIL	13,070,737	0	13,070,737	3,448,160.17	1,654,564.48	7,968,012.35	39.0%
54220 WORKHOUSE	1,921,382	0	1,921,382	506,720.44	328,982.34	1,085,679.22	43.5%
54230 COMMUNITY CORRECTIONS	493,802	0	493,802	115,115.53	29,599.24	349,087.23	29.3%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
54240 JUVENILE SERVICES	280,767	0	280,767	65,588.53	2,772.53	212,405.94	24.3%
54310 FIRE PREVENTION & CONTROL	192,152	0	192,152	48,113.32	18,212.36	125,826.32	34.5%
54410 EMERGENCY MANAGEMENT	560,630	0	560,630	135,653.26	4,829.39	420,147.35	25.1%
54490 OTHER EMERGENCY MANAGEMENT	0	167,833	167,833	12,260.01	4,926.50	150,646.49	10.2%
54610 COUNTY CORONER / MED EXAMINER	224,700	0	224,700	28,890.00	11,910.00	183,900.00	18.2%
55110 HEALTH DEPARTMENT	205,151	183,266	388,417	62,127.57	22,026.74	304,262.69	21.7%
55120 RABIES & ANIMAL CONTROL	841,169	10,150	851,319	193,211.24	11,353.73	646,754.03	24.0%
55130 AMBULANCE SERVICE	10,686,543	0	10,686,543	2,460,584.21	455,540.25	7,770,418.54	27.3%
55190 OTHER LOCAL HLTH SRVCS (WIC)	2,787,300	60,500	2,847,800	595,952.70	.00	2,251,847.30	20.9%
55390 APPROPRIATION TO STATE	211,999	0	211,999	44,521.75	.00	167,477.25	21.0%
55590 OTHER LOCAL WELFARE SERVICES	20,825	0	20,825	3,500.00	.00	17,325.00	16.8%
55900 OTHER PUBLIC HEALTH & WELFARE	2,500	0	2,500	.00	.00	2,500.00	.0%
56500 LIBRARIES	2,002,996	0	2,002,996	1,001,498.00	.00	1,001,498.00	50.0%
56700 PARKS & FAIR BOARDS	907,326	0	907,326	193,559.59	24,365.12	689,401.29	24.0%
56900 OTHER SOCIAL, CULTURAL & REC	9,688	0	9,688	2,046.17	.00	7,641.83	21.1%
57100 AGRICULTURAL EXTENSION SERVIC	421,545	0	421,545	41,736.32	1,495.93	378,312.75	10.3%
57300 FOREST SERVICE	2,000	0	2,000	.00	.00	2,000.00	.0%
57500 SOIL CONSERVATION	34,890	0	34,890	8,967.95	.00	25,922.05	25.7%
58110 TOURISM	1,513,335	0	1,513,335	298,007.22	.00	1,215,327.78	19.7%
58120 INDUSTRIAL DEVELOPMENT	1,368,807	173,089	1,541,896	160,101.00	.00	1,381,795.00	10.4%
58220 AIRPORT	314,000	0	314,000	68,750.01	.00	245,249.99	21.9%
58300 VETERAN'S SERVICES	476,373	40,847	517,220	121,951.50	2,681.41	392,587.09	24.1%
58400 OTHER CHARGES	2,316,406	0	2,316,406	441,559.46	.00	1,874,846.54	19.1%
58500 CONTRIBUTION TO OTHER AGENCIE	384,500	0	384,500	153,795.55	2,500.00	228,204.45	40.6%
58600 EMPLOYEE BENEFITS	457,900	0	457,900	76,329.17	.00	381,570.83	16.7%
58900 MISC-CONT RESERVE	15,500	0	15,500	2,997.00	323.90	12,179.10	21.4%
64000 LITTER & TRASH COLLECTION	121,088	17,600	138,688	32,072.83	.00	106,615.17	23.1%
TOTAL COUNTY GENERAL	78,038,973	1,058,235	79,097,208	19,764,922.91	3,538,909.98	55,793,375.49	29.5%
131 GENERAL ROADS							
61000 ADMINISTRATION	452,848	0	452,848	115,813.83	5,049.75	331,984.42	26.7%
62000 HIGHWAY & BRIDGE MAINTENANCE	4,713,538	0	4,713,538	1,224,800.91	133,152.99	3,355,584.10	28.8%
63100 OPERATION & MAINT OF EQUIPMEN	1,186,626	7,824	1,194,450	290,365.15	51,007.18	853,077.22	28.6%
63600 TRAFFIC CONTROL	519,197	0	519,197	82,558.64	15,900.94	420,737.42	19.0%
65000 OTHER CHARGES	570,295	0	570,295	200,113.95	351.40	369,829.65	35.2%
66000 EMPLOYEE BENEFITS	35,000	0	35,000	3,093.01	.00	31,906.99	8.8%
68000 CAPITAL OUTLAY	1,631,492	406,233	2,037,725	383,029.00	804,601.11	850,095.37	58.3%
TOTAL GENERAL ROADS	9,108,996	414,057	9,523,053	2,299,774.49	1,010,063.37	6,213,215.17	34.8%
151 DEBT SERVICE							

