

August 10, 2015

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, August 10, 2015, 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	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
Robert Gibbs	Robert Nichols	

PRESENT: 20

ABSENT: Ed Baggett (1)

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

**CALL TO ORDER** - Sheriff Fuson

**INVOCATION** – Chaplain Joe Creek

**ROLL CALL** – County Clerk

**CERTIFICATES OF APPRECIATION FOR 20<sup>TH</sup> ANNUAL BACK-TO-SCHOOL BASH**

1. Linda Satchwill & Chloe Vanlandingham from First Baptist Church
2. Carrie Smith from Grace Fellowship Church
3. Paul Scott and Paul Zook from Hilldale Baptist Church
4. Dorlisha White from LEAP Organization
5. Malcolm Amos and Peggy Amos from Faith Outreach Church

**PROCLAMATIONS**

1. Presidential Award for Excellence - Micahel Brown
2. Fund Raiser Recognition – Ella Muizniek
3. Emerging Leader Recognition – Joey Smith
4. Suicide Prevention Awareness Month – Cindy Johnson; Tim Parrish; Teresa Carroll; Kara Merriam; Tiffany Ladd

**APPROVAL OF JULY 6 & JULY 13, 2015 MINUTES**

**VOTE ON ZONING RESOLUTIONS**

**CZ-10-2015:** Application of James W. Allen from R-1 to C-5

**CZ-11-2015:** Application of William R. Dyer from R-1 to C-5

**VOTE ON OTHER RESOLUTIONS**

- 15-8-1:** Resolution to Adopt an Interlocal Agreement Between the City of Clarksville and Montgomery County for Joint Funding from the Bureau of Justice Assistance of the United States Department of Justice on a Joint Award of Federal Byrne Justice Assistance Grant Funds
- 15-8-2:** Resolution Authorizing the Acceptance and Permission to Spend Grant Funds from the Kresge Foundation for the Montgomery County Health Department

- 15-8-3:** Resolution of the Montgomery County Board of Commissioners Authorizing the Acceptance of Grant Funds from the Tennessee Department of Children's Services Family Intervention Services Program
- 15-8-4:** Resolution to Appropriate Local Matching Funds for a Federal Grant to Perform Construction on Runway 17/35 and Associated Taxi-Way at the Clarksville Regional Airport Outlaw Field
- 15-8-5:** Resolution to Purchase Property for the Construction of a Civic Plaza
- 15-8-6:** Resolution to Accept a Donation from the Clarksville Civitan Club to Help Construct an ADA Sidewalk at Rotary Park
- 15-8-7:** Resolution to Change the Commencement Hour of the Monthly County Commission Meetings
- 15-8-8:** Resolution to Accept Grant Funds for the Enhancement of Services Provided by the University of Tennessee Agricultural Extension/Montgomery County Commercial Kitchen
- 15-8-9:** Resolution Consolidating Legal Service and Fees
- 15-8-10:** Resolution to Allow Montgomery County to Enter Into Mutually Beneficial Purchasing Inter-Local Agreements with Fort Campbell Agencies
- 15-8-11:** Resolution Relative to Motor Vehicle Racing
- 15-8-12:** Resolution to Accept a Grant from the State of Tennessee Department of Transportation for a Cumberland River Waterway Intermodal Facility
- 15-8-13:** Resolution to Establish Tax Incremental Financing (TIF) **(will need approval to suspend the rules)**

## **UNFINISHED BUSINESS**

## **REPORTS**

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

## **REPORTS FILED**

1. Capital Projects – Construction Update Report
2. Highway Dept. – Yearly Inventory List
3. Airport Quarterly Report
4. **Adequate Facilities Tax and Permit Revenue Reports for July 2015**
5. **Accounts & Budgets Monthly Report**
6. **Highway Dept – Quarterly Report**

7. Highway Dept – Yearly Report
8. Trustee's Report

**APPOINTMENTS BY COUNTY MAYOR** – Mayor Durrett

**ANNOUNCEMENTS**

1. American Red Cross Blood Drive, Tuesday, August 11 from 9:00 a.m. to 2:00 p.m. at the Civic Hall. Please see Elizabeth Black for an appointment.
2. The TCCA Regional meeting will be held in Springfield on September 3 and Paris Landing on September 15. Since our Legislative Reception will be held on September 15 this year, hopefully you will attend the meeting in Springfield. Please let Debbie know so she can make travel arrangements if necessary.

**ADJOURN** – Sheriff Fuson



**Certificates of Appreciation for the 20th Annual Back-To-School Bash were presented to Peggy Amos, Malcolm Amos, Linda Satchwill and Carrie Smith by Mayor Durrett.**

# CERTIFICATE OF APPRECIATION

*presented to*

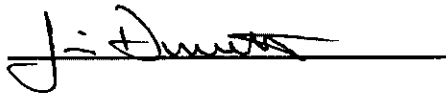
**Peggy Amos**

*for*

*Serving on behalf of the Faith Outreach Church on the Back to School Bash Committee. We greatly appreciate her time and commitment to this project and to the children that benefit from this great event. For the 20th Annual Back to School Bash, Ms. Amos and Faith Outreach Church, gave numerous contributions to the event - including chairing the committee, sponsor donations, volunteer management, signage, filling backpacks and prizes.*

*Given on this day of our Lord, August 10, 2015*

Jim Durrett  
Montgomery County Mayor



# CERTIFICATE OF APPRECIATION

*presented to*

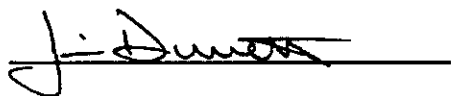
**Malcolm Amos**

*for*

*Serving on behalf of the Faith Outreach Church on the Back to School Bash Committee. We greatly appreciate his time and commitment to this project and to the children that benefit from this great event. For the 20th Annual Back to School Bash, Mr. Amos and Faith Outreach Church, gave numerous contributions to the event - including chairing the committee, sponsor donations, volunteer management, signage, filling backpacks and prizes.*

*Given on this day of our Lord, August 10, 2015*

Jim Durrett  
Montgomery County Mayor



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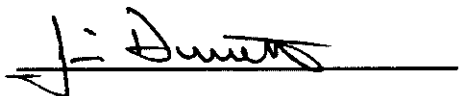
**Linda Satchwill**

*for*

*Serving on behalf of First Baptist Church on the Back to School Bash Committee. We greatly appreciate her time and commitment to this project and to the children that benefit from this great event. For the 20th Annual Back to School Bash, Ms. Satchwill and First Baptist Church, gave numerous contributions to the event - money for backpacks, assistance in filling the backpacks, food and equipment for the event.*

*Given on this day of our Lord, August 10, 2015*

Jim Durrett  
Montgomery County Mayor



# CERTIFICATE OF APPRECIATION

*presented to*

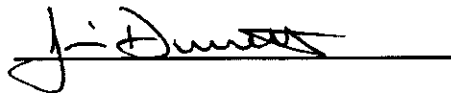
**Carrie Smith**

*for*

*Serving on behalf of Grace Fellowship Church on the Back to School Bash Committee. We greatly appreciate her time and commitment to this project and to the children that benefit from this great event. For the 20th Annual Back to School Bash, Ms. Smith and Grace Fellowship Church, gave numerous contributions to the event - including gift cards, registration forms and assistance with announcements and prizes for the event.*

*Given on this day of our Lord, August 10, 2015*

Jim Durrett  
Montgomery County Mayor



**A Proclamation was presented to Micahel Brown, recipient of the Presidential Award for Excellence, for his years of dedication to the students at Montgomery Central High School by Mayor Durrett.**

# MONTGOMERY COUNTY GOVERNMENT



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## PROCLAMATION

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### By The County Mayor

**WHEREAS,** *Montgomery County is very fortunate to have a teacher that is as passionate and dedicated to his students as Montgomery Central High School's math teacher, Micahel Brown; and*

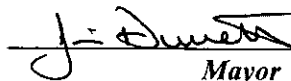
**WHEREAS,** *Micahel Brown was one of 108 teachers nationally, and one of two in Tennessee, to receive the annual Presidential Award for Excellence in Mathematics and Science Teaching which is presented to outstanding K-12 teachers in science and mathematics; and*

**WHEREAS,** *as part of this award, Micahel will receive a certificate signed by the United States President, a \$10,000 award from the National Science Foundation and an invitation to attend an awards ceremony in Washington; and*

**WHEREAS,** *Micahel Brown credits his success in life to the influences he has had along the way which in his words is the greatest school system, the greatest school, the greatest family, the greatest students, and all the great teachers who taught him, mentored him and collaborated with him; and*

**WHEREAS,** *Micahel is avid about teaching his students regardless of their individual circumstances and he challenges students at their appropriate level so that they consistently grow.*

**NOW, THEREFORE, I, JIM DURRETT,** *Mayor of Montgomery County, Tennessee do hereby encourage everyone to join me in recognizing Micahel Brown for his years of dedication to the students at Montgomery Central High School and congratulate him on receiving this prestigious award. Congratulations for a job well done!!!*

  
\_\_\_\_\_  
Mayor

**A Proclamation was presented to Joey Smith for his dedication and service to the citizens of this community as Public Health Director by Mayor Durrett.**



# MONTGOMERY COUNTY GOVERNMENT



## PROCLAMATION

### By The County Mayor

**WHEREAS,** *Montgomery County is very fortunate to have Joey Smith as Director of our Public Health Department; and*

**WHEREAS,** *Joey began his career with the Health Department in May of 2009, and has been a dedicated employee working in unison with his staff, supervisors and managers thus serving as a liaison among patients, staff and local political leaders; and*

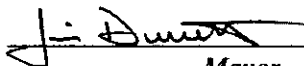
**WHEREAS,** *on January 6, 2015, Joey was selected in a nationwide competitive process, alongside representatives from major cities including San Francisco, Los Angeles, New Orleans and San Antonio, as one of the 12 Public Health Officials in the nation named by the Kresge Foundation to the Emerging Leaders in Public Health; and*

**WHEREAS,** *Joey has worked with APSU to create a grant funded breast health program which in its first year enabled over three hundred uninsured women to receive a mammogram screening and breast health information; and*

**WHEREAS,** *Joey has worked with CMCSS to create a Student Health Council and Health Science Academy; has created an article giving clear directions of what needs to be done for better health which now serves as the model for the report that the TN Department of Health releases annually; directs the day-to-day operations in Tennessee's largest rural health department and manages an annual budget of over 4 million dollars; and*

**WHEREAS,** *Joey credits his award recognition to the people he works with, his community, skilled leaders and excellent schools, which just goes to prove the unselfish character of Joey Smith. Joey is dedicated to serving the community and strives to make Montgomery County the healthiest it can be. Joey serves as an inspiration to us all!!*

**NOW, THEREFORE, I, JIM DURRETT,** *Mayor of Montgomery County, Tennessee do hereby encourage all citizens to join me in recognizing Joey Smith for his dedication and service to the citizens of this community as Public Health Director for Montgomery County, Tennessee.*

  
\_\_\_\_\_  
Mayor

**A Proclamation was presented to Cindy Johnson, Tim Parrish, Teresa Carroll, Kara Merriam and Tiffany Ladd for Suicide Prevention Awareness Month by Mayor Durrett.**

# MONTGOMERY COUNTY GOVERNMENT

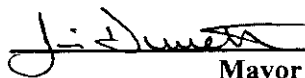


## PROCLAMATION

### By The County Mayor

- WHEREAS,** *suicide is one of the most disruptive and tragic events a family and a community can experience, with more than 900 lives lost in Tennessee each year and an estimated 8 to 25 attempted suicides for each suicide death; and*
- WHEREAS,** *suicide is the 10<sup>th</sup> leading cause of all deaths in Tennessee and the 2<sup>nd</sup> leading cause of death among people from ages 15 to 24 (source: Tennessee Department of Health); and*
- WHEREAS,** *Tennessee veterans, active-duty military personnel, and National Guardsmen face a disproportionate risk as compared to the general population of Tennessee, with more dying from suicide than combat; and*
- WHEREAS,** *public awareness of this terrifying problem is the key to preventing further suffering and loss of life; and the risk for human self-destruction can be reduced through awareness, education, and treatment; as the highest risk for suicide is among the survivors of those who died by suicide or those who have attempted suicide; and*
- WHEREAS,** *suicide prevention has been declared a national priority by the President and Congress; and Tennessee declares suicide prevention as a state priority and the legislature, in partnership with TSPN, implements the Tennessee Strategies for Suicide Prevention based on the National Strategy for Suicide Prevention; and*
- WHEREAS,** *Tennessee is a national leader in the effort to prevent suicide, being one of the first states to develop a suicide prevention and evaluation plan covering the lifespan; and*
- WHEREAS,** *the Governor of Tennessee has appointed a Suicide Prevention Network Advisory Council to coordinate the implementation of the Tennessee Strategy for Suicide Prevention; and*
- WHEREAS,** *the Tennessee Suicide Prevention Network is a grassroots collaboration of Tennesseans and organizations working to eliminate the stigma of suicide, educate the community about the warning signs of suicide, and ultimately reduce the rate of suicide in our state; and*
- WHEREAS,** *the Tennessee Suicide Prevention Network is also committed to excellence in suicide prevention, intervention, and postvention.*

**NOW, THEREFORE, I, JIM DURRETT,** *Mayor of Montgomery County, Tennessee, do hereby proclaim September, 2015 as "SUICIDE PREVENTION AWARENESS MONTH" in Montgomery County, Tennessee, and urge all citizens to work to prevent suicide and to raise awareness and tolerance around all people affected by this tragedy.*

  
\_\_\_\_\_  
Mayor

**A Certificate of Appreciation for the 20<sup>th</sup> Annual Back-To-School Bash  
was presented to Richard Garrett, on behalf of Dorlisha White, by  
Mayor Durrett.**

# CERTIFICATE OF APPRECIATION

*presented to*

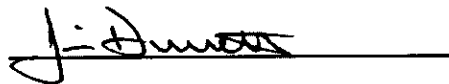
**Dorlisha White**

*for*

*Serving on behalf of the LEAP Organization on the Back to School Bash Committee. We greatly appreciate her time and commitment to this project and to the children that benefit from this great event. For the 20th Annual Back to School Bash, Ms. White and the LEAP Organization, gave numerous contributions to the event - including assistance with set up, water, ice, music and haircut vouchers.*

*Given on this day of our Lord, August 10, 2015*

Jim Durrett  
Montgomery County Mayor



# COUNTY COMMISSION MINUTES FOR

JULY 6, 2015

SUBMITTED FOR APPROVAL AUGUST 10, 2015

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in a special called session on Monday, July 6, 2015, 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:

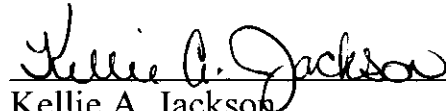
**The following Resolutions were Adopted:**

- 15-7-1** Resolution to Levy a Tax Rate in Montgomery County, Tennessee, for the Fiscal Year Beginning July 1, 2015
- 15-7-2** Amended Resolution Making Appropriations for the Various Funds, Departments, Institutions, Offices, and Agencies of Montgomery County, Tennessee, for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016 (FY16) and Approving the Funding of Non-Profit Charitable Organizations in Accordance with TCA 5-9-109

**The Board was adjourned.**



Submitted by:

  
Kellie A. Jackson  
County Clerk

# COUNTY COMMISSION MINUTES FOR

JULY 13, 2015

SUBMITTED FOR APPROVAL AUGUST 10, 2015

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, July 13, 2015, at 7:00 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	Ron J. Sokol
Joe L. Creek	Jason A. Hodges	Audrey Tooley
John M. Gannon	Garland Johnson	Tommy Vallejos
John M. Genis	Charles Keene	

PRESENT: 20

ABSENT: Larry Rocconi (1)

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



**Mayor Durrett recognized volunteers who responded to a “help search” call from EMA Director, Jerry Buchanan, for a missing 12 year old on June 15<sup>th</sup>.**

**A Proclamation was presented to Tammy Francesckina for the 25<sup>th</sup> Anniversary of Akebono by Mayor Durrett.**

**A Proclamation was presented to the family of Wade Morgan for #BeMoreLikeWade Day by Mayor Durrett.**

**The minutes of the June 8, 2015, meeting of the Board of Commissioners were approved.**

**The following Resolutions were Adopted:**

- CZ-6-2015** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Steve & Katie Gambill
- 15-7-3** Resolution of the Montgomery County Board of Commissioners Authorizing the Purchase of Oakland Elementary School
- 15-7-4** Resolution to Abolish the Building Advisory Committee as Recommended by the Rules Committee
- 15-7-5** Resolution Adopting the Montgomery County Adult Oriented Establishment Board Regulations as Recommended by the Rules Committee
- 15-7-6** Resolution Approving the Revision of the “Purpose” Section of the Animal Control and Adoption Service Committee as Recommended by the Rules Committee
- 15-7-7** Resolution Adopting a “Standard Committee Purpose” Template for Applicable Committees as Recommended by the Rules Committee
- 15-7-8** Resolution Updating Employee Benefits as Recommended by the Personnel Advisory Committee

**The following Resolutions Failed:**

- CZ-8-2015** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of J & N Enterprises INC
- CZ-9-2015** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of J & N Enterprises INC

**The County Clerk’s Report for the month of June was Adopted.**

## **Reports Filed:**

1. Adequate Facilities Tax and Permit Revenue Reports for June 2015
2. Accounts & Budgets Monthly Report
3. Court Safety Program: Adult Driver Improvement Program; Alive at 25 Defensive Driving Course; Juvenile Court Defensive Driving Course-4; Juvenile Court Defensive Driving Course-6/8; Anti-Theft Class; and Safety Belt Class Revenue and Attendees for April – June, 2015
4. Highway Department: County Road List April – June, 2015 (Approved by Commission)
5. Register of Deeds – Annual Financial Report
6. Trustee's Report

## **Nominating Committee Nominations Approved:**

### **BEER BOARD**

**3-yr term**

Commissioner Brandon Butts nominated to replace Commissioner Robert Gibbs for a three-year term to expire July, 2018.