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151 DEBT SERVICE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
82110 PRINCIPAL-GENERAL GOVERNMENT	8,586,205	0	8,586,205	.00	.00	8,586,205.00	.0%
82130 PRINCIPAL-EDUCATION	16,926,364	0	16,926,364	415,989.60	.00	16,510,374.40	2.5%
82210 INTEREST-GENERAL GOVERNMENT	3,311,748	0	3,311,748	1,139,738.51	.00	2,172,009.49	34.4%
82230 INTEREST-EDUCATION	8,540,701	0	8,540,701	4,187,564.62	.00	4,353,136.38	49.0%
82310 OTHER DEBT SERV-COUNTY GOVT	267,500	0	267,500	4,006.72	.00	263,493.28	1.5%
82330 OTHER DEBT SERV.-EDUCATION	678,000	0	678,000	14,987.51	.00	663,012.49	2.2%
TOTAL DEBT SERVICE	38,310,518	0	38,310,518	5,762,286.96	.00	32,548,231.04	15.0%
171 CAPITAL PROJECTS							
00000 NON-DEDICATED ACCOUNT	47,000	310,563	357,563	519.29	.00	357,043.31	.1%
91110 GENERAL ADMINISTRATION PROJEC	13,622,079	1,071,324	14,693,403	195,175.36	5,993,206.10	8,505,021.33	42.1%
91130 PUBLIC SAFETY PROJECTS	387,545	1,827,198	2,214,743	603,609.06	529,936.96	1,081,196.91	51.2%
91140 PUBLIC HEALTH /WELFARE PROJEC	2,603,700	1,030,851	3,634,551	121,531.70	2,107,766.25	1,405,252.55	61.3%
91150 SOCIAL/CULTURAL/REC PROJECTS	4,150,000	2,232,799	6,382,799	220,882.30	493,896.47	5,668,020.45	11.2%
91190 OTHER GENERAL GOVT PROJECTS	0	4,292,436	4,292,436	.00	.00	4,292,436.30	.0%
91200 HIGHWAY & STREET CAP PROJECTS	0	4,949,493	4,949,493	761,794.69	225,716.54	3,961,981.30	20.0%
91300 EDUCATION CAPITAL PROJECTS	0	2,565,798	2,565,798	1,509,668.55	.00	1,056,129.45	58.8%
TOTAL CAPITAL PROJECTS	20,810,324	18,280,461	39,090,785	3,413,180.95	9,350,522.32	26,327,081.60	32.7%
266 WORKER'S COMPENSATION							
51920 RISK MANAGEMENT	499,186	0	499,186	58,892.33	67,837.86	372,455.81	25.4%
53100 CIRCUIT COURT	0	0	0	1,573.59	.00	-1,573.59	100.0%
54110 SHERIFF'S DEPARTMENT	0	0	0	233,147.71	.00	-233,147.71	100.0%
54210 JAIL	0	0	0	3,200.61	.00	-3,200.61	100.0%
54410 EMERGENCY MANAGEMENT	0	0	0	274.98	.00	-274.98	100.0%
55120 RABIES & ANIMAL CONTROL	0	0	0	283.48	.00	-283.48	100.0%
55130 AMBULANCE SERVICE	0	0	0	1,585.38	.00	-1,585.38	100.0%
55190 OTHER LOCAL HLTH SRVCS (WIC)	0	0	0	6,837.73	.00	-6,837.73	100.0%
55754 LANDFILL OPERATION/MAINTENANC	0	0	0	720.98	.00	-720.98	100.0%
56500 LIBRARIES	0	0	0	205.91	.00	-205.91	100.0%
62000 HIGHWAY & BRIDGE MAINTENANCE	0	0	0	8,110.81	.00	-8,110.81	100.0%
TOTAL WORKER'S COMPENSATION	499,186	0	499,186	314,833.51	67,837.86	116,514.63	76.7%
GRAND TOTAL	146,767,997	19,752,753	166,520,750	31,554,998.82	13,967,333.53	120,998,417.93	27.3%

** END OF REPORT - Generated by Mariel Lopez-Gonzalez **

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	Y	N
Sequence 2	2	Y	N
Sequence 3	0	N	N
Sequence 4	0	N	N

Report title:
YEAR-TO-DATE BUDGET REPORT

Includes accounts exceeding 0% of budget.
Print totals only: Y
Print Full or Short description: F
Print full GL account: N
Format type: 1
Double space: N
Suppress zero bal accts: Y
Include requisition amount: Y
Print Revenues-Version headings: N
Print revenue as credit: Y
Print revenue budgets as zero: N
Include Fund Balance: N
Print journal detail: Y
From Yr/Per: 2017/ 1
To Yr/Per: 2017/12
Include budget entries: Y
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1
Include additional JE comments: N
Multiyear view: D
Amounts/totals exceed 999 million dollars: N

Year/Period: 2017/ 3
Print MTD Version: N

Roll projects to object: N
Carry forward code: 1

Find Criteria

Field Name	Field Value
Fund	101|131|151|171|266
Department	
Program	
Function	
Object	
Project	
Character code	
Account type	Expense
Account status	
Rollup Code	

STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET, SUITE 1600
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

October 7, 2016

Honorable Jim Durrett, Mayor
and Honorable Board of Commissioners
Montgomery County
P.O. Box 368
Clarksville, TN 37041

Dear Mayor Durrett and Members of the Board:

This letter, report, and the submitted plan of refunding (the "Plan"), are to be published and posted on the website of Montgomery County (the "County"). Please provide the same letter, report, and Plan to each Commissioner for review at the Public Meeting adopting the refunding bond resolution.

This letter acknowledges receipt on September 16, 2016, of a request from the County to review the Plan for the issuance of an estimated $11,320,000 General Obligation Refunding Bonds, Series 2016B (Taxable), (the "Refunding Bonds") to advance refund an estimated $10,450,000 General Obligation Industrial Park Bonds, Series 2008 (Taxable), (the "Refunded Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

Balloon Indebtedness

The proposed structure of the Refunding Bonds does not appear to be balloon indebtedness. If the structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. As of the date of this letter, the balloon indebtedness statute would not be applicable because the proposed debt to be issued is secured solely by a general obligation pledge and the County has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better.

Financial Professionals

The County has identified PFM Financial Advisors LLC as its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The Plan was prepared by the County with the assistance of its municipal advisor.

County's Proposed Refunding Objective

The County indicated its purpose for the refunding is for net present value debt service savings.

Compliance with the County's Debt Management Policy

The County provided a copy of its debt management policy, and within forty-five (45) days of issuance of the Refunding Bonds, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

Report of the Review of a Plan of Refunding

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.

This report is effective for a period of one hundred twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.

We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our

Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

Municipal Securities Rulemaking Board (MSRB) Voluntary Disclosure of Bank Loans

The Municipal Securities Rulemaking Board (MSRB) released regulatory notices: MSRB Notice 2011-52, providing guidance on the use of "bank loans" that could be a private placement of municipal securities subject to specific regulatory requirements including disclosure; and MSRB Notice 2012-18, encouraging the voluntary disclosure of bank loan financings through the MSRB's Electronic Municipal Market Access (EMMA®) website (emma.msrb.org). For more information see the preceding notices on the MSRB's website (msrb.org). To learn how to submit disclosure see the link at the bottom of the EMMA website labeled Submit Documents or the Education Center of the MSRB's website.

Report on Debt Obligation

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the County no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to stateandlocalfinance.publicdebtform@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of Form CT-0253 can be found at http://www.comptroller.tn.gov/sl/pubdebt.asp.