Commissioner Arnold Hodges has been filling an unexpired term and is now eligible to serve his first full three-year term to expire July, 2018.

Commissioner Audrey Tooley has been filling an unexpired term and is now eligible to serve her first full three-year term to expire July, 2018.

Commissioner Ron Sokol has been filling an unexpired term and is now eligible to serve his first full three-year term to expire July, 2018.

### **LEGISLATIVE LIAISON COMMITTEE**

**2-yr term**

Commissioner Wallace Redd nominated to replace Commissioner Mark Riggins for a two-year term to expire July, 2017.

Commissioner Jason Hodges has been filling an unexpired term and is now eligible to serve his first full two-year term to expire July, 2017.

### **REGIONAL LIBRARY BOARD**

**3-yr term**

Gerald Beavers nominated to replace Harriett Mabry for a three-year term to expire July, 2018.

James Marshall nominated to serve another three-year term to expire July, 2018.

## **Mayor Nominations Approved:**

### **BI-COUNTY SOLID WASTE MANAGEMENT BOARD**

**6-yr term**

Commissioner Tommy Vallejos nominated to replace Commissioner Joe Creek for a six-year term to expire July, 2021.

### **EMERGENCY MEDICAL SERVICES**

**3-yr term**

Commissioner Martha Brockman nominated to replace Commissioner John Gannon for a three-year term to expire July, 2018.

Commissioner Wallace Redd nominated to replace Commissioner Joe Creek for a three-year term to expire July, 2018.

Commissioner Charlie Keene has been serving an unexpired term and is now eligible to serve his first full three-year term to expire July, 2018.

**FIRE COMMITTEE****3-yr term**

Commissioner Arnold Hodges nominated to replace Commissioner John Gannon for a three-year term to expire July, 2018.

Commissioner Robert Nichols nominated to serve another three-year term to expire July, 2018.

**JUDICIAL COMMISSIONER****1-yr term**

Darlene Sample (Lead Commissioner) nominated to serve another one-year term to expire July, 2016.

Rebecca Adair nominated to serve another one-year term to expire July, 2016.

**LIBRARY BOARD****3-yr term**

Ron Smithfield nominated to replace Peggy Taylor for a three-year term to expire July, 2018.

Harriett Mabry nominated to fill the unexpired term of Carol Clark who resigned; term to expire July, 2017.

**Mayor Appointment Announced:****BUILDING & CODES, INTERNATIONAL BOARD OF APPEALS****5-yr term**

Ed Neely appointed to replace Daniel Moss as a Structural Engineer for a five-year term to expire July, 2020.

**The Board was adjourned.**



Submitted by:

A handwritten signature in cursive script, appearing to read "Kellie A. Jackson", written over a horizontal line.

Kellie A. Jackson  
County Clerk

On Motion to Adopt by Commissioner Tooley, seconded by Commissioner Sokol, the foregoing July 6, 2015 and July 13, 2015, Minutes of the Board of County Commissioners presented by Kellie A. Jackson, County Clerk, were Approved unanimously by the following roll call vote:

<b>District</b>	<b>Commissioner</b>	<b>Vote</b>	<b>District</b>	<b>Commissioner</b>	<b>Vote</b>	<b>District</b>	<b>Commissioner</b>	<b>Vote</b>
1	John M. Gannon	Y	8	Ron J. Sokol	Y	15	David Harper	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
JAMES W ALLEN**

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 James W Allen and

WHEREAS, said property is identified as County Tax Map 53, parcel 31.00, containing 6.1 acres, situated in Civil District 13, located Property on the north frontage of Dover Rd. located 1,575 +/- feet east of the Dover Rd. & Liberty Church Rd. intersection.; and

WHEREAS, said property is described as follows:

Beginning at a 1/2" iron rod set lying on the north margin of SR 76 being Schlerintzaver southeast corner and this tracts southwest corner and the true point of beginning, thence leaving the road and with the Schlerintzaver and with the center of the ditch the following 5 call's North 11 degrees 23 minutes 37 seconds West for a distance of 203.60 feet; thence North 09 degrees 10 minutes 28 seconds West for a distance of 117.31 feet; thence North 01 degree 33 minutes 47 seconds West for a distance of 282.53; thence leaving Schlerintzaver and with Parr and continuing with the center of the ditch North 01 degree 15 minutes 30 seconds East for a distance of 76.81 feet; thence , North 10 degrees 21 minutes 44 seconds East for a distance of 143.86 feet to a 1" Steel Eye Bar in the center of the ditch; thence leaving Parr and ditch and with the J & N Inc. property North 64 degrees 55 minutes 44 seconds East for a distance of 34.98 feet to a magnetic nail found on root of 30" Ash Tree; thence, South 87 degrees 12 minutes 27 seconds East for a distance of 123.28 feet to a 1/2" iron rod found; thence North 89 degrees 57 minutes 07 seconds East for a distance of 157.37 feet to a 1" steel eye bar at fence corner; thence South 00 degrees 36 minutes 51 seconds East for a distance of 324.49 feet to a 1/2" iron rod found; thence, leaving J & N Inc. and with Tatuli and generally following the meanders of a fence South 00 degrees 17 minutes 18 seconds East for a distance of 477.08 feet to a 1/2" iron rod set lying on the north margin of the Road; thence with the north margin of Road South 85 degrees 10 minutes 45 seconds West for a distance of 279.99 feet to the Point of Beginning; containing 6.1 +/- acres further identified as (Tax Map 53, Parcel 31.00)

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 August, 2015, that the zone classification of the property of James W Allen from R-1 to C-5 is hereby approved.

Duly passed and approved this 10th day of August, 2015.

Sponsor

Commissioner

Approved

*David A. Ripple*

*Jim Smith*

County Mayor

Attested:

County Clerk

*Shirley C. Jackson*



CZ-10-2015

On Motion to Adopt by Commissioner Creek, seconded by Commissioner Nichols, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
WILLIAM R DYER**

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 William R Dyer and

WHEREAS, said property is identified as County Tax Map 39, parcel 22.00 p/o, containing 2.97 +/- acres, situated in Civil District 13, located Property located on the east frontage of Rollow Lane 1,600 +/- feet north of the Rossvie Rd. & Rollow Lane intersection.; and

WHEREAS, said property is described as follows:

Beginning at an iron pin in the east right of way of Rollow Lane, being the northwest corner of the Cornerstone Worship Center property, also being the southwest of the herein described parcel, thence North 03 degrees 54 minutes 32 seconds East for 416.37 feet to a point; thence leaving Rollow Lane on a new zone line, South 85 degrees 23 minutes 28 seconds East for 315.81 feet to a point, lying in the west property line of the Cumberland Land Development property, also being the northeast corner of the herein described parcel; thence along the Cumberland Land Development west property line South 04 degrees 36 minutes 32 seconds West for 410.21 feet to the Cornerstone Worship Center north property line, also being the southeast corner of herein described parcel; thence North 86 degrees 31 minutes 13 seconds West for 310.79 feet to the point of beginning, containing 2.97 +/- acres, further identified as (Tax Map 39, Parcel 22.00 p/o)

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 August, 2015, that the zone classification of the property of William R Dyer from R-1 to C-5 is hereby approved.

Duly passed and approved this 10th day of August, 2015.

Attested: Kimie A. Jackson  
County Clerk

Sponsor  
Commissioner  
Approved

David L. Pippel  
Joe L. Gault  
Jim Dwyer  
County Mayor



CZ-11-2015

On Motion to Adopt by Commissioner Butts, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)



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

**WHEREAS**, the United States Department of Justice Bureau of Justice Assistance has granted \$56,323.00 for fiscal year 2016 to be divided equally between the City of Clarksville and Montgomery County for various projects including the monthly service for mobile data terminals and associated wireless data equipment; and

**WHEREAS**, the amount awarded to Montgomery County of \$28,161.00 will support the continued use of mobile cellular data devices resulting in deputies being able to access essential information in the performance of their duties while in the field.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Montgomery County, Tennessee, meeting this the 10<sup>th</sup> day of August, 2015, that:

**SECTION 1.** Montgomery County hereby accepts \$28,161.00 from the United States Department of Justice, Bureau of Justice Assistance for the purposes herein stated and detailed in the MOU between the City of Clarksville and Montgomery County.

**SECTION 2.** There is no required match and no requirement that these projects be continued under the terms of the block grant at its expiration.

This resolution shall take effect upon its adoption.

Duly passed and approved this 10<sup>th</sup> day of August, 2015.



Attest

Kellie A. Jackson  
County Clerk

Sponsor

John S. Fournier for

Commissioner

Joe / Auck

Approved

J. D. Dumas  
County Mayor

GMS APPLICATION NUMBER 2015-H2432-TN-DJ

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE, TN and  
THE COUNTY OF MONTGOMERY, TN  
REGARDING THE  
2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 12 day of June, 2015, by and between The COUNTY of Montgomery acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Clarksville acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Montgomery County, State of Tennessee, witnesseth:

**WHEREAS**, a combined, disparate allocation of funds of \$56,323 from the JAG Program to the CITY and the COUNTY establishes the need for a joint JAG Program Award Application, and

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

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

**WHEREAS**, the CITY agrees to provide the COUNTY \$28,161 from the JAG award for the Law Enforcement Program; and

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

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

**Section 1.**

CITY agrees to reimburse COUNTY a total of \$28,161 based upon expenditure records.

**Section 2.**

COUNTY agrees to use \$28,161 for the Law Enforcement Program no later than September 30, 2018.

**Section 3.**

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

**Section 4.**

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

GMS APPLICATION NUMBER 2015-H2432-TN-DJ <sup>4071</sup>

page 2

**Section 5.**

The CITY shall serve as Applicant and Fiscal Agent for the 2015 JAG Program Application, shall advise the COUNTY of balance available information on a periodic basis, and shall prepare all reports. The COUNTY shall submit claims/requests for distribution of COUNTY share of funds to the CITY for payment processing and provide such summary information as may be required for periodic reports.

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**


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

For the CITY OF CLARKSVILLE, TN:

  
Kim McMillan, Mayor

6/12/15  
Date

For the COUNTY OF MONTGOMERY, TN

  
Jim Durrett, Mayor

6/19/15  
Date

On Motion to Adopt by Commissioner Harper, seconded by Commissioner Genis, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND PERMISSION  
TO SPEND GRANT FUNDS FROM THE KRESGE FOUNDATION FOR  
THE MONTGOMERY COUNTY HEALTH DEPARTMENT**

**WHEREAS**, Joey Smith was selected by the Kresge Foundation as one of the Emerging Leaders in Public Health; and

**WHEREAS**, Joey Smith is the director of the Montgomery County Health Department; and

**WHEREAS**, this honor comes with the award of a grant up to the amount of \$125,000.00 to be utilized toward an action learning project defined in the grant application; and


**WHEREAS**, the Montgomery County Health Department has been approved to receive these funds in the full amount of \$125,000.00 for this project; and

**WHEREAS**, this grant will not require any matching funds from the county.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10<sup>th</sup> day of August, 2015, that the Montgomery County Health Department accept grant funds from the Kresge Foundation in the amount of \$125,000.00 for the purpose herein stated and as detailed below:

<b>REVENUE</b>	<b>101-55110-00000-54-47590</b>	<b>\$125,000.00</b>
Supplies	101-55110-00000-54-54990	\$36,000.00
Prof. Services	101-55110-00000-54-53990	\$42,000.00
Advertising/ Health Promotion	101-55110-00000-54-53020	\$40,000.00
Travel	101-55110-00000-54-53550	\$7,000.00
<b>Total</b>		<b>\$125,000.00</b>

Duly passed and approved this 10<sup>th</sup> day of August, 2015.



Sponsor Joey Smith  
 Commissioner Joe Cook  
 Approved Richard Smith  
 County Mayor

Attested Shelia Jackson  
 County Clerk

15-8-2

On Motion to Adopt by Commissioner Tooley, seconded by Commissioner J. 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AUTHORIZING  
THE ACCEPTANCE OF GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF  
CHILDREN'S SERVICES FAMILY INTERVENTION SERVICES PROGRAM**

**WHEREAS**, the Tennessee Department of Children's Services (DCS) has awarded Montgomery County Juvenile Court a cost reimbursement base grant award to fund child and family intervention services, referred to as the Family Intervention Services Program, effective July 1, 2015 through June 30, 2016; and

**WHEREAS**, the total grant contract award from DCS amounts to \$70,929.00; per the agreement it is one hundred percent (100%) grant funded, requiring no local match dollars during the allocation period.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10<sup>th</sup> day of August, 2015, that Montgomery County accept the grant in the amount of \$70,929.00 to fund the Family Interventions Services Program; and

**BE IT FURTHER RESOLVED** that the County Mayor is authorized to execute an agreement and other necessary documents required to signify acceptance of grant funds from the Tennessee Department of Children's Services. Upon receipt of the fully executed grant agreement, the Director of Accounts and Budgets shall establish the necessary fund accounts providing for related revenues and expenditures stated in the contract, this resolution intends to have the effect of appropriation to that purpose accordingly.

**SECTION 1.** Montgomery County hereby accepts the grant award from the Tennessee Department of Children's Services for the purpose herein stated and as detailed below:

REVENUE	101-54240-00000-54-46110-G5234	\$70,929
INSTRUCTOR/CASE MGR	101-54240-00000-54-51110-G5234	\$40,134
SOCIAL SECURITY	101-54240-00000-54-52010-G5234	\$2,423
MEDICARE	101-54240-00000-54-52120-G5234	\$567

LIFE INSURANCE	101-54240-00000-54-52060-G5234	\$53
STATE RETIREMENT	101-54240-00000-54-52040-G5234	\$5,547
COMMUNICATION	101-54240-00000-54-53070-G5234	\$1,000
OTHER CONTRACTED SVCS	101-54240-00000-54-53990-G5234	\$500
TRAVEL	101-54240-00000-54-53550-G5234	\$1,517
TUITION	101-54240-00000-54-53560-G5234	\$2,756
OTHER SUPPLIES, MATERIALS	101-54240-00000-54-54990-G5234	\$9,132
WORKERS COMP	101-54240-00000-54-55130-G5234	\$500
EQUIPMENT	101-54240-00000-54-57990-G5234	\$6,800

**TOTAL      \$70,929**

**Duly passed and approved this 10<sup>th</sup> day of August, 2015.**



SPONSOR

*Larry Row*

COMMISSIONER

*Joe / Aub*

APPROVED

*Ji Duvette*  
County Mayor

Attested

*Kelli A Jackson*  
County Clerk



15-8-3

On Motion to Adopt by Commissioner Brockman, seconded by Commissioner Riggins, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

**RESOLUTION TO APPROPRIATE LOCAL MATCHING FUNDS FOR A  
FEDERAL GRANT TO PERFORM CONSTRUCTION ON RUNWAY  
17/35 AND ASSOCIATED TAXI-WAY AT THE CLARKSVILLE  
REGIONAL AIRPORT OUTLAW FIELD**

**WHEREAS**, the Clarksville Regional Airport will be awarded federal discretionary funding in the amount of \$10,000,000.00 through the Tennessee Department of Transportation – Aeronautics Division, to be utilized for the designed runway overlay project; and

**WHEREAS**, the scope of work to be performed at the Clarksville Regional Airport will include a runway deviation of standards dip repair on 17/35 to FAA standards, a 300 foot runway centerline to taxiway centerline relocation to FAA C-II standards, runway overlay to replace deteriorating surface, correct flight side runway and taxiway markings and signage with new, and relight runway 17/35 including associated taxiway and apron area with LED airfield lighting; and

**WHEREAS**, the City of Clarksville and Montgomery County local governments jointly and equally fund the Clarksville Regional Airport Authority; and

**WHEREAS**, the funding will require a 5% match in the amount of \$500,000.00 to be funded equally by the County and the City of Clarksville; and

**WHEREAS**, the County of Montgomery's equal share of the matching funds is 2.5% in the amount of \$250,000.00 and matched by the City of Clarksville's 2.5% in the amount of \$250,000.00; and

**WHEREAS**, the required match is one time funding with no continuing dispersal of County Funds related to the Project.

**NOW THEREFORE BE IT RESOLVED**, by the Montgomery County Board of Commissioners, assembled in regular business session this 10<sup>th</sup> day of August, 2015, that the appropriation budget for the Montgomery County General Capital Projects Fund be increased by \$250,000.00 to meet the funding requirements to obtain the Federal Discretionary Funds through the Tennessee Department of Transportation Department – Aeronautics Division.