Sincerely,

Sandra Thompson

Sandra Thompson
Director of the Office of State & Local Finance

cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Jeff Taylor, Montgomery County
Ms. Lauren Lowe, PFM Financial Advisors LLC
Ms. Karen Neal, Bass Berry & Sims
Ms. Lillian Blackshear, Bass Berry & Sims

Enclosures (2): Report of the Director of the Office of State & Local Finance
Report on Debt Obligation

REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE CONCERNING THE PROPOSED ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B MONTGOMERY COUNTY, TENNESSEE

Montgomery County (the "County") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding an issuance of an estimated $11,320,000 General Obligation Refunding Bonds, Series 2016B (Taxable), (the "Refunding Bonds") to advance refund an estimated $10,450,000 General Obligation Industrial Park Bonds, Series 2008 (Taxable), (the "Refunded Bonds").

The Plan was prepared with the assistance of the County's municipal advisor, PFM Financial Advisors LLC. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this Office. This letter and report provide no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Refunding Bonds may be issued with a structure different to that of the Plan. The County provided a copy of its debt management policy.

Balloon Indebtedness

The proposed structure of the Refunding Bonds does not appear to be balloon indebtedness. If the structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. As of the date of this letter, the balloon indebtedness statute would not be applicable because the proposed debt to be issued is secured solely by a general obligation pledge and the County has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better.

County's Proposed Refunding Objective

The County indicated its purpose for the refunding is for net present value debt service savings.

Refunding Analysis

- The results of the refunding are based on the assumption that $11,320,000 Refunding Bonds will be sold by competitive sale and priced at par.
- The estimated net present value savings of the refunding is $1,152,209 or an approximate 11.03% of the refunded principal amount of $10,450,000.
- The refunding generates savings by reducing the average coupon of the Refunded Bonds from 5.5% to an average coupon of 1.83% for the Refunding Bonds.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is $116,967 or $10.34 per $1,000 of the par amount. See Table 1 for individual costs of issuance.

Table 1

Costs of Issuance of Refunding Bonds

	Amount	Price per $1,000 bond
Underwriter's Discount (TBD by competitive sale)	$ 56,600.00	$ 5.00
Municipal Advisor (PFM Financial Advisors LLC)	21,338.36	1.89
Bond Counsel (Bass Berry & Sims)	21,338.36	1.89
Rating Agency Fees	11,095.94	0.98
Other Costs	6,594.06	0.58
Total Cost of Issuance	$ 116,966.72	$ 10.34

The County has identified PFM Financial Advisors LLC as its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the County. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Refunded Bonds are not refunded as a part of the Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.

Sandra Thompson

Sandra Thompson
Director of the Office of State and Local Finance
Date: October 7, 2016

Montgomery County, Tennessee
Office of Trustee
Monthly Financial Report
For the Month Ending 8/31/2016