Duly passed and approved this 10<sup>th</sup> day of August, 2015.



Sponsor \_\_\_\_\_

Commissioner \_\_\_\_\_

Approved \_\_\_\_\_

County Mayor

Attested \_\_\_\_\_

County Clerk

15-8-4

On Motion to Adopt by Commissioner Rocconi, seconded by Commissioner Vallejos, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

**RESOLUTION TO PURCHASE PROPERTY FOR THE  
CONSTRUCTION OF A CIVIC PLAZA**

**WHEREAS**, Montgomery County has the opportunity to purchase the property located at 215 Legion Street, Clarksville, Tennessee, known as the Bank of America building and desires to purchase adjacent property known as Regions Bank, and the Better Business Bureau building; and

**WHEREAS**, the estimated price to purchase, demolish, design, and prepare the site will be up to \$3,500,000; and

**WHEREAS**, in the event the City of Clarksville chooses to partner with Montgomery County with this project, then the City of Clarksville and Montgomery County will enter into an all inclusive Interlocal Agreement or individual agreements for the purchase, demolition, design, construction and day-to-day maintenance and operations, which may be considered phases of this project; and

**WHEREAS**, Montgomery County will add this project to the capital projects list for 2016 budget year and can efficiently handle the incurrence of debt associated with this project; and

**WHEREAS**, the aforementioned civic plaza will be for public use for all citizens of Montgomery County and surrounding area.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10<sup>th</sup> day of August, 2015, that the 2016 capital projects budget be amended to reflect the \$3,500,000 increase.

**Duly passed and approved this 10<sup>th</sup> day of August, 2015.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk

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

15-8-5

Motion to Adopt by Commissioner Vallejos, seconded by Commissioner Sokol.

On Motion to Amend by Commissioner Gannon, seconded by Commissioner Vallejos, to Amend as presented. The foregoing Amendment 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	N	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 19 Abstentions - 0 Noes - 1

ABSENT: Ed Baggett (1)

On Motion by Commissioner Gannon, seconded by Commissioner Tooley, to Defer until September's Formal meeting.

On Motion by Commissioner Harper, seconded by Commissioner Gannon, to Amend by friendly amendment for the County to pay \$5,000.00 a month, up to a total of \$40,000.00, from the General Reserve Fund for the remaining eight (8) months. The foregoing Amendment and Motion to Defer were 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	Y
2	Charles Keene	N	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	N
4	Mark Riggins	Y	11	Joe L. Creek	N	18	Monroe Gildersleeve	N
5	Robert Gibbs	Y	12	Robert Nichols	N	19	Garland Johnson	N
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	N
7	Brandon Butts	Y	14	Tommy Vallejos	N	21	Larry Rocconi	N

Ayes - 11 Abstentions - 0 Noes - 9

**RESOLUTION TO ACCEPT A DONATION FROM THE CLARKSVILLE CIVITAN CLUB TO HELP CONSTRUCT AN ADA SIDEWALK AT ROTARY PARK**

**WHEREAS**, the Montgomery County Parks & Recreation Department would like to accept a donation from the Clarksville Civitan Club to help with an ADA sidewalk at Rotary Park; and

**WHEREAS**, the Clarksville Civitan Club has agreed to donate to the Montgomery County Parks & Recreation Department the sum of \$1,540.00 toward the purchase price of the sidewalk; and

**WHEREAS**, the Montgomery County Engineer will oversee the receiving and installation of said sidewalk at Rotary Park.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular session on this 10<sup>th</sup> day of August, 2015, that this legislative body agrees to accept the monetary donation of \$1,540.00 from the Clarksville Civitan Club for the specific purpose of helping construct an ADA sidewalk at Rotary Park.

**SECTION 1.** Montgomery County hereby accepts the following donation for the purpose herein stated and as detailed below:

DONATIONS	171-91150-00000-91-48160-P0902	\$1,540.00
OTHER CONSTRUCTION	171-91150-00000-91-57910-P0902	\$1,540.00

**Duly passed and approved this 10<sup>th</sup> day of August, 2015.**



Sponsor *[Signature]*  
 Commissioner *[Signature]*  
 Approved *[Signature]*  
 County Mayor

Attested

*Kellie A. Jackson*  
 County Clerk

15-8-6

On Motion to Adopt by Commissioner Allbert, seconded by Commissioner Riggins, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)



**RESOLUTION TO CHANGE THE COMMENCEMENT HOUR OF  
THE MONTHLY COUNTY COMMISSION MEETINGS**

**WHEREAS**, according to Tennessee Code Annotated (TCA) §5-5-104, the county legislative body is required to meet at least four times annually at a time and place established by resolution of the county legislative body; and

**WHEREAS**, currently the legislative body meets the first and second Monday of each month unless such Monday falls on a holiday, and in the event that happens the meeting would be held on Tuesday of same week. The commission meetings commencement hour is currently at 7:00 p.m. but effective with the August 3, 2015 commission meeting, all commission meetings, unless otherwise posted, will begin at 6:00 p.m.

**NOW, THEREFORE BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10<sup>th</sup> day of August, 2015, that the commencement hour of all county commission meetings, unless otherwise posted, will be 6:00 p.m., effective August 3, 2015.

**Duly passed and approved this 10<sup>th</sup> day of August, 2015.**



Sponsor

*J. Dunbar*

Commissioner

*Joe / Aub*

Approved

*J. Dunbar*

County Mayor

Attested

*Kellie A. Jackson*

County Clerk

15-8-7

On Motion to Adopt by Commissioner Butts, seconded by Commissioner Nichols, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	N	17	Jason A. Hodges	Y
4	Mark Riggins	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	Y
5	Robert Gibbs	Y	12	Robert Nichols	Y	19	Garland Johnson	N
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 18   Abstentions - 0   Noes - 2

ABSENT: Ed Baggett (1)

**RESOLUTION TO ACCEPT GRANT FUNDS FOR THE ENHANCEMENT  
OF SERVICES PROVIDED BY THE UNIVERSITY OF TENNESSEE  
AGRICULTURAL EXTENSION/MONTGOMERY COUNTY  
COMMERCIAL KITCHEN**

**WHEREAS**, the University of Tennessee Agricultural Extension Service is a state-wide educational organization that brings research-based information about agriculture, family, and consumer sciences and resource development to the people of Tennessee; and

**WHEREAS**, the University of Tennessee Agricultural Extension/Montgomery County Commercial Kitchen, located at 1030-A Cumberland Heights Road, Clarksville, TN, 37040, was equipped via a combination of funds from Montgomery County Government and the United States Department of Agriculture Rural Development; and

**WHEREAS**, the purpose of this certified kitchen facility is to assist entrepreneurs and new business owners in Montgomery and surrounding counties in creating a food product for resale; and

**WHEREAS**, the County has applied for and has been awarded a USDA Rural Business Development Grant (CFDA #10.351) in the amount of \$18,820.00 to assist in the further development of this facility.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting this the 10<sup>th</sup> day of August, 2015, that:

**SECTION 1.** Montgomery County hereby accepts the USDA Rural Business Development Grant in the amount of \$18,820.00 to equip the certified kitchen facility:

<b>USDA OTHER</b>	<b>101-57100-00000-57-47114-G1610</b>	<b>\$18,820.00</b>
<b>OTHER EQUIPMENT</b>	<b>101-57100-00000-57-57900 -G1610</b>	<b>\$18,820.00</b>

**SECTION 2.** There is no required match and no requirement that this project be continued under the terms of the grant at its expiration.

**Duly passed and approved this the 10<sup>th</sup> day of August, 2015.**



Attested

*Kellie A. Jackson*  
County Clerk

Sponsor

*[Signature]*

Commissioner

*[Signature]*

Approved

*[Signature]*

County Mayor

15-8-8

On Motion to Adopt by Commissioner Riggins, seconded by Commissioner Rocconi, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

## RESOLUTION CONSOLIDATING LEGAL SERVICE AND FEES

**WHEREAS**, currently multiple departments have a line item in their budget for attorneys fees and services; and

**WHEREAS**, Timothy Harvey, County Attorney for Montgomery County, Tennessee, receives inquiries and assistance requests from multiple departments; and


**WHEREAS**, on July 2, 2015, the Loss Control Committee met and recommended that in an effort to be more efficient and financially responsible, all legal fees and services should be moved from multiple departmental legal fees line item and consolidated under the County Attorney legal fees line item, account code 51400; and

**WHEREAS**, Accounts & Budgets will move such appropriations from the County departments budgets as detailed below:

HUMAN RESOURCES	101-51310-00000-51-53310	(\$ 1,300.00)
REGISTER OF DEEDS	101-51600-00000-51-53310	(\$ 600.00)
CODES COMPLIANCE	101-51750-00000-51-53310	(\$ 2,000.00)
PURCHASING	101-52200-00000-52-53310	(\$ 50.00)
SHERIFF'S DEPARTMENT	101-54110-00000-54-53310	(\$ 12,500.00)
RABIES & ANIMAL CNTL	101-55120-00000-55-53310	(\$ 1,000.00)
AMBULANCE SERVICE	101-55130-00000-55-53310	(\$ 1,500.00)
COUNTY ATTORNEY	101-51400-00000-51-53310	(\$ 18,950.00)

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular session on this the 10<sup>th</sup> day of August, 2015, that all legal fees and services be consolidated under the County Attorney line item, account code 51400.

Duly passed and approved this the 10<sup>th</sup> day of August, 2015.


 Sponsor Joe Dunbar  
 Commissioner Joe / Aub  
 Approved Joe Dunbar  
 County Mayor  
 Attested Kelli A. Jackson  
 County Clerk

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

15-8-9

Motion to Adopt by Commissioner J. Hodges, seconded by Commissioner Gannon.

On Motion to Amend by Commissioner Redd, seconded by Commissioner Vallejos, to Amend by removing the \$12,500.00 that is requested from the Sheriff's Office, and leaving that money in the Sheriff's budget so they can continue to have legal resources.

On Motion by Commissioner Johnson, seconded by Commissioner Vallejos, to Amend by friendly amendment for the Sheriff's Office to be exempt from the resolution, with the caveat that the County Attorney be notified of the decisions made by the Sheriff's council, and should the County become imperiled, then the Sheriff's council would yield to the County Attorney.

At approximately 7:40 p.m., Commissioner Harper called for the question, seconded by Commissioner Vallejos. The Motion to cease discussion 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20 Abstentions - 0 Noes - 0

ABSENT: Ed Baggett (1)

The foregoing Amendments were Adopted 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	Y
2	Charles Keene	N	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	Y	11	Joe L. Creek	Y	18	Monroe Gildersleeve	N

5	Robert Gibbs	Y	12	Robert Nichols	N	19	Garland Johnson	Y
6	Arnold Hodges	Y	13	Audrey Tooley	Y	20	Jerry Allbert	A
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	N

Ayes - 13 Abstentions - 1 Noes - 6

ABSENT: Ed Baggett (1)

The foregoing Amended Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John M. Gannon	N	8	Ron J. Sokol	Y	15	David Harper	Y
2	Charles Keene	N	9	John M. Genis	N	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	A
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	N

Ayes - 15 Abstentions - 1 Noes - 4

ABSENT: Ed Baggett (1)

**RESOLUTION TO ALLOW MONTGOMERY COUNTY TO ENTER INTO MUTUALLY  
BENEFICIAL PURCHASING INTERLOCAL AGREEMENTS  
WITH FORT CAMPBELL AGENCIES**

**WHEREAS**, there are cost savings to be had for both parties with larger volume and additional vendors available when combining the purchasing power between Department of Defense (DOD) agencies located on Fort Campbell military installation and Montgomery County Government; and

**WHEREAS**, Montgomery County Government wishes to enter into mutually beneficial purchasing inter-local agreements with Fort Campbell agencies; and

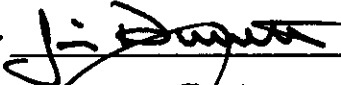
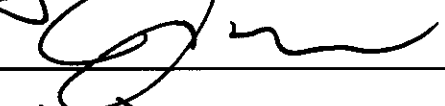

**WHEREAS**, the initial agreement will be between the Fort Campbell Department of Public Works and Montgomery County Government to allow Ft Campbell Department of Public Works the ability to purchase road salt from same contract as Montgomery County Government; and

**WHEREAS**, this resolution will allow additional agreements on a go forward basis that will benefit both parties.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10<sup>th</sup> day of August, 2015, that the County Mayor is authorized to enter into mutually beneficial purchasing inter-local agreements with Fort Campbell agencies.

**Duly passed and approved this 10th day of August, 2015.**



Sponsor   
Commissioner   
Approved   
County Mayor

Attested   
County Clerk



15-8-10

On Motion to Adopt by Commissioner J. Hodges, seconded by Commissioner Harper, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

## RESOLUTION RELATIVE TO MOTOR VEHICLE RACING

**WHEREAS**, effective July 1, 2015, Tennessee race tracks and drag strips will no longer register with the Tennessee Department of Commerce and Insurance's (TDCI) Division of Regulatory Boards; and

**WHEREAS**, the Tennessee Legislature approved Public Chapter No. 354 (SB0480/HB0763) removing TDCI's regulation of race tracks; instead, race track owners must provide proof of insurance to the county clerk of the county where a motor vehicle race is conducted; and

**WHEREAS**, Tennessee Code Annotated (TCA), Title 55, Chapter 22 has been amended as follows:

### **55-22-101.**

(a) No person, firm, or corporation shall operate or conduct any motor vehicle races on any permanent race track or other place for the holding of a motor vehicle race upon which motor vehicles of any description are raced, unless the applicant has insurance for the general public with minimum limits of one hundred thousand dollars (\$100,000) per person and three hundred thousand dollars (\$300,000) per accident or three hundred thousand dollars (\$300,000) combined single limit, for loss because of bodily injury, including death at any time resulting from such bodily harm caused to any person or persons by the operation of the track or other place; provided, that this insurance shall not be applicable to:

- (1) Drivers;
- (2) Pit area personnel;
- (3) All persons involved in the conduct of any motor vehicle race; or
- (4) Any persons involved with the race who have signed a written release of liability.

(b) Satisfaction by the insured of a final judgment for injury shall not be a condition precedent to the duty of the insurer to make payment on account of the injury.

(c) The county clerk of the county where a motor vehicle race is conducted shall:

- (1) Verify the person, firm, or corporation operating or conducting a motor vehicle race has insurance as prescribed in subsection (a); and
- (2) Issue documentation to the person, firm, or corporation confirming that the requirements of subdivision (c)(1) have been met.

### **55-22-102.** A county legislative body shall have the authority to:

- (1) Provide for the times, dates, and conditions under which motor vehicle races shall be conducted; and
- (2) Establish any other rule relative to the regulation and licensure of automobile race tracks that the county legislative body deems prudent and advisable.

**55-22-103.** The practice of participants in motor racing events of releasing the promoters thereof from liability and of assuming liability for any injuries sustained is expressly approved.

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

**55-22-104.** A violation of § 55-22-101 is a Class A misdemeanor.

**55-22-105.**

(a) (1) In any county that is a tourist resort county, motor vehicle racing may be permitted on not more than three (3) days a week. If racing is conducted for three (3) days a week, one (1) of the days shall be Sunday.

(2) for the purpose of this section, "tourist resort county" means any county having two (2) or more municipalities in which at least forty percent (40%) of the assessed valuation of the real property in those municipalities consists of hotels, motels, restaurants, and similar businesses serving traveling persons as shown by the tax assessment records of the county.

(b) (1) No racing shall be conducted after eleven o'clock p.m. (11:00 p.m.). At the conclusion of a racing event, the track management shall encourage all participants and patrons to vacate the premises by not later than eleven-thirty p.m. (11:30 p.m.).

(2) No racing shall be conducted on a Sunday except between twelve o'clock (12:00) noon and six o'clock (6:00 p.m.). At the conclusion of a Sunday racing event, the track management shall encourage all participants and patrons to vacate the premises by not later than six-thirty p.m. (6:30 p.m.).

**WHEREAS**, the county legislative body has the authorization to regulate and license race tracks and establish insurance requirements. The rules and regulations for the county will coincide with the rules and regulations adopted by the City of Clarksville, and are subject to further resolutions regulating the same as allowed by law.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10<sup>th</sup> day of August, 2015, that this legislative body adopt TCA Title 55, Chapter 22 as amended.

**BE IT FURTHER RESOLVED** that this legislative body adopt the city's rules and regulations that are subject to further resolutions regulating the same as allowed by law.

Duly passed and approved this 10<sup>th</sup> day of August, 2015.



Sponsor

*J. Dunbar*

Commissioner

*Joe / Cook*

Approved

*J. Dunbar*

County Mayor

Attested

*Kellie A. Jackson*  
County Clerk

requiring police notification and response per month, such incidences can be cited as separate and distinct infractions of the noise ordinance code, and can be subject to a fine of up to \$25 per occurrence as permitted by T.C.A. § 62-32-321(e).

(17) Race tracks.

(a) Except as otherwise provided below, all race tracks properly licensed and operating in the City of Clarksville that conducts recreational or competitive motor vehicle racing shall not conduct said racing between the hours of twelve (12) midnight and the following eight (8) a.m., or such other time as may be established within the City of Clarksville zoning code. At the conclusion of a racing event, the track owner(s) or management shall encourage all participants and patrons to vacate the premises by not later than one (1:00) a.m. of the day following the conclusion of any racing event at twelve (12) midnight.

(b) All race tracks properly licensed and operating in the City of Clarksville on or before the effective date of this ordinance that conducts recreational or competitive motor vehicle racing shall not conduct said racing between the hours of one-thirty (1:30) a.m. and the following eight (8) a.m. At the conclusion of a racing event, the track owner(s) or management shall encourage all participants and patrons to vacate the premises by not later than two (2:00) a.m.

**Sec. 10-309 - Reserved.**

**Sec. 10-310 – Sound Amplification Devices on Public Property**

(a) The use of loudspeakers or other sound amplification devices by private individuals, groups, businesses, organizations, associations, or non-governmental entities are prohibited on city owned property, except as provided for herein.

(1) Private persons, groups, businesses, organizations, associations, or non-governmental entities renting public parks or facilities may use loudspeakers or sound amplification devices on such city owned property upon receipt of a valid permit for such use issued by the city department of parks and recreation. An applicant desiring to use a loudspeaker or other sound amplification device on city owned property shall make application for a permit for such use at least ten (10) calendar days prior to the day of use, excluding the day of application, with the department of parks and recreation, using a form adopted for such purpose by the department, along with an application processing fee in an amount to be set by the department, but in no event greater than twenty-five dollars (\$25.00). The department of parks and recreation shall approve any timely submitted application, accompanied by the required processing fee, unless the proposed use of the loudspeaker or other sound amplification device will be likely to interfere with the use and

## **Proposed Amendment**

### **15-8-11 – Resolution Relative to Motor Vehicle Racing**

The following amendment to be inserted on the second page before the paragraph beginning with the word WHEREAS:

Whereas, said licensing process will require a \$100.00 fee to be paid to the County Clerk at the time of the application. The license will be valid for a one year period from the date of issuance.

15-8-11

On Motion to Adopt, with a friendly amendment made by Mayor Durrett, with no objection from the Legislative Body, a fee of \$100.00 is to be paid to the County Clerk at the time of application. The foregoing Amended 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

**RESOLUTION TO ACCEPT A GRANT FROM THE STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION FOR A CUMBERLAND  
RIVER WATERWAY INTERMODAL FACILITY**

**WHEREAS**, the Tennessee Department of Transportation (TDOT) wishes to enter into a grant contract by and between the State of Tennessee Department of Transportation, Montgomery County, RJ Corman Railroad Group, LLC and RJ Corman Intermodal Services, LLC in the amount of \$1,000,000.00 for the provision of a Cumberland River Waterway Intermodal Facility; and

**WHEREAS**, this is intended to be the first stage of a three phase grant with the total funding for this overall project projected to be \$7.2 million, of which \$6 million in funding projected to be from TDOT with the remaining funding from RJ Corman; and

**WHEREAS**, Montgomery County will bear no financial responsibility during construction nor any ongoing costs to operate the facility; and

**WHEREAS**, RJ Corman will be the prime contractor for the project and will be responsible for overseeing all environmental and design phases.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Montgomery County, Tennessee, meeting this the 10<sup>th</sup> day of August, 2015, that Montgomery County accept \$1,000,000.00 from TDOT for the purposes herein stated.

**Duly passed and approved this 10<sup>th</sup> day of August, 2015.**



Sponsor

*[Signature]*

Commissioner

*[Signature]*

Approved

*[Signature]*

County Mayor

Attest

*[Signature]*  
County Clerk

**AGREEMENT FOR THE CONSTRUCTION, LEASING AND OPERATION OF  
CUMBERLAND RIVER WATERWAY INTERMODAL FACILITY AND INDEMNITY  
OF MONTGOMERY COUNTY AND MONTGOMERY COUNTY PORT AUTHORITY  
BY R. J. CORMAN INTERMODAL SERVICES, LLC**

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Montgomery County, Tennessee ("MC"), The Montgomery County Port Authority ("MCPA") and R. J. Corman Intermodal Services, LLC ("RJCIS") (together referred to as the "Parties").

**RECITALS:**

1. For the reasons and to accomplish the purposes set out below, MC desires to enter into a Grant Contract, Agreement Number 140249, with the Tennessee Department of Transportation ("TDOT") (the "Grant Agreement") pursuant to which TDOT will provide partial funding to be used to expand, enlarge and modify the existing single purpose barge facility owned by Nyrstar Clarksville Inc. ("Nyrstar") and located at mile marker 122 on the Cumberland River into an intermodal facility capable of receiving, off-loading, transloading, storing, and loading of solid, liquid and gaseous cargoes by barge, rail and highway vehicles (the construction of which is referred to herein as "the Project" and which, upon completion, is referred to herein as "the Facility").

2. MCPA was created by Private Act of the Tennessee Legislature and Resolutions of MC. A part of the mission of MCPA, as stated in the Private Act creating it, is "to facilitate the movement and transfer of . . . goods and merchandise to, from and through [Montgomery] County".

3. To assist MCPA in the fulfillment of that mission, MC desires to participate as the public agency to accept, receive and disburse the public cost sharing funding from TDOT for the Project upon the request and direction of the MCPA; MCPA, MC and RJCIS desire that RJCIS act as the private enterprise to provide and invest the private sector matching funding for the Project; MCPA desires that RJCIS, through a related construction entity, construct the Facility, within the scope of the Project as set out in the aforesaid application; and desires, in accordance with Section 4(d) of the aforesaid Private Act, that MC enter into a lease with Nyrstar acquiring leasehold rights in property required to build and operate the Facility, and to simultaneously assign all of its rights and obligations in and under that lease to RJCIS, who will simultaneously assume the same, all on the terms and conditions set out herein; and finally desires to have MC and RJCIS enter into to a Grant Agreement with the Tennessee Department of Transportation ("TDOT") for Congestion Mitigation and Air Quality Act ("CMAQ") funding to be used for such purpose.

4. The aforesaid Grant Agreement, Agreement Number 140249, has been drafted for execution by all parties hereto with the exception of MCPA whose participation as a party is not required by TDOT. That Grant Agreement is attached hereto as Exhibit A and hereinafter referred to as the "Grant Agreement". The aforesaid lease is attached hereto as Exhibit B and hereinafter referred to as the "Nyrstar Lease". The Grant Agreement provides for grants of 80%



of the cost of the project (approximately \$7.5 Million) which grants require a 20% matching amount and which matching amounts will be borne solely by RJCIS.

5. RJCIS is willing to act as the private enterprise to invest the public cost sharing funding and the private sector matching funding for the Project; is willing to execute all acts required of the County pursuant to the Grant Agreement; is willing to construct the Facility within the scope of the Project; and is willing to operate the Facility, following completion of the same, all on the terms and conditions set out herein and in the Grant Agreement, and will accept the assignment of the Nyrstar lease to construct and operate the Facility, and will, at all times indemnify and hold harmless MC and MCPA and reimburse to MC and MCPA all direct costs and expenses, above and beyond the properly expended 80% grant funds described above, during and following completion of the Facility, all on the terms and conditions as set out herein.

6. The purpose of this Agreement is to further set out the Parties' respective undertakings and obligations concerning the Project.

#### **UNDERTAKINGS AND OBLIGATIONS:**

1. This Agreement shall be effective for the period beginning as of the day and year first above mentioned and shall remain in force and effect until ongoing compliance obligations under the CMAQ program rules expire.

2. RJCIS agrees that neither MC nor MCPA shall have any obligations to RJCIS whatsoever, beyond the proper application of the aforesaid 80% public grant funds to invoices submitted for the construction of the Facility. Subject only to the obligation of MC to make proper application of the aforesaid 80% public grant funds, all activities required of MC under the TDOT Grant Agreement will be performed by RJCIS, at its sole expense, and MC will accept such performance and timely report as the public agency to TDOT as required under the TDOT Grant Agreement

3. The Project shall be performed in accordance with all latest applicable TDOT procedures, guidelines, manuals, standards, and directives as described in the most current version of TDOT's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tdot.state.tn.us/local/>). Pursuant to the Grant Agreement, a full time employee of MC shall supervise the Project Phases. Said full time employee of MC shall be qualified to and shall ensure that the Project shall be performed in accordance with the terms of the Grant Agreement and all latest applicable TDOT procedures, guidelines, manuals, standards, and directives as described in TDOT's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tdot.state.tn.us/local/>) and the Grant Agreement. RJCIS shall not be required to reimburse or indemnify MC for any County employee salaries or costs. As such, RJCIS desires and will complete the Grant Agreement required NEPA, Design, and ROW phases of the project under their watch care and at their cost. RJCIS assumes ultimate responsibility for these TDOT requirements listed above, and at the completion of these phases a Construction Engineering Inspection ("CEI") firm will be contracted under the supervision of the County Engineer for the Construction Phase of the project as contemplated herein generally and paragraph 9 for further

requirements of the CEI firm. RJCIS further agrees to transmit all studies, reports, plans, etc. that have been developed within these phases of the project to MC through the Montgomery County Engineer for the required review and oversight of these phases. RJCIS assumes all responsibility for any omitted steps or missing information as related to the above mentioned requirements of these phases. RJCIS agrees to defend, indemnify and hold MC harmless from any and all claims, demands, damages, fines, penalties or other charges arising from such.

4. RJCIS will act as the private enterprise to invest the private sector matching funding for the Project, and as such, will invest such funds in the Project as are required by the terms and conditions of the governing TDOT funding agreement. No funds beyond the aforesaid 80% grant public funds will be invested or required of MC or MCPA. The procedural mechanism by which MC and RJCIS shall pay their respective shares of the costs of the Project as it progresses shall be that: (1) RJCIS shall submit monthly invoices as a standard practice, and under no circumstance shall an invoice be submitted more than two (2) months from the original submittal date of the prior invoice for work completed to MC; (2) upon notification to RJCIS that such an invoice has been approved, RJCIS shall remit 20% of the face amount of that invoice to MC; and (3) upon receipt of said 20% amount, MC shall remit payment of the entire 100% of the face amount of said invoice to RJCIS. If any invoices are denied in whole or in part, MC and RJCIS shall attempt to consult and re-invoice under the funding grant for reimbursement, but after the passing of 90 days from the initial rejection in whole or in part of any invoice, RJCIS shall repay that amount denied to MC and MC shall only become liable for the return of that amount upon receipt of the funding grant in the Grant Agreement. Any costs needed to complete the Project, beyond the aforesaid 80% grant public funds, shall be the responsibility of RJCIS and not the responsibility of the MC or MCPA. Any potential costs that may be incurred on the project above the 80% grant public funds and 20% matching funds shall be documented and included in similar monthly invoices to those invoices that were provided for reimbursement purposes. RJCIS and MC mutually understands that all CEI services and grant requirements are for the full extents of the project, and do not stop if the grant funds are exhausted prior to the full completion of the project. If such a situation occurs, MC will attempt to notify RJCIS prior to the payment of the full grant amount such that adequate funds may be reserved for the CEI Firm if their time or efforts go beyond the originally contracted amount, and such efforts can be proven and documented. If all funds have been exhausted and paid out to RJCIS prior to the CEI Firm informing MC that additional fees will be required to finish the project, then RJCIS shall reimburse such agreed upon fees back to MC such that MC can fulfill its obligations to the CEI Firm as further stated in paragraph 9.

5. RJCIS understands and agrees that MC shall not be responsible for, or obligated to pay or contribute toward any cost of the Project, any amount beyond the aforesaid 80% public grant funds. RJCIS further agrees to indemnify MC against all claims and losses incurred by reason of RJCIS's failure to provide its 20% private funding match in the current fiscal year and all future fiscal year funding phases as specified in the Grant Agreement. RJCIS will execute jointly with MC all documents necessary to obtain and govern the acceptance and use of said funds to construct improvements to and expansions of the aforesaid single purpose barge facility to complete the Project in accordance and compliance with the terms and conditions of the governing TDOT Grant Agreement and will provide such certificates and evidence of compliance as may be required by said terms and conditions, and as required therein, in a timely

manner to MC or MCPA or TDOT. The terms, duties and obligations of the TDOT Grant Agreement and Nyrstar Lease are incorporated by reference herein.

6 MC and RJCIS agree that MC will enter into the Nyrstar Lease upon terms and conditions acceptable to RJCIS as assignee, and to simultaneously assign all rights and obligations under the same to RJCIS. RJCIS shall, for the period for reimbursement of grant funds in the event of a default set forth in the Grant Agreement, report to MC or to MCPA, as MC's designee, not less frequently than quarterly, the daily total of all revenue producing barge traffic through the Facility. The report for the fourth quarter of each year shall be cumulative and shall be certified by RJCIS's Chief Financial Officer. If other or earlier reporting is required by any demand from any other agency, then RJCIS shall meet said demand.

7. As consideration for MC assigning to RJCIS the Nyrstar Lease, RJCIS shall make payments to MCPA, as agency of MC as follows:

A. RJCIS shall pay all of MC and MCPA's actual and reasonable costs and expenses required by applicable Tennessee law and which would not have been necessary or incurred but for the existence of the Facility and MC and MCPA's participation in the funding Agreement with TDOT or this Agreement, for the time period between the execution of this Agreement, and the third anniversary of the completion of the Facility.

B. Commencing with the third anniversary of the completion of the Facility and continuing for a period not to exceed the period set forth in the Grant Agreement for reimbursement of grant funds in the event of a default, RJCIS shall deposit into a Facility Administration Account, to be administered by MC or MCPA funds sufficient to reimburse MC and MCPA all actual and reasonable cost and expenses incurred as a direct result of the Project, and made necessary by reason of the participation of said agencies therein. Such obligation shall include, but be not limited to cost to MC, MCPA of any audit of its financial activities for said year that is required by applicable Tennessee law and is attributable, in whole or in part, to the construction or existence of the Facility and MCPA's participation in this Agreement, RJCIS shall, within thirty (30) days after delivery of a true copy of the invoice for such audit, deposit into said Account an amount equal to the invoice which is directly attributable to the construction and existence of the Facility and MC and MCPA's participation in this Agreement.

C. Subject only to any contrary requirements of Section 20 of the Private Act creating MCPA, all sums paid as consideration for the assignment of the Nyrstar Lease shall be used to defray the costs of MC and MCPA's statutory and/or regulatory operational requirements. In no event shall any of said sums be used for any purpose which might be reasonably expected to lessen the total barge traffic handled by the Facility or to lessen the percentage of the total barge traffic in Montgomery County, Tennessee handled by the Facility.

8. RJCIS shall provide MC a full accounting for all expenditures of funds incurred in connection with the construction of the Facility, including periodic accountings supporting

each request for reimbursement from CMAQ or TDOT funds made available to MC for such construction.

9. The Parties agree that MC shall contract with a CEI firm to oversee the Project Construction Phase in coordination with RJCIS, at no cost or expense to MC beyond public funds supplied pursuant to the Grant Agreement. Any cost or expense of the CEI not paid by the Grant Agreement funds are borne by RJCIS. Said CEI shall be qualified to and shall ensure that the Project shall be performed in accordance with the terms of the Grant Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. The CEI shall further ensure that the Project shall conform to or exceed all applicable specifications and requirements of agencies having regulatory jurisdiction over the aforesaid Intermodal Facility. MC agrees to consult with RJCIS with respect to the qualifications of the CEI. The Project Manager is to be identified, employed and paid by RJCIS and is tasked with the duties to complete construction on behalf of RJCIS as required herein.

10. For such period as may be required by the Grant Agreement, RJCIS will permit reasonable access to the Project area and the Facility, on notice and request for the same, to MC and its agents, as necessary to review the Project. All such access shall be subject to and in conformity with federal regulations and requirements, and all applicable requirements of the Occupational Health and Safety Administration. RJCIS agrees to defend, indemnify and hold MC harmless from any and all claims of any type, demands, damages, fines, penalties or other charges arising from such access.