ASSET		Beginning Balance	Debits	Credits	Ending Balance
999-11120	CASH ON HAND	1,902.80	7,601,562.59	7,602,165.39	1,300.00
999-11130-001	CASH IN BANK-BANK OF AMERICA	6,876,063.44	45,126,553.74	51,931,930.37	70,686.81
999-11130-003	F & M BANK-TAX PAYMENTS	224,007.58	1,485.57		225,493.15
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	3,005,185.19	596.98		3,005,782.17
999-11130-007	US BANK - TAX ACCOUNT	-			0.00
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	1,256,250.64	746.87		1,256,997.51
999-11130-009	MCG HOLDING ACCOUNT	-			0.00
999-11130-010	SCHOOL HOLDING ACCOUNT	5,000.00	0.00		5,000.00
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	35,806.57	21,332.83	11,078.90	46,060.50
999-11130-024	PLANTERS BANK- GO SCHOOL BOND	973,673.28	77.36		973,750.64
999-11300-025	LEGENDS BANK - BI-COUNTY FEES	(1,510.20)	848,575.81	851,211.61	-4,146.00
999-11130-026	PLANTERS BANK -209	2,588.94	4,849.09		7,438.03
999-11130-027	REGIONS - OPERATING	16,165,159.03	39,113,600.11	44,457,811.85	10,820,947.29
999-11130-028	REGIONS - MCG CLEARING	-	4,602,400.90	4,602,400.90	0.00
999-11130-029	REGIONS - SCHOOL CLEARING	4,923.58	8,436,561.75	8,436,485.33	5,000.00
999-11300-001	PLANTERS BANK MMA-101	7,217,902.92	1,433.83		7,219,336.75
999-11300-002	PLANTERS BANK CD-101	5,272,896.77	3,034.55		5,275,931.32
999-11300-004	LEGENDS BANK - 207	5,501,053.37	847,342.44	1,528.20	6,346,867.61
999-11300-006	PLANTERS BANK-DEPOSIT ACCT	8,211,286.77	1,042,359.06	38,761.39	9,214,884.44
999-11300-011	SYNOVUS - SHARED CD - 101	14,389,216.26	7,454.29		14,396,670.55
999-11300-014	PLANTERS BANK MMA-101	9,211,904.30	1,829.94		9,213,734.24
999-11300-016	CAPSTAR BANK CDARS-101	35,327,910.97	10,603.51		35,338,514.48
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	46,565.38	13.84		46,579.22
999-11300-026	BANK OF NASHVILLE / SYNOVUS	3,010,189.97	1,508.43		3,011,698.40
999-11300-027	CAPITAL BANK - CDARS	14,140,015.05	10,809.03		14,150,824.08
999-11300-028	REGIONS - CAPITAL PROJECTS	4,196,136.70	375.09		4,196,511.79
999-11300-029	REGIONS - GO PUBLIC IMPROVEMENT	2,584,421.56	231.03		2,584,652.59
999-11300-030	REGIONS - WORKER'S COMP	823,885.23	73.65		823,958.88
999-11300-035	REGIONS - E911	422,314.90	37.75		422,352.65
999-11300-036	REGIONS - EMS HANKOOK	300,868.54	26.90		300,895.44
999-11300-037	REGIONS - DEBT SERVICE	211,713.03	18.93		211,731.96
999-11300-038	REGIONS - UNEMPLOYMENT TRUST	113,563.09	10.15		113,573.24
999-11300-039	REGIONS - DTF	70,409.94	60,083.98		130,493.92
999-11300-040	HILLIARD LYONS	5,009,903.74			5,009,903.74
999-11405	CHECKS WITH INSUFFICIENT FUNDS	44,825.55		35,390.00	9,435.55
999-11410	STATE OF TN TAX RELIEF CURR YR	3,400.00		173.00	3,227.00
999-11515	MONTGOMERY COUNTY RELIEF	-			0.00
999-11890	MORTGAGE CLEARING	-			0.00
		144,659,434.89	**107,745,590.00**	**117,968,936.94**	**134,436,087.95**