11. For such period as may be required by the Grant Agreement, RJCIS will permit required access to the Project area and the Facility on any such day that construction activity is ongoing or for reasonable access to the same areas on days that construction activities are not active, on notice and request for the same, to the CEI selected and retained by MC as necessary for said CEI Manager to inspect the Intermodal Facility for the purpose of determining that the Intermodal Facility and all components of the Project are being maintained in conformity with all then applicable federal and state requirements. All such access shall be subject to and in conformity with the requirements of federal and state regulations and to all applicable requirements of the Occupational Health and Safety Administration. RJCIS agrees to defend, indemnify and hold MC harmless from any and all claims of any type, demands, damages, fines, penalties or other charges arising from such access. The CEI shall have all access required by the Grant Agreement with TDOT herein to appear, inspect and fulfill the duties of the Grant Agreement and the expense of the CEI shall be borne by RJCIS.

12. Conditioned on RJCIS obtaining all necessary governmental approvals to do the work, RJCIS and/or one or more of its affiliate entities will, directly or through subcontractors, do all work necessary to complete the Project. RJCIS agrees to perform such work in accordance with the terms and conditions of the Grant Agreement. Any inconsistencies between this Agreement and the Grant Agreement shall be determined and construed in accordance with the Grant Agreement which shall govern and control. This Agreement represents the additional legal obligations of the parties to be performed in conjunction with those in the Grant Agreement and the Lease Agreement.

13. RJCIS will, at its cost and expense, provide maintenance for the aforesaid Intermodal Facility, in compliance with the requirements of applicable federal and state regulations, and the Grant Agreement.

14. Upon completion of the Project, RJCIS will, by separate written instrument, grant MC such rights as are reasonably necessary to insure that the Facility remains available for public use for such period as may be required by the Grant Agreement. To ensure that the public interest and investment required by CMAQ funding conditions is protected, if RJCIS, or its related operating entity, discontinues or abandons the use of the Facility, or sells any item purchased under this Agreement (including, but not limited to, any property, tracks, structures, or material), then RJCIS shall notify the MC and MCPA at least thirty (30) days after taking this action and repay to the MC all proportionate share of the CMAQ funds (the "CMAQ Reimbursement") provided in this Agreement within one hundred and eighty (180) days of taking this action. In the event of a subsequent Lease of the Facility by a third party, RJCIS agrees to indemnify MC for any non-payment of the CMAQ Reimbursement such subsequent Lessee. Nothing in this Section 14 shall be deemed to preclude RJCIS from replacing any improvement on the Facility or other items purchased pursuant to this Agreement as may be reasonably prudent due to wear and tear, obsolescence, structural damage, the need to expand capacity, or similar causes, and RJCIS shall not be required to make any reimbursement under this Section 14 for trade in values, scrap sales, core exchanges, and similar funding devices used to reduce the net effective costs of such change outs, provided that the net functional capacity of the Facility is not thereby compromised. RJCIS agrees to defend, indemnify and hold MC harmless from any and all claims, demands, damages, fines, penalties or other charges arising from all such events and operations of the Facility demanded by any third party.

15. RJCIS agrees to indemnify and hold harmless, and shall fully and promptly pay, perform, discharge, and defend MC, MCPA and its affiliates, and their directors, officers, agents and employees from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs or expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of, or as a result of the Project, save and except any and all claims and charges in any manner arising from MC's failure to properly accept and apply all or any portion of the 80% public grant funds described in this Agreement. RJCIS shall otherwise bear the full cost of obligations and requirements under the Grant Agreement, and the Nyrstar Lease. To ensure that the public interest and public investment protections required by CMAQ funding conditions are met; in the event of the assertion of any claim or demand for the repayment of funds, or for future maintenance lease or operation costs are made by any third party, upon Nyrstar, MC, MCPA, and/or TDOT; RJCIS, or its related operating entity, upon the assertion of such claim or demand, with or without fault on the part of RJCIS, shall notify MC and MCPA, and shall immediately repay to any of such of said parties a sum equal to that portion of the CMAQ funds (the "CMAQ Reimbursement"), which said party may be legally required to reimburse. No assignment by RJCIS of any rights or obligations under this Agreement or any related agreement shall relieve RJCIS of this obligation.

16. This Agreement shall be governed by the laws of the State of Tennessee. To the extent that federal statutes, regulations, orders or other lawful requirements address the same or substantially identical subject matter as this Agreement, compliance by RJCIS with such statutes, regulations, orders or requirements shall constitute compliance with this Agreement.

17. It is recognized by RJCIS, MC and MCPA that portions of the Facility may be subject to the jurisdiction of the Corps of Engineers, and it is agreed that compliance with the orders and regulations of the Corp of Engineers, or other regulatory agencies, shall, in no event, constitute non-compliance with this Agreement.

18. The terms and conditions of this Agreement shall remain in force and effect until ongoing compliance obligations under the CMAQ program rules expire.

19. No agency or partnership relationship between the Parties is created, or to be implied or construed from this Agreement, and RJCIS does not have the authority to act as agent for MC or MCPA as to any of its activities in carrying out its scope of work under the Grant Agreement as to third party suppliers or vendors.

20. The obligations and undertaking of RJCIS pursuant to his Agreement are specifically contingent and conditioned upon MCPA entering into the Nyrstar Lease obtaining all property rights necessary for the construction of the Facility, and the area immediately surrounding the same and necessary for the construction and expansion thereof into the Facility, as contemplated by this Agreement, on terms and conditions reasonably acceptable to RJCIS.

21. This Agreement shall be executed in duplicate, and each executed copy shall have the effect of an original for all purposes.

IN WITNESS OF WHICH the Parties have caused this Agreement to be executed, each by its duly authorized officer, effective as of the day and year first above mentioned.

MONTGOMERY COUNTY, TENNESSEE

R. J. CORMAN INTERMODAL  
SERVICES, LLC

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

MONTGOMERY COUNTY PORT AUTHORITY

Approved for County

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

\_\_\_\_\_  
Special Counsel for Project

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Montgomery County Attorney

**EXHIBIT A**  
**GRANT CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF TRANSPORTATION**  
**AND**  
**MONTGOMERY COUNTY**  
**AND**  
**R.J. CORMAN RAILROAD GROUP, LLC**  
**AND**  
**R.J. CORMAN INTERMODAL SERVICES, LLC**

This Grant Contract by and between the State of Tennessee Department of Transportation (hereinafter referred to as the "Department") and Montgomery County (hereinafter referred to as the "Agency") and R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC (hereinafter the Agency, R.J. Corman Railroad Group, LLC, and R.J. Corman Intermodal Services, LLC referred to together as the "Parties") is for the provision of a Cumberland River Waterway Intermodal Facility, as further defined in the "SCOPE OF PROJECT."

Agreement Number: 140249  
Project Identification Number (PIN): 121611.00  
State Project Number: 63LPLM-F3-064  
Federal Project Number: CM-6300(21)  
Termini: Montgomery County Port

**A. SCOPE OF PROJECT:**

- A.1. The Agency shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Agency shall perform the Project described in the Agency's Application (Attachment 3). The Agency's Application (Attachment 3) is incorporated to elaborate supplementary Scope of Project specifications. The Agency shall build a multipurpose intermodal facility on the Cumberland River in Montgomery County, Tennessee. The aforesaid intermodal facility shall interconnect rail, truck, and barge traffic, with the goal of reducing truck traffic and congestion by diverting freight to barge and rail.
- A.3. R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC are signatories to this Grant Contract in order to agree with its conditions. R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC agree that the Department shall have no obligation to R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC whatsoever.
- A.4. The Parties shall submit quarterly progress reports during construction of the port and purchase and installation of loading and unloading equipment. The reports shall be filed by the Parties for the previous quarter in conjunction with the last invoice for that period. After port operation begins, the Parties shall submit annual reports by the end of January for the previous calendar year. These reports shall provide the freight volumes by transportation mode (barge, rail and truck) that are handled by the port. The annual reports shall also include estimates of the number and length of the truck trips avoided by diverting freight to barge or rail. This information shall be necessary to generate estimates of the emission reductions associated with the project. The Parties may designate one or more of the three entities to submit these aforesaid reports.
- A.5. The Project shall be accomplished in the following manner, all of which subparagraphs a. through e. below shall be referred to as "Project Phases":
  - a. NEPA/Environmental Clearance: The Parties shall be responsible; funding shall be provided by the Parties (the "NEPA Phase");

- b. Design/Preliminary Engineering: The Parties shall be responsible; funding shall be provided by the Parties (the "Design Phase");
- c. Right-of-Way: The Parties shall be responsible; funding shall be provided by the Parties (the "ROW Phase");
- d. Construction: The Parties shall be responsible; funding shall be provided by the Department and Parties (the "Construction Phase").
- e. After receiving authorization for a Project Phase, the Agency shall commence and complete the Project Phases as assigned above of the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws, provided however, that the Department agrees and acknowledges that the Construction Phase of the Project will not start until final approval of all Future Funding Phases (as defined in Section C.1 below), and such delay until final authorization of all Future Funding Phases will not be considered a default or violation of the first sentence above or any requirement below. The Project shall be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tn.gov/tdot/article/tdot-local-programs-development-office> as updated periodically). A full time employee of the Agency shall supervise the Project Phases. Said full time employee of the Agency shall be qualified to and shall ensure that the Project shall be performed in accordance with the terms of this Grant Contract and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tn.gov/tdot/article/tdot-local-programs-development-office> as updated periodically) and this Grant Contract.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Agency's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document;
- b. the Grant Budget (Attachment 1);
- c. the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tn.gov/tdot/article/tdot-local-programs-development-office> as updated periodically);
- d. FHWA-1273 (Attachment 2);
- e. the most current Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality Improvement (CMAQ) Program Guidance (located at [http://www.fhwa.dot.gov/environment/air\\_quality/cmaq/policy\\_and\\_guidance/](http://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/) as updated periodically);



- f. the Agency's Grant Application maintained by the Department incorporated by reference to elaborate supplementary Scope of Project specifications.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning the date the Department has signed it (as indicated by the date stated next to the Department's signature) and ending on September 1, 2019. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the Department under this Grant Contract exceed One Million Dollars (\$1,000,000). The Grant Budget, attached and incorporated hereto as Attachment 1, Grant Contract amount shall constitute the maximum amount due the Agency for all service and Agency obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Agency.

The Parties understand and agree that the Parties shall provide a twenty percent (20%) match. The Parties understand and agree that any costs needed to complete the Project not reflected in this Grant Contract shall be the responsibility of the Parties and not the responsibility of the Department.

The Department intends, but does not guarantee, to provide additional funding support for the Project in the amount of Two Million Dollars (\$2,000,000) with a required minimum twenty percent (20%) Parties participation/match in Fiscal Year 2015-2016 (the "2015 Funding Phase") and Three Million Dollars (\$3,000,000) with a required minimum twenty percent (20%) Parties participation/match in Fiscal Year 2016-2017 (the "2016 Funding Phase") (both of which are referred to herein as the "Future Funding Phases"). These possible subsequent grant funds would only be awarded, if applicable, by a written amendment to this Grant Contract signed by all Parties hereto as provided in Section D.2 below.

The Department acknowledges and agrees, that the Parties represent that the Project cannot be completed, nor can the intermodal facility become operational, without the Future Funding Phases as set forth above. Notwithstanding any other provision to the contrary as set forth in this Grant Contract, the Department hereby agrees and acknowledges that the Construction Phase will not start until the remaining Five Million Dollars (\$5,000,000) in Future Funding is awarded as provided in Section D.2 below.

- C.2. Compensation Firm. The maximum liability of the Department is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Agency shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Agency shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. The Agency shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Agency shall invoice the Department no more often than monthly, with all necessary supporting documentation, and present such to:

lpd.invoices@tn.gov

- a. The Agency shall submit invoices, in a form outlined in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tn.gov/tdot/article/tdot-local-programs-development-office> as updated periodically) with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this Grant Contract to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

- b. The Agency understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.

C.7. Indirect Cost. Should the Agency request reimbursement for indirect cost, the Agency must submit to the Department a copy of the indirect cost rate approved by the cognizant federal agency and the Department. The Agency will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the Department. If the indirect cost rate is provisional during the period of this Grant Contract, once the rate becomes final, the Agency agrees to remit any overpayment of funds to the Department, and subject to the availability of funds the Department agrees to remit any underpayment to the Agency.

- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.9. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Final Invoices. The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.
- C.11. Unallowable Costs. Any amounts payable to the Agency shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Agency under this Grant Contract or under any other agreement between the Agency and the Department or State of Tennessee under which the Agency has a right to receive payment from the Department or State of Tennessee.
- C.13. Prerequisite Documentation. The Agency shall not invoice the Department under this Grant Contract until the Department has received the following documentation properly completed.
- a. The Agency shall complete, sign, and return to the Department an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the Department. The Department will pay via ACH Credits.
  - b. The Agency shall complete, sign, and return to the Department a "Substitute W-9 Form" provided by the Department. The Agency taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Agency's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The Department is not bound by this Grant Contract until it is signed by the Parties and the Department.
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all Parties and Department.
- D.3. Termination for Convenience. The Department may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Parties at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered nor performed in accordance with the requirements of this Grant Contract. The final decision as to the amount, for which the Department is liable, shall be determined by the Department. Should the Department exercise this provision, the Parties shall not have any right to any actual general,

special, incidental, consequential, or any other damages whatsoever of any description or amount, except as set forth above. In no event shall the Department's exercise of its right to terminate this Grant Contract for convenience relieve the Parties of any liability to the Department for any damages or claims arising under this Grant Contract. All provisions that logically ought to survive termination of this Grant Contract shall survive, including but not limited to, "Governing Law," "Right to Set Off," "Records," "Monitoring," "Audit Report," "State Liability," "State and Federal Compliance," "Cumulative Rights" (as identified by the section headings).

- D.4. Termination for Cause. If the Parties fail to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Parties violates any terms of this Grant Contract, the Department shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Parties shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Grant Contract by the Parties and the Department may seek other remedies allowed at law or in equity for breach of this Grant Contract. All provisions that logically ought to survive termination of this Grant Contract shall survive, including but not limited to, "Governing Law," "Right to Set Off," "Records," "Monitoring," "Audit Report," "State Liability," "State and Federal Compliance," "Cumulative Rights" (as identified by the section headings).
- D.5. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Grant Contract upon written notice to the Parties. Said termination shall not be deemed a breach of contract by the Department. Upon receipt of the written notice, the Parties shall cease all work associated with the Grant Contract. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Parties shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount, except as set forth above. All provisions that logically ought to survive termination of this Grant Contract shall survive, including but not limited to, "Governing Law," "Right to Set Off," "Records," "Monitoring," "Audit Report," "State Liability," "State and Federal Compliance," "Cumulative Rights" (as identified by the section headings).
- D.6. Subcontracting. The Parties shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Public Accountability," "Public Notice," "Records," "Monitoring," "State and Federal Compliance," "Lobbying," "Debarment and Suspension," "Title VI," "Buy America" and "Governing Law" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Parties acknowledge and agree that the Parties shall be responsible for all work performed.
- D.7. Conflicts of Interest. The Parties warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Parties in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Parties hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Parties on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Parties

shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.9. Public Accountability. If the Parties are subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Parties on behalf of the State, the Parties agree to establish a system through which recipients of services may present grievances about the operation of the service program, and the Agency shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Parties that pertain to this Grant Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Parties shall be approved by the Department.
- D.11. Licensure. The Parties and their employees and all contractors and subcontractors shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Parties (and any approved contractors and subcontractors) shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Parties (and any approved subcontractor), insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, the Federal Highway Administration (FHWA), or representatives duly appointed by the Department.

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

The records of R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the Department.

- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State of Tennessee require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.* and the Parties shall comply as applicable. Additionally, the Parties shall comply with any requirements of the federal prevailing wage rates as detailed in Form FHWA-1273 (Attachment 2). The Parties shall pay the greater of the aforesaid federal or state wage rates. Copies of the aforesaid rates may be received from the Department upon request.
- D.14. Monitoring. The Parties' activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Parties shall submit brief, periodic, progress reports to the Department as requested.
- D.16. Annual and Final Reports. The Agency shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Agency shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Agency shall submit annual and final reports to the Department. At minimum, annual and final reports shall include: (a) the Agency's name; (b) the Grant Contract's identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Agency used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Department. Annual and final report documents to be completed by the Agency shall appear on the Department's website or as an attachment to the Grant Contract.
- D.17. Audit Report. When the Agency has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Agency's fiscal year, the Agency shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Agency may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Agency and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Agency shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Agency shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.18. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.
- D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed in accordance with Section D.2.
- D.20. Independent Contractor. The Parties and Department, in the performance of this Grant Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the Parties and Department that all are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Notwithstanding the above, the Department acknowledges and accepts the representation made that R.J Corman Intermodal Services Company, LLC is a wholly owned subsidiary of R.J. Corman Railroad Group, LLC.
- D.21. State Liability. The Department shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. The obligations of the Department and Parties are subject to prevention by causes beyond the Department's and Parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.23. State and Federal Compliance. The Parties shall comply with all applicable State of Tennessee and federal laws and regulations in the performance of this Grant Contract. Particularly, the Parties shall be familiar with and comply with, but not limited to, 23 C.F.R., 49 C.F.R., 2 C.F.R., CFDA Number 20.205, and the requirements referenced in this Grant Contract. Notwithstanding any other provision, failure of the Parties to comply with this provision shall constitute a material breach of this Grant Contract and subject the Parties to the repayment of all funds expended or expenses incurred under this Grant Contract; and, if the FHWA determines that some or all of the federal funds expended under this Grant Contract are ineligible for federal participation because of a failure by the Parties to adhere to this Section, then the Parties shall repay the Department any said funds as required by FHWA.
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Parties acknowledge and agree that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.25. Completeness. This Grant Contract is complete and contains the entire understanding between the Parties and Department relating to the subject matter contained herein, including all the terms and conditions agreed to by the Parties and Department. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties and Department relating hereto, whether written or oral.

D.26. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.27. Lobbying. Each of the Parties certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.28. Debarment and Suspension. Each of the Parties certify, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and



- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Each of the Parties shall provide immediate written notice to the Department if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.29. Tennessee Department of Revenue Registration. The Parties shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.
- D.30. Department Right-of-Way. Nothing in this Grant Contract shall be construed to limit the Department's right to enter upon its highway right-of-way at any time.
- D.31. Maintenance. The Parties shall be responsible for the maintenance of the Project. As an example, if the project funded hereunder results in the installation of any equipment, including but not limited to, traffic signals, lighting, electronically operated devices, solar-powered devices, then the Parties shall be responsible for and pay all costs associated with the maintenance and operation of the aforesaid equipment.
- D.32. Traffic Control. The Parties shall comply with and provide traffic control in accordance with the requirements of the current Manual on Uniform Traffic Control Devices. If proper compliance and traffic control is not in place, the Department may order the Parties to stop work until proper compliance and traffic control is put in place.
- D.33. Environmental Requirements. In the performance of this Grant Contract, the Parties shall comply with all applicable environmental regulations and procedures, including but not limited to, the environmental procedures detailed in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tn.gov/tdot/article/tdot-local-programs-development-office> as updated periodically) incorporated in Section A above. The aforesaid environmental procedures shall include, but not be limited to, complying with the Department's Tennessee Environmental Procedures Manual and Tennessee Environmental Streamlining Agreement, obtaining permits detailed in the Statewide Storm Water Management Plan, performing erosion control plans, performing an Erosion Control Conference when needed, and obtaining applicable permits. The Parties shall be solely responsible for compliance with all applicable environmental regulations and for any liability arising from noncompliance with the aforesaid regulations and the Parties shall reimburse the Department for any loss incurred for noncompliance to the extent permitted by Tennessee law.
- D.34. Plans and Specifications. In the performance of this Grant Contract, the Parties shall comply with all Department Design Policies and Procedures detailed in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tn.gov/tdot/article/tdot-local-programs-development-office> as updated periodically) incorporated in Section A above. The Agency shall submit to the Department for approval all plans and specifications as detailed in the aforesaid Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.
- D.35. Right-of-Way. In the performance of this Grant Contract, the Parties shall comply with all right-of-way procedures detailed in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tn.gov/tdot/article/tdot-local-programs-development-office> as updated periodically) incorporated in Section A above. The aforesaid right-of-way procedures shall include, but not be limited to, complying with applicable state laws, the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 Title - 42 U.S.C. §§ 4601, et seq., 49 C.F.R. Part 24, and the Department's Right-of-Way Procedures Manual.

- D.36. Utilities. In the performance of this Grant Contract, the Parties shall comply with all utility procedures detailed in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at <http://www.tn.gov/tdot/article/tdot-local-programs-development-office> as updated periodically) incorporated in Section A above. The Parties shall provide for and accomplish all applicable utility connections within the right-of-way and easements prior to the construction of the project.
- D. 37. Approval of the Construction Phase. The Agency shall not execute a contract for the Construction Phase of the Project without the prior written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

If the Project includes State Highway Right-of-Way, the Agency shall follow all requirements imposed by the Department Traffic Engineer.

In the event that the Project includes State Highway Right-of-Way, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

- D.38. Title VI. The Parties shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Parties shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.
- D.39. Americans with Disabilities Act. The Parties shall comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq. and the regulations of the federal government issued thereunder.
- D.40. Insurance. The Agency, being a Tennessee governmental entity, are governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 et seq., for causes of action sounding in tort.

R.J. Corman Railroad Group, LLC, and R.J. Corman Intermodal Services, LLC shall carry adequate liability and other appropriate forms of insurance.

- a. R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.

- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
  - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- b. R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC shall ensure that any subcontractor providing engineering or other similar professional services shall maintain Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
  - c. At any time the Department may require R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant Contract, provided, however that R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC may elect to retain self-insurance of a portion of the aforesaid coverage not to exceed five hundred thousand dollars (\$500,000.00) per occurrence so long as R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC are responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policy..

**D.41. Federal Funding Accountability and Transparency Act (FFATA).**

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

The Parties shall comply with the following:

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

Security and Exchange Commission total compensation filings at  
<http://www.sec.gov/answers/execomp.htm>.)

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Parties' preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Parties must separately report executive total compensation described above to the Department by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Parties must submit an executive total compensation report to the Department by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Parties shall separately obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

D.42. **Sale or Service Discontinuance.** To ensure the public interest and investment is protected, if the Parties discontinue service funded by this Grant Contract, abandon the facility funded by this Grant Contract, sell the facility funded by this Grant Contract, or sell any item purchased under this Grant Contract (including, but not limited to, any property, track, structures, or material), then the Parties shall notify the Department at least thirty (30) days after taking any such action and repay to the Department a proportionate share of the Grant Contract funds provided in this Grant Contract within one hundred and eighty (180) days of taking this action.

The aforesaid proportionate share of Grant Contract funds to be repaid shall be calculated in the following manner:

- a. if the discontinuance, abandonment, or sale occurs within the contract period in Section B or within one (1) year after the ending effective date in Section B, then the Parties shall repay to the Department one hundred percent (100%) of the Grant Contract funds expended by the Department under this Grant Contract;

- b. thereafter, the repayment obligation set above shall be reduced by five percent (5%) for every year after the ending effective date in Section B. By way of example, if the discontinuance, abandonment, or sale occurs within year three (3) after the ending effective date in Section B, then the Parties shall repay eighty five percent (85%) of the Grant Contract funds expended by the Department under this Grant Contract.

The Department may lower the aforesaid calculation if the Department determines that the Parties have taken action to ensure the public interest and investment is protected. Such action to ensure the public interest and investment is protected may include, but not be limited to, the Parties promptly reestablishing service or selling but ensuring that service is continued and the obligations to the Department are transferred to the new owner(s). This determination to lower the aforesaid calculation is within the sole and absolute discretion of the Department.

- D.43. Buy America. In the performance of this Grant Contract, the Parties shall comply with all applicable Buy America requirements, including but not limited to, the Buy America requirements detailed in 23 C.F.R. 635.410.
- D.44. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or email address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Department:

Whitney Sullivan  
Manager, Local Programs Office  
Tennessee Department of Transportation  
505 Deaderick Street  
Nashville, TN 37243  
[whitney.sullivan@tn.gov](mailto:whitney.sullivan@tn.gov)  
615-253-1387

The Agency:

Nicholas B Powell  
Montgomery County Engineer  
Montgomery County Government  
1 Millennium Plaza, Suite 102  
Clarksville, TN 37040  
[nbpowell@mcgtn.net](mailto:nbpowell@mcgtn.net)  
931-553-5113

R.J. Corman Railroad Group, LLC:

Fred Mudge  
Chairman of the Board  
101 RJ Corman Drive  
Nicholasville, KY 40340  
[fred.mudge@rjcorman.com](mailto:fred.mudge@rjcorman.com)  
859-885-7521

R.J. Corman Intermodal Services, LLC:

Greg Deakle  
Director of Port & Waterway Intermodal Operations  
101 RJ Corman Drive  
Nicholasville, KY 40340  
[greg.deakle@rjcorman.com](mailto:greg.deakle@rjcorman.com)  
859-469-2291

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

- D.45. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

IN WITNESS WHEREOF,

MONTGOMERY COUNTY:

\_\_\_\_\_  
JIM DURRETT, MAYOR

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
MONTGOMERY COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**R.J. CORMAN RAILROAD GROUP, LLC:**

\_\_\_\_\_  
**FRED MUDGE, CHAIRMAN OF THE BOARD**

\_\_\_\_\_  
**DATE**

**R.J. CORMAN INTERMODAL SERVICES, LLC:**

\_\_\_\_\_  
**GREG DEAKLE, DIRECTOR PORT & WATERWAY INTERMODAL OPERATIONS**

\_\_\_\_\_  
**DATE**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
**JOHN SCHROER, COMMISSIONER**

\_\_\_\_\_  
**DATE**

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
**JOHN REINBOLD, GENERAL COUNSEL**

\_\_\_\_\_  
**DATE**

**ATTACHMENT 1  
GRANT BUDGET**

Agreement Number: 140249  
 Project Identification Number (PIN): 121611.00  
 State Project Number: 63LPLM-F3-064  
 Federal Project Number: CM-6300(21)  
 Termini: Montgomery County Port

PHASE	GRANT CONTRACT	PARTIES PARTICIPATION	TOTAL PROJECT
NEPA	0.00	0.00	0.00
DESIGN	0.00	0.00	0.00
RIGHT OF WAY	0.00	0.00	0.00
CONSTRUCTION	\$1,000,000.00	\$250,000.00*	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
<b>GRAND TOTAL</b>	<b>\$1,000,000.00</b>	<b>\$250,000.00</b>	<b>\$1,250,000.00</b>

\* A Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the Department pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Parties failure to meet the Match Requirement.



**ATTACHMENT 2**  
**FORM FHWA-1273**  
**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The Parties must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Parties may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the Parties' own organization and with the assistance of workers under the Parties' immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the Grant Contract, suspension / debarment or any other action determined to be appropriate by the Department and FHWA.

4. Selection of Labor: During the performance of this Grant Contract, the Parties shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the Parties and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The Parties and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The Department and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Parties' project activities under this Grant Contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Grant Contract. In the execution of this Grant Contract, the Parties agree to comply with the following minimum specific requirement activities of EEO:

a. The Parties will work with the Department and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Grant Contract.

b. The Parties will accept as their operating policy the following statement:

"It is the policy of this entity to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The Parties will designate and make known to the Department an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the Parties' staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Parties' EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Parties' EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Parties' EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Parties' procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the Parties' EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The Parties' EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the Parties will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The Parties will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Parties will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the Parties have a valid bargaining agreement providing for exclusive hiring all referrals, the Parties are expected to observe the provisions of that agreement to the extent that the system meets the Parties' compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Parties to do the same, such implementation violates Federal nondiscrimination provisions.

c. The Parties will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The Parties will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Parties will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Parties will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Parties will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Parties will promptly investigate all complaints of alleged discrimination made to the Parties in connection with its obligations under this Grant Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Parties will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The Parties will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the Parties' work force requirements and as permissible under Federal and State regulations, the Parties shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this Grant Contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The Parties will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Parties will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the Parties rely in whole or in part upon unions as a source of employees, the Parties will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Parties, either directly or through a Parties' association acting as agent, will include the procedures set forth below:

a. The Parties will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The Parties will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The Parties are to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Parties, the Parties shall so certify to the Department and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Parties with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Parties from the requirements of this paragraph. In the event the union referral practice prevents the Parties from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Parties shall immediately notify the Department.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The Parties must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The Parties shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of contractors and subcontractors, including procurement of materials and leases of equipment. The Parties shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this Grant Contract.

a. The Parties shall notify all potential contractors and subcontractors and suppliers and lessors of their EEO obligations under this Grant Contract.

b. The Parties will use good faith efforts to ensure contractor and subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the Department's U.S. DOT-approved DBE program are incorporated by reference.

b. The Parties shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Grant Contract. The Parties shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Parties to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

**11. Records and Reports:** The Parties shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Agency for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the FHWA.

a. The records kept by the Parties shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The Parties will submit an annual report to the Department each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the Grant Contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Parties will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The Parties must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Parties may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Parties' control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Parties shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Parties and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The Department shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Parties under this Grant Contract, or any other Federal contract with the same Parties, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Party, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the Grant Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Grant Contract, the Department may, after written notice to the Parties, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the

amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the Agency, the Department, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the Agency or the Department, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The Parties shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Grant Contract.

**6. Subcontracts.** The Parties, contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Grant Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Grant Contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Grant Contract shall not be subject to the general disputes clause of this Grant Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between

the contractor (or any of its subcontractors) and the Department, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this Grant Contract, the Parties certify that neither it (nor he or she) nor any person or firm who has an interest in the Parties' firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this Grant Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the Department shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The Parties, contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the Department. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include



payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project;
- and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this Grant Contract, or subcontract, as appropriate, the Parties, bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this Grant Contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the Parties agree to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the Department to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier

prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT B

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into as of the date of the last party to execute this Lease (the "Effective Date") by and among Nyrstar Clarksville Inc., a Maryland corporation ("Nyrstar"), R. J. Corman Railroad Switching Company, LLC, a Kentucky limited liability company ("RJCS") and the Montgomery County Port Authority, an entity created under the laws of Tennessee ("MCPA") (collectively, the "Parties").

RECITALS:

The Parties recite and declare:

- a. Nyrstar owns certain real property, and the improvements thereon, presently used as a single purpose barge facility at mile marker 122 on the Cumberland River, and certain real property adjacent to and surrounding the same, in Montgomery County, Tennessee, more particularly described on Exhibit A hereto (collectively, the "Property").
- b. The Parties hereto mutually desire that Nyrstar lease to MCPA and that MCPA lease from Nyrstar that certain area of the Property identified as the "Lease Area" on the survey attached hereto as Exhibit B (the "Survey"),
- c. The Lease Area is approximately \_\_\_ acres of undeveloped land on which RJCS will construct a multi-modal, multi-commodity, transloading and storage/distribution facility (the "Intermodal Facility"). The Intermodal Facility will be constructed immediately river north from and/or adjacent to the Existing Barge Facility (as defined in Recital f below).
- d. Simultaneously with the execution of this Lease, Nyrstar has entered into a Grant of Easement Agreement (the "Railroad Easement Agreement") with R. J. Corman Railroad Company/Memphis Line, an affiliate of RJCS, granting certain easements rights to R. J. Corman Railroad Company/Memphis Line to operate, either through itself or affiliated entities, a rail line spur to the Intermodal Facility.
- e. The Parties have agreed that upon the Commencement Date (as defined below in Section 1(b)), MCPA shall assign this Lease to RJCS, and RJCS shall assume the obligations of MCPA under this Lease. MCPA and RJCS shall hereinafter be referred to individually by name, or as "Lessee", as the timing of their respective rights under this Lease dictates.
- f. Simultaneously with the execution of this Lease, Nyrstar and RJCS entered into a "Barge Services Agreement", whereby RJCS will assume offloading operations from Nyrstar at an existing and operating barge load-out facility (the "Existing Barge Facility") used by Nyrstar to offload zinc ore from barges to be used by Nyrstar in its smelting process.
- g. The Parties hereto mutually desire that RJCS join in this Lease for the purpose of acknowledging its assumption of the rights and obligations of MCPA, as assignee of this Lease, and RJCS is willing to do so, also on the terms and conditions described below.

NOW THEREFORE, in consideration of the covenants, stipulations, terms, conditions and provisions recited herein, it is hereby agreed by and among the Parties as follows:

1. LEASE, INITIAL AND RENEWAL TERMS.

a. Nyrstar hereby demises and leases exclusively unto Lessee, and Lessee hereby rents from Nyrstar, the Lease Area. Beginning on the Effective Date, Nyrstar also hereby grants to Lessee access to (i) that certain road labeled on the Survey as "Barge Road" to provide Lessee access to and from the Lease Area and (ii) that certain path on the roadways of Lessee's main plant facility labeled on the Survey as "Access Road" to provide Lessee access to the Barge Road. Lessee hereby assumes all costs related to the maintenance and repair of the Barge Road, and to the extent the Access Road is under repair or Lessee cannot otherwise access the Access Road, Nyrstar will provide Lessee with an alternative route providing access to the Barge Road.

b. The initial term of this Lease for the Lease Area shall commence at 12:01 am, prevailing local time on the day following "substantial completion" of the Intermodal Facility, as defined in Section 37(b) below (the "Commencement Date"), and shall end, unless terminated earlier in accordance with other provisions set out herein, at midnight prevailing local time, on the day immediately preceding the twentieth anniversary of the Commencement Date (the "Initial Term"), provided Lessee shall be subject to all terms of this Lease upon the Effective Date, excluding the obligation to pay the rent set forth in Section 3 below. After the Commencement Date has been determined, the Parties hereto shall execute and deliver to each other the Commencement-Assignment Letter in the form set forth on Exhibit C attached hereto. The Parties agree and acknowledge that the delivery of the Commencement-Assignment Letter shall effectuate the assignment of this Lease to RJCS, who will thereupon assume all rights and obligations as Lessee under this Lease. The "Lease Term" refers to the Initial Term, as may be extended or renewed upon the mutual agreement of Nyrstar and Lessee. The "Lease Term" refers to the Initial Term, as may be extended or renewed pursuant to the terms of this Section, or upon the mutual agreement of Nyrstar and Lessee.