LIABILITY		Beginning Balance	Debits	Credits	Ending Balance
101-21353	PLANNING COMMISSION	0.00			0.00
101-21560	DUE TO LITIGANTS HEIRS AND OTHERS	0.00			0.00
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63			25,830.63
999-20100	EXCESS LAND SALE PAYMENTS 2010	0.00			0.00
999-20110	EXCESS LAND SALE PAYMENTS 2011	0.00			0.00
999-20120	EXCESS LAND SALE PAYMENTS 2012	256.81		142.40	399.21
999-20130	EXCESS LAND SALE PAYMENTS 2013	78,524.36		59,869.76	138,394.12
999-20140	EXCESS LAND SALE PAYMENTS 2014	341,079.51		3,565.02	344,644.53
999-20150	EXCESS LAND SALE PAYMENTS 2015	125,077.81			125,077.81
999-22200	OVERPAYMENTS	1,408.57	46.67	1,207.64	2,569.54
999-24105	CREDIT CARD FEES	494.43			494.43
999-24106	CLERK'S FEES	0.00	9,702.00	9,702.00	0.00
999-24110	CLERK'S ORDER TO SELL FEES	0.00	400.00	400.00	0.00
999-26500	STOP PAYMENTS	0.00			0.00
999-26510	ATTORNEY'S FEES	0.00	25,348.56	25,348.56	0.00
999-26515	ATTORNEY'S BILL OF COSTS	0.00	8,453.08	8,453.08	0.00
999-26520	TRANSFER TAX (REGISTER OF DEEDS)	2,107.38		12.00	2,119.38
999-27700	TRUSTEE'S HOLDING ACCOUNT	0.00	12,829.15	12,829.15	0.00
999-28310	UNDISTRIBUTED TAXES	0.00			0.00
999-29900	FEE/COMMISSION ACCOUNT	97,310.53	96,878.49	107,839.57	108,271.61
101	COUNTY GENERAL FUND	23,784,785.23	6,861,872.37	3,148,431.16	20,071,344.02
122	DRUG CONTROL FUND	125,354.64	133.20	2,900.75	128,122.19
131	GENERAL ROAD FUND	3,950,671.03	981,791.46	346,102.85	3,314,982.42
141	GENERAL PURPOSE SCHOOL FUND	35,797,874.21	20,101,344.83	19,478,891.78	35,175,421.16
142	SCHOOL FEDERAL PROJECTS FUND	1,731,950.97	1,343,041.00	1,645,349.73	2,034,259.70
143	CHILD NUTRITION FUND	6,452,273.92	797,515.98	17,568.16	5,672,326.10
144	SCHOOL SYSTEM TRANS FUND	2,028,659.96	789,756.24	1,071,784.09	2,310,687.81
146	EXTENDED SCHOOL PROGRAM FUND	51,506.25	525.00		50,981.25
151	DEBT SERVICE FUND	31,150,384.77	124,188.97	377,422.93	31,403,618.73
171	CAPITAL PROJECTS FUND	7,999,516.40	786,479.33	15,044.07	7,228,081.14
177	EDU CAPITAL PROJECTS FUND	1,080,042.35	1,306,501.60	1,000,654.12	774,194.87
204	E911 COMMUNICATION DIST	1,874,795.39	222,672.88	384,225.24	2,036,347.75
207	BI-COUNTY LANDFILL	4,803,729.76	1,940,078.67	2,423,345.65	5,286,996.74
209	LIBRARY FUND	674,895.67	234,076.06	17,574.44	458,394.05
263	SELF INSURANCE TRUST FUND	21,649,215.00	6,274,845.93	1,564,216.64	16,938,585.71
266	WORKERS' COMPENSATION	409,469.97	127,700.98	13,112.42	294,881.41
267	UNEMPLOYMENT COMPENSATION	38,274.84			38,274.84
351	CITY OF CLARKSVILLE - SALES TAX	0.00	1,408,306.45	1,408,306.45	0.00
352	CITY OF CLARKSVILLE - PROP TAX	0.00	70,543.53	70,543.53	0.00
356	CITY OF CLARKSVILLE	0.00			0.00
362	MGC RAIL AUTHORITY	6,405.72	130.67	1.23	6,276.28
363	JUDICIAL DISTRICT DRUG FUND	291,565.09	7,958.62	65,844.88	349,451.35
364	DISTRICT ATTORNEY FUND	35,973.69	3,517.84	32,603.32	65,059.17
365	PORT AUTHORITY	50,000.00			50,000.00
		144,659,434.89	**43,536,639.56**	**33,313,292.62**	**134,436,087.95**

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, 2017

Brenda K. Rodgers 9/12/2016

Signature Date

MONTGOMERY COUNTY TRUSTEE

Title

NOMINATING COMMITTEE

OCTOBER 10, 2016

DELINQUENT TAX SALES AND RELEASE COMMITTEE 2-year terms (max 4 yrs)

Commissioner Charlie Keene nominated to replace Commissioner Robert Gibbs for a two-year term to expire October, 2018.

MONTGOMERY COUNTY BOARD OF HEALTH 4-year terms (max 8 yrs)

Dr. Carlo Pike has been filling an unexpired term and is now eligible to serve his first full four-year term, to expire October, 2020.

Dr. Mark Hackett nominated to replace Dr. Ronald Whitford (as Veterinarian) for a four-year term to expire October, 2020.

Kevin Judish nominated to replace Rev. Robert Harris (as Citizen Representative) for a four-year term to expire October, 2020.

Nominating Committee

On Motion to Adopt by Commissioner Nichols, seconded by Commissioner J. Hodges, the foregoing Nominating Committee Nominations were Approved by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)

COUNTY MAYOR APPOINTMENTS

OCTOBER 10, 2016

TWO RIVERS BOARD **3-yr term**

(needs confirmation by County Commission)

Commissioner Jason Hodges appointed to replace Stanley Ross for a three-year term to expire October, 2019.

Mayor Appointment

On Motion to Adopt by Commissioner Creek, seconded by Commissioner A. Hodges, the foregoing Mayor Appointment was Approved by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	---
2	Charles Keene	Y	9	John M. Genis	---	16	Wallace Redd	Y
3	Ed Baggett	Y	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Joe Weyant	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	---
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	---

Yeses – 17 Noes – 0 Abstentions – 0

ABSENT: John M. Genis, David Harper, Jerry Allbert, and Larry Rocconi (4)