2. ALLOCATIONS OF COSTS AND CHARGES. This shall be an absolute net lease and Lessee covenants and agrees to pay, or cause to be paid, in addition to the percentage rent described in Section 3 below, all costs of occupying, operating and maintaining the Lease Area, as more particularly set out in Section 8 and Section 11 hereinbelow.

3. RENT. Except as expressly provided otherwise in this Lease, the accrual of rent and charges hereunder shall begin with the Commencement Date. Not less frequently than quarterly, throughout the Lease Term, Lessee will pay, or cause to be paid, to Nyrstar, as percentage rent, an amount equal to five percent (5%) of the gross revenues from Lessee's operations of the Intermodal Facility, but excluding all amounts paid by Nyrstar to Lessee for Lessee's provision of offloading services only at the Existing Barge Facility. Lessee will provide, or cause to be provided, to Nyrstar contemporaneously with each rent payment a reasonably detailed written report, including accounting records, indicating how the rent amount was determined. Lessee hereby acknowledges that the late payment of rent or any other amounts due hereunder will cause Nyrstar to incur costs not contemplated under this Lease, the exact amount of which would be difficult to ascertain. Accordingly, in the event that any amount due from Lessee under this Lease is not paid within five (5) business days after the date on which it is due, Lessee shall pay to Nyrstar, on demand, as additional rent, a late charge equal to three

percent (3%) of the amount so due. Nyrstar may accept any partial payment of rent or any other amount due hereunder without prejudice to any of Nyrstar's rights or remedies under this Lease.

4. NON-MONETARY CONSIDERATIONS. Lessee recognizes and acknowledges that a substantial inducement for Nyrstar to enter into this Lease is the construction and operation of the Intermodal Facility in such manner as will provide Nyrstar with commercially reasonable assurance that Nyrstar will have zinc ore and other materials loaded to and offloaded from barges to Nyrstar's plant located on the Property at such times and in such manner as will enable the uninterrupted and optimum operation of said plant; and this Lease, and the various provisions herein, shall be so construed.

5. BOOKS, RECORDS, AUDITING. Lessee shall maintain, or cause to be maintained, all records upon which each calculation of rent set forth in Section 3 above is based for a period of three (3) years following payment to Nyrstar. At any time during such three (3) year period, Nyrstar, or its authorized representatives, shall have the right to audit said records to determine the sufficiency of any such rent payment; provided, however, that Nyrstar shall neither disclose any information obtained through any such audit to any third party (except for Nyrstar's accounting, legal or other representatives providing Nyrstar advice concerning the audit), nor use any such information for any purpose whatsoever other than determining the sufficiency of rent payments made hereunder. In the event any audit from an independent third party auditor reveals any underpayment of rent to Nyrstar, then Lessee shall pay, or caused to be paid, such underpayment and the reasonable costs of the audit within thirty (30) days of Lessee's receipt of the audit, the failure of which shall be a default under this Lease.

6. TITLE, SUBORDINATION AND ESTOPPEL OBLIGATIONS.

a. Nyrstar makes the following representations and warranties: (i) Nyrstar has the right, power and authority to enter into and perform this Lease; (ii) no other leases of the Lease Area are in effect and (iii) as of the Commencement Date Nyrstar shall have good and marketable fee simple title to the entire Lease Area. Nyrstar further covenants that Lessee, on paying the rent when due as above stipulated and performing the other covenants and conditions of this Lease, shall have, hold and quietly enjoy the Lease Area, free from disturbance or hindrance by Nyrstar or any person or persons claiming through Nyrstar.

b. Nyrstar acknowledges that as of the date of this Lease, there are no mortgages or deeds of trust (herein a "mortgage") presently encumbering the Property. Nyrstar shall have the right to subordinate this Lease to any mortgage or deed of trust hereafter placed upon the Property by so declaring in such mortgage, and the recording of any such mortgage shall make it prior and superior to this Lease regardless of the date of execution or recording of either document, provided that the holder of such mortgage or encumbrance, Nyrstar and Lessee enter into an agreement on such holder's standard form providing that (i) so long as Lessee is not in default of this Lease, Lessee's occupancy of the Lease Area shall not be disturbed by said holder or anyone claiming under the holder and (ii) any subsequent landlord will be bound by the terms of this Lease.



c. Lessee shall, within ten (10) days following a request from Nyrstar, execute, acknowledge and deliver to Nyrstar and any then-current or prospective mortgagee or prospective purchaser of the Property, a written statement, in the form Nyrstar may, in the exercise of its reasonable business judgment, request to confirm certain matters under this Lease.

7. USE, OCCUPANCY AND OPERATION. The Intermodal Facility on the Lease Area shall be used, occupied and operated by Lessee, only as a multi-modal, multi-commodity, transloading and storage/distribution facility, and Nyrstar shall not make, do, conduct, suffer or permit any activities or practices on or about the Lease Area, or in connection with it, which might materially disturb or interfere with Lessee's use of the Intermodal Facility during the Lease Term. Conversely, Lessee shall not make, do, conduct, suffer or permit any activities or practices on or about the Lease Area, or in connection with it, which might materially disturb or interfere with Nyrstar's operations during the Lease Term. Lessee shall not use the Lease Area, or allow the Lease Area to be used, for any purpose or in any manner that would invalidate any policy of insurance now or hereafter carried on the Property or increase the rate of premiums payable on any such insurance policy. Should Lessee fail to comply with this covenant, Nyrstar may, at its option, require Lessee to stop engaging in such activity or to reimburse Nyrstar as additional rent under this Lease for any increase in premiums charged during the term of this Lease on the insurance carried by Nyrstar on the Property attributable to the use being made of the Lease Area.

8. UTILITIES AND ASSESSMENTS; TAXES; COMPLIANCE WITH LAW.

a. Lessee shall separately meter, or cause to be separately metered, all utility services to the Intermodal Facility or on the Lease Area serving the Intermodal Facility. Lessee shall pay, or cause to be paid, before delinquency all charges for gas, electricity, lights, heat, power, telephone, trash, water, sewer and other utility services used, rendered or supplied upon or in connection with the Lease Area during the Lease Term. If any of the foregoing utilities are not separately metered to the Lease Area, and it would be considered commercially unreasonable to do so, then Nyrstar and Lessee shall equitably prorate such utility usage to Lessee during the Lease Term and both parties shall insure that such utilities are paid so as there is continuous supply of utilities to the Lease Area. In the event that either Nyrstar or Lessee are determined to be excessive users of any such utilities, then the parties will equitably adjust the proration of utilities as necessary for the excessive user to pay its actual usage share of the same.

b. During the Lease Term, Lessee shall reimburse Nyrstar, or cause to be reimbursed, within thirty (30) days after presentation of the bill for the same, any increase to the tax value of the Property that is related to the Intermodal Facility and Lessee's Proportionate Share of all Taxes assessed against the Property. As used herein, (i) "Proportionate Share" shall mean the percentage the Lease Area bears to the Property and (ii) "Taxes" shall mean all general, *ad valorem* real estate taxes, and assessments for betterments and improvements that are levied or assessed by any lawful authority on the Property (general or special), including any substitution therefor, in whole or in part, due to a future change in the method of taxation. The Parties shall use good faith efforts to have the Lease Area assessed as a separate tax parcel, and in the event the Parties are successful with such effort, then Lessee shall reimburse Nyrstar, or cause to be reimbursed within thirty (30) days after presentation of the bill for the same, the

Taxes for the Lease Area. Taxes shall be reduced by any deferral, abatement, or other tax-lowering adjustment received by Nyrstar from the taxing authorities, provided Lessee shall be responsible for its Proportionate Share of any costs Nyrstar actually incurs from obtaining such reduction. Lessee shall be responsible for (1) all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Base Rent and Additional Rent by any city, county, state or other governmental body having authority, such payment being in addition to all other payments required to be paid to Nyrstar by Lessee under the terms of this Lease and (2) pay all sales tax on rent and taxes levied against its personal property and trade fixtures in the Facility or otherwise on the Lease Area. Taxes shall not include any (A) income, excise, profits, estate, inheritance, succession, gift, transfer, franchise, capital, or other tax or assessment upon Nyrstar, (B) fines, penalties, costs or interest for any tax or assessment, or part thereof, which Nyrstar or its lender failed to timely pay or (C) taxes resulting directly from an increase in the assessment caused by a sale or ground lease of all or any portion of the Lease Area during the Lease Term.

c. At Lessee's request, Nyrstar, at no cost to Nyrstar, shall contest the amount of any Taxes. If Nyrstar fails to contest the Taxes within thirty (30) days of Lessee's written request, Lessee shall have the right to contest the amount of Taxes by appropriate proceedings conducted in good faith, whereupon Nyrstar, at no cost to Nyrstar, shall reasonably cooperate with Lessee, execute any and all documents, reasonably acceptable to Nyrstar, required in connection therewith, and, if required by any governmental authority having jurisdiction, join with Lessee in the prosecution thereof. If, as a result of any contest or otherwise, any rebate or refund of Taxes is received, Lessee shall be entitled to Lessee's Proportionate Share thereof.

d. Lessee shall comply with any and all ordinances, statutes, regulations, resolutions and similar enactments of all governmental authorities, and shall require RJCS to do likewise.

## 9. LIENS, RECORDING AND TITLE.

a. Lessee shall not, without the prior written consent of Nyrstar, create or permit to be created or to remain, and will discharge, at its expense, any mortgage, lien, security interest, encumbrance or charge on the Lease Area or any part thereof as a result of any act or indebtedness of Lessee within thirty (30) days after the imposition thereof. In the event Nyrstar consents to any such mortgage, lien, security interest, encumbrance or charge on the Lease Area or any part thereof, such consent shall be upon terms and conditions within Nyrstar's sole and absolute discretion.

b. Lessee, at its expense, shall execute, deliver and record, file or register from time to time all such instruments as may be required by any present or future law in order to evidence the respective interests of Nyrstar and Lessee in the Lease Area and Lessee shall, if it wishes to do so, or is requested by Nyrstar, execute a short form memorandum of this Lease, reasonably acceptable to Nyrstar, provided that Lessee shall (i) be responsible for recording such memorandum and all costs arising therefrom, (ii) provide Nyrstar a final recorded copy of such memorandum and (iii) be responsible for recording a cancellation of such memorandum at the expiration or earlier termination of this Lease and all costs arising therefrom.

10. INDEMNIFICATION. Each party hereto shall pay and protect, indemnify and save harmless the other Parties hereto from and against any and all liabilities, losses, damages, penalties, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in any manner growing out of or connected with (i) such indemnifying party's use, nonuse, condition or occupation of the Lease Area or any part thereof, (ii) violation by the indemnifying party of any agreement or condition of this Lease, (iii) failure by the indemnifying party to comply with any restriction, statute, law, ordinance or regulation or otherwise to which the Lease Area is subject, and (iv) any negligence or intentional misconduct of the indemnifying party or its agents, contractors or employees.

11. MAINTENANCE AND REPAIR. Lessee shall accept the Lease Area in "as is" condition. Nyrstar shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to the Intermodal Facility or the Lease Area or any part thereof during the Lease Term. During the Lease Term, Lessee shall continuously keep and maintain every part and portion of the Intermodal Facility and Lease Area, including mechanical equipment, in good order and repair and shall make all necessary maintenance, repairs and replacements thereto, all at its own expense.

12. CONDEMNATION. If, during the term, the Lease Area or any portion thereof is taken by condemnation or other eminent domain proceedings so as to render same commercially unsuitable for the use or occupancy of Lessee, then either Nyrstar or Lessee may, by sixty (60) days written notice to the other party, terminate this Lease. In the event this Lease is not terminated following such condemnation or other eminent domain proceedings, Lessee, at its sole cost and expense, shall be responsible for restoring any portion of the Intermodal Facility or Lease Area to a condition necessary for the continued permitted use thereof. All compensation awarded for such condemnation or eminent domain shall be the property of Nyrstar, and Lessee hereby assigns all of its right, title and interest in any such award to Nyrstar; provided, however, Lessee shall have the right to recover from the applicable governmental authority such compensation as is specifically awarded to Lessee based upon the value of the Intermodal Facility to the extent of any monies required to reimburse funds made available by the Federal Highway Administration through the Tennessee Department of Transportation under the Congestion Mitigation and Air Quality Program ("CMAQ"), to reimburse Lessee for any cost that Lessee may incur in removing Lessee's property or trade fixtures from the Lease Area, and to reimburse any loss of Lessee's business or any relocation expenses incurred by Lessee or the value of Lessee's interest in this Lease, except to the extent any such recovery right reduces Nyrstar's award.

13. SIGNS. Lessee shall have the right to erect and maintain reasonable signage to inform the public of the existence, location and operation of the Intermodal Facility, provided (a) Lessee obtains Nyrstar's prior written approval, which shall not be unreasonably withheld, conditioned or delayed and (b) such signage is consistent with all applicable laws.

14. SECURITY. At all times when Lessee is entitled to possession of any portion of Nyrstar's property pursuant to this Lease, or is otherwise in actual possession of the same, Lessee shall undertake and provide commercially reasonable security measures to protect that

property from vandalism, theft, fire and other casualty damage, destruction or loss. Notwithstanding the foregoing, Nyrstar, at its election, may provide security to the Lease Area, and in such event, Lessee shall reimburse Nyrstar for Lessee's proportionate share of the reasonable security expenses Nyrstar provides within twenty (20) days after Lessee's receipt of a reasonably documented invoice therefor.

15. INSURANCE AND WAIVER OF SUBROGATION.

a. During the Lease Term, Lessee will maintain, at its expense, insurance on the Lease Area of the following character: (i) insurance against loss or damage to the Intermodal Facility and Lessee's leasehold improvements and fixtures located on the Lease Area from fire or other risks typically insured by an "all-risk" casualty insurance policy for amounts equal to the full replacement costs thereof; (ii) general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Lease Area in the amount of not less than \$5,000,000.00 per occurrence; (iii) workers' compensation insurance as required by law; (iv) employer's liability with minimum coverages of \$100,000 for bodily injury per occurrence; and (v) automobile liability insurance with minimum coverages of \$1,000,000.00 per occurrence, provided, however that RJCS may elect to retain self-insurance of a portion of the aforesaid coverage not to exceed five hundred thousand dollars (\$500,000.00) per occurrence so long as RJCS is responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policy. Said insurance shall be written by companies reasonably acceptable to Nyrstar, and such insurance shall name Nyrstar and Lessee as the insured parties or additional insureds thereunder, as their respective interests may appear. Notwithstanding anything to the contrary contained in this paragraph, RJCS shall name MCPA as an additional insured on the insurance policies referenced in this paragraph during the period of the Lease Term that MCPA is Lessee.

b. During the Lease Term, Nyrstar will maintain, at its expense, general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Lease Area in the amount of not less than \$5,000,000.00 per occurrence. Said insurance shall be written by companies reasonably acceptable to Lessee, and such insurance shall name Nyrstar and Lessee as the insured parties or additional insureds thereunder, as their respective interests may appear.

c. Each party shall provide the other with a certificate of insurance for all of the insurance coverages required above prior to the Effective Date and such insurance shall be effective as of and from the Effective Date.

d. Each party hereto on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property located on the Lease Area (including, but not limited to, the Intermodal Facility) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of physical loss policy, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. If either

party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

16. ASSIGNMENT AND SUBLETTING. Except as otherwise provided in the Commencement-Assignment Letter, Lessee, may not assign, hypothecate, mortgage or otherwise transfer this Lease or any interest therein to any other party or sublet or allow any other party to use all or any portion of the Lease Area without the prior written consent of Nyrstar, which consent shall not be unreasonably withheld. Nyrstar may condition its consent upon the proposed party having a financial status as good or better than that of Lessee. Notwithstanding anything to the contrary, Lessee shall remain liable under this Lease following any assignment thereof or sublease of all or any portion of the Lease Area. An assignment shall also mean (a) the direct or indirect sale, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the properties or assets of Lessee to any "person" (as such term is used in Section 13(d) of the Securities Exchange Act of 1934), (b) the adoption of a plan relating to the liquidation or dissolution of Lessee, or (c) the consummation of any transaction (including any merger or consolidation), the result of which is that any "person" or "group" (as such terms are used in Section 13(d) of the Securities Exchange Act of 1934), becomes the "beneficial owner" (as such term is used in Section 13(d) of the Securities Exchange Act of 1934) of more than fifty percent (50%) of the voting power or equity ownership of Lessee.

17. DEFAULT.

a. DEFAULT BY Lessee. The following shall constitute a default of this Lease by Lessee: (i) Lessee's failure to pay all or any part of the rent or other payments required to be paid by Lessee under this Lease when the same are due; (ii) Lessee's failure to perform or observe any other obligation, covenant or condition on Lessee's part to be performed or observed under the terms of this Lease within twenty (20) days after its receipt of written notice from Nyrstar specifying the failure under this Lease, provided if any such failure is such that it cannot be cured or remedied within such twenty (20) day period, then there shall be no default so long as corrective action is instituted by Lessee within such twenty (20) day period and diligently pursued until such failure is corrected; (iii) Lessee's failure to observe any obligation, covenant or condition under the Barge Services Agreement (as defined in the Recitals of this Lease); (iv) Lessee provides prior written notice to Nyrstar that Lessee intends to suspend Lessee's operation of the Intermodal Facility; or (v) except for an event of Force Majeure (as defined in Section 34 of this Lease), Lessee fails to continuously operate the Intermodal Facility. Following a default by Lessee, Nyrstar may, at its option, (1) terminate this Lease upon at least ten (10) days' prior written notice or (2) may (without any obligation) do whatever is necessary to cure Lessee's default under this Lease or the Barge Services Agreement on the account of and at the reasonable expense of Lessee, including Nyrstar's assumption of the offloading, storage and distribution of zinc ore or other materials used in Nyrstar's business operations on the Property, and all reasonable sums Nyrstar pays (including reasonable attorneys' fees and expenses plus Nyrstar's overhead cost of ten percent (10%)) shall constitute additional rent payable by Lessee under this Lease immediately upon its receipt of written demand therefor or such amount shall be offset from any amount Nyrstar owes RJCS pursuant to the Barge Services Agreement until Nyrstar is reimbursed in full. Subject to the provisions of Section 18 below, in the event Nyrstar elects to

terminate this Lease, Nyrstar, in addition to any other remedies available, shall have the immediate right to enter and repossess the Lease Area by summary or dispossession proceedings or otherwise, and remove therefrom all occupants and take and store any property abandoned by Lessee in a public or private warehouse or elsewhere at the cost of and for the account of Lessee, without becoming liable to prosecution or damages therefor, and thereupon all rights of possession to Lease Area of Lessee hereunder shall cease.

b. Notwithstanding any such termination and re-entry resulting from Lessee's violation of any covenant of this Lease, Lessee shall remain liable for any rent or damages which may be done or sustained prior thereto, and in addition, Lessee shall also be liable for further rents for the remaining term of this Lease, less such amounts as are recovered by Nyrstar as a result of the reletting of the Property. Nyrstar agrees to use commercially reasonable efforts to relet the Lease Area and/or to reasonably cooperate with MCPA with respect to the Lease Option, as set forth in Section 18 below.

c. In addition to all other remedies, Nyrstar is entitled to temporary and permanent injunctive relief against all violations by Lessee, actual, attempted or threatened of any covenant, condition or provision of this Lease.

d. DEFAULT BY NYRSTAR. The following shall constitute a default of this Lease by Nyrstar: (i) Nyrstar's failure to perform or observe any obligation, covenant or condition on Nyrstar's part to be performed or observed under the terms of this Lease within twenty (20) days after its receipt of written notice from Lessee specifying the failure under this Lease, provided if any such failure is such that it cannot be cured or remedied within such twenty (20) day period, then there shall be no default so long as corrective action is instituted by Nyrstar within such twenty (20) day period and diligently pursued until such failure is corrected; or (ii) should Nyrstar become the subject of a receivership or trusteeship. Thereafter, Lessee, in addition to any other remedies available to it at law or in equity, may, at its option, upon an additional ten (10) days' written notice and Nyrstar's failure to cure all existing defaults during such ten (10) day period, (1) terminate this Lease, and have no further obligations to pay rent hereunder, or (2) cure any default by Nyrstar under this Lease, and all costs and expenses actually incurred by Lessee, including, without limitation, reasonable attorney's fees, together with interest at the rate of one percent (1%) per month per year on the amount of costs and expenses so incurred, shall be paid by Nyrstar to Lessee. Lessee shall submit a reasonably documented invoice to Nyrstar for any costs actually incurred by Lessee to cure a default of Nyrstar. If Nyrstar fails to pay the costs so invoiced, together with interest as herein provided, within thirty (30) days after receipt of such invoice, Lessee shall have the right to seek legal action against Nyrstar for such sums, and Nyrstar will be responsible for any reasonable attorneys' fees or legal costs Lessee actually incurs in obtaining such costs.

18. EFFECT OF LEASE TERMINATION/ASSIGNMENT OPTION. Nyrstar acknowledges and agrees that a portion of the cost of making all of the improvements to Parcel B, constructing the Intermodal Facility and acquiring the equipment and fixtures necessary to operate the Intermodal Facility will be paid from funds made available by the Federal Highway Administration through the Tennessee Department of Transportation under CMAQ (as defined in Section 12 above). Therefore, if during the Initial Term Nyrstar desires to terminate this Lease pursuant to the terms hereof, Nyrstar shall immediately notify MCPA in writing of such

termination. Within twelve (12) months following such notice (the "Assignment Period"), MCPA shall have the option and right to assign this Lease to a third party ("Assignee") upon first receiving the prior written consent of Nyrstar, which consent shall not be unreasonably withheld; provided, however, as consideration for such consent, RJCS must assign, and Assignee must assume, the Barge Services Agreement, and a failure of such assignment and assumption of the Barge Services Agreement shall be deemed a reasonable cause for Nyrstar to withhold its consent to any proposed Assignee. Notwithstanding anything to the contrary contained in this Lease, during the Assignment Period Nyrstar may assume, at Lessee's expense, the offloading, storage and distribution of zinc ore or their materials used in Nyrstar's business operations on the Property provided under the Barge Services Agreement.

19. GOOD FAITH COOPERATION. Subject to the provisions of Section 4 of this Lease, the Parties intend to cooperate in good faith with each other in facilitating the efficient operations of the Existing Barge Facility and the Intermodal Facility and neither Party shall have the right to impose an unreasonable burden on shared costs of the Parties, if any, or that disrupts the normal barge offloading functions of the Existing Barge Facility or the Intermodal Facility. Each Party shall act in good faith to achieve the benefits expected and to resolve any problems that may occur in a commercially reasonable way. The Parties covenant and agree that they shall not knowingly take any action or enter into any commitment or agreement in connection with the transactions and activities contemplated hereunder that would result in a contravention of any provisions of applicable law, and to use commercially reasonable efforts in seeking to obtain all third party consents, licenses, sublicenses or approvals necessary to permit each other's business operations as set forth in this Lease.

20. PARTIES BOUND. This Lease shall be binding and inure to the benefit of the respective parties, their successors and assigns forever.

21. WAIVER. Neither the failure of either party to exercise any right, power or remedy to enforce a breach of any covenant or condition, nor the failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall be construed as a waiver or a relinquishment thereof for the failure.

22. RISK OF LOSS. If during the Lease Term less than a substantial portion of the Intermodal Facility is damaged or destroyed by fire, flood, storm or other casualty and the Intermodal Facility remains tenantable, Lessee, at its cost and expense, shall repair the Intermodal Facility and Lessee shall make such repairs, with no rent abatement. If during The Lease Term the Intermodal Facility is damaged or destroyed by fire or other casualty to such an extent as to render the same untenable in whole or substantial part and such damage, destruction or other casualty cannot be repaired within ninety (90) days, as determined by a contractor mutually agreed to by the Parties, Lessee shall have the option to (a) rebuild the Intermodal Facility at its cost or (b) elect to terminate this Lease. Lessee shall elect either of the foregoing options in writing to Nyrstar within thirty (30) days after the occurrence of the damage, destruction or casualty. If Lessee is not in default under this Lease, upon such notice of termination, Lessee's liability for rent hereunder shall cease. Upon such termination, and subject to any requirements for the repayment of monies as necessary pursuant to CMAQ (as defined in

Section 12 above) funding, all insurance proceeds related to the Intermodal Facility shall be paid to Nyrstar and become the property of Nyrstar (excluding insurance proceeds Lessee is required to utilize in order to leave the Property in as good or better condition as existed on the Commencement Date, reasonable and ordinary wear and tear excepted, all proceeds related to Lessee's equipment or personality shall become the property of Lessee, and all other obligations hereunder shall terminate, except for any indemnity obligations that are intended to survive the termination or expiration of this Lease. If Lessee does not elect to terminate this Lease, then Lessee, at its sole cost and expense, shall commence reconstruction and repair of the Intermodal Facility to substantially the same condition and design as existed prior to any casualty, and shall complete same within one hundred twenty (120) days following the occurrence of the damage, destruction or casualty of the Intermodal Facility, during which no rent shall be payable hereunder; provided, however, in the event the Intermodal Facility is not reconstructed and repaired within such one hundred twenty (120) day period, Nyrstar may terminate this Lease within thirty (30) days following said one hundred twenty (120) day period. Notwithstanding anything to the contrary contained in this Lease, during any period of Lessee's reconstruction and repair of the Intermodal Facility, Lessee shall continue to provide Nyrstar with the offloading services provided in the Barge Services Agreement, the failure of which shall allow Nyrstar to access the Lease Area to do the same.

23. NYRSTAR'S RIGHT OF ACCESS. During the Lease Term, Nyrstar and its agents, employees or contractors shall have the right of access to the Intermodal Facility and Lease Area during regular business hours upon reasonable prior notice to Lessee to inspect the same, provided that such right shall not be exercised in any manner that would unreasonably interfere with the operations of Lessee. Notwithstanding the foregoing, in the event of an emergency, Nyrstar may access the Intermodal Facility or Lease Area without providing prior notice to Lessee.

24. ENVIRONMENTAL PROVISION. Notwithstanding any other provision contained in this Lease, Lessee shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Nyrstar, its managers, members, officers, agents and employees from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs or expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of, or as a result of: (i) any "release" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), caused by Lessee or RJCS or their employees, licenses, agents or contractors of any "hazardous substance", as defined in CERCLA, or petroleum (including crude oil or any fraction thereof) discharged, deposited, dumped, spilled, leaked or placed into, on or around the Property at any time during the Lease Term or any holdover thereof; (ii) any contamination by Lessee or RJCS or their employees, licensees or contractors, their agents or employees of the Lease Area or soil or groundwater on or under the Lease Area, or damage to the environment and natural resources of or around the Lease Area caused by Lessee during the Lease Term or any holdover thereof, whether arising under CERCLA or other statutes, regulations, or common law; and/or (iii) any toxic, explosive or otherwise dangerous materials, including, but not limited to, asbestos, which are brought on to the Lease Area by Lessee during the Lease Term or any holdover thereof, but excluding any



toxic, explosive or otherwise dangerous materials which were present at, buried beneath, placed on or concealed within or around the Lease Area prior to Lessee's possession of the same.

25. TIME. Time is of the essence in this Lease.

26. BINDING EFFECT. All of the covenants, conditions, and obligations contained in this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Lease may not be changed, modified, or discharged except by a writing executed by the party to be bound.

27. HEADINGS. The headings to the various paragraphs of this Lease have been inserted for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Lease.

28. CONSTRUCTION. Nothing contained in this Lease shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between or among any of the Parties, it being understood and agreed that neither the method of computation of rent, nor any other provision contained in this Lease, nor any acts of the Parties, will create any relationship between or among any of the Parties other than the relationship of lessor and lessee.

29. CMAQ OBLIGATIONS. The Parties mutually recognize and acknowledge that a portion of the cost of constructing the Intermodal Facility will be paid from funds made available by the Federal Highway Administration through the Tennessee Department of Transportation under CMAQ (as defined in Section 12 above) and that improvements funded under that Act must remain available for public use for their projected useful life, provided "public use" shall not be interpreted to give any person or entity, public or private, the right to use, access or occupy the Property or any portion thereof beyond the scope of the permitted use set forth in Section 7 of this Lease.

30. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected and each term, covenant or condition of this Lease will be valid and be enforced to the fullest extent permitted by law.

31. NOTICES. Any notice, demand or other writing to be given pursuant to this Lease will be deemed to have been given upon receipt or refusal, and to be effective for all purposes, when sent by certified mail, postage prepaid and return receipt requested, to the address, respectively, given for each party below. The Parties agree to appoint and maintain a coordinator with responsibility for ensuring that the overall intent of this Lease is achieved. In that regard, Nyrstar shall initially assign \_\_\_\_\_, RJCS shall assign \_\_\_\_\_, and MCPA shall initially assign \_\_\_\_\_ as their coordinator.

To Nyrstar:

Nyrstar Clarksville Inc.  
1800 Zinc Plant Road  
Clarksville, Tennessee 37040

To RJCS:

R. J. Corman Railroad Switching Company, LLC  
101 R. J. Corman Drive  
P.O. Box 788  
Nicholasville, Kentucky 40356

To MCPA:

Montgomery County Port Authority  
One Millennium Plaza  
Clarksville, Tennessee 37040

32. GOVERNING LAW. This document shall be governed by and interpreted under the laws of the State of Tennessee, except as the application of the same may be preempted by federal law.

33. ATTORNEY'S FEES. In the event it is necessary for either party to employ an attorney to enforce the terms of this Lease, or file an action to enforce any terms, conditions or rights under this Lease, or to defend any action or arbitration, then the prevailing party in any such action shall be entitled to recover from the other, all reasonable attorney's fees, costs and expenses as may be fixed by the court, and such attorney's fees, costs and expenses may be made a part of any award or judgment entered.

34. FORCE MAJEURE. As used herein, the term "Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor and materials, theft, fire, public enemy, or any other causes of any kind whatsoever that are beyond the reasonable control of Nyrstar or Lessee. The forgoing, however, shall not excuse any delay in making any payment due hereunder, including any payment of rent. Whenever a period of time is herein prescribed for action to be taken by Nyrstar or Lessee, Nyrstar or Lessee will not be liable or responsible for, and there will be excluded from the computation of time, any period of time due to Force Majeure.

35. FLOW THROUGH OF RIGHTS AND OBLIGATIONS. During any and all times when RJCS is operating the Intermodal Facility or present on the Lease Area, any and all rights and obligations of Lessee hereunder shall flow through to RJCS, and RJCS, by joining in this Lease, recognizes and acknowledges its assumption of said rights and obligations during all such times.

36. END OF THE LEASE TERM.

a. IMPROVEMENTS AND LESSEE'S PROPERTY. Lessee shall provide Nyrstar with written notice at least sixty (60) days prior to the expiration of the Lease Term, or as soon as reasonably practical prior to the earlier termination of this Lease, of Lessee's intention to either (i) leave the Intermodal Facility on Parcel B or (ii) remove the same at the expiration or earlier termination of the Lease Term. In the event Lessee elects (i) in the foregoing sentence, Lessee shall remove the Intermodal Facility and any and all of its personal fixtures, equipment and other property brought onto the Lease Area within one hundred twenty (120) days following the expiration or earlier termination of the Lease Term, and shall otherwise leave the Lease Area in as good or better condition as existed on the Commencement Date, reasonable and ordinary wear and tear excepted; provided, however, in the event the Intermodal Facility and Lessee's personal fixtures, equipment and other property are not removed within such 120-day period, then the same shall automatically become the property of Nyrstar.

b. HOLDOVER. If Lessee holds over after the expiration or earlier termination of this Lease without the consent of Nyrstar, Lessee shall become a tenant at sufferance and such tenancy shall be terminable at will upon Nyrstar submitting written notice to Lessee. If Lessee holds over after the expiration or earlier termination of this Lease with the consent of Nyrstar, then the Term shall continue on a month to month basis at a rate of one hundred twenty-five percent (125%) of the average rent payable under Section 3 of this Lease for the prior year during the Lease Term plus any additional rent due hereunder, and otherwise upon the terms, covenants and conditions herein specified. Acceptance by Nyrstar of rent after such expiration or earlier termination of this Lease shall not constitute consent to a holdover hereunder or result in a renewal of this Lease. Notwithstanding Nyrstar's consent to Lessee's holdover hereunder, no holding over by Lessee shall operate to extend this Lease, and during such month to month term more particularly described above, Lessee shall vacate and surrender the Lease Area to Nyrstar upon Lessee being given thirty (30) days prior written notice from Nyrstar to vacate or upon Lessee providing Nyrstar thirty (30) days prior written notice of its intent to vacate the Lease Area. The foregoing provisions of this Section are in addition to and shall not affect Nyrstar's right of re-entry or any other rights of Nyrstar hereunder or as otherwise provided by law.

### 37. CONSTRUCTION OF INTERMODAL FACILITY.

a. Design, Construction and Cost of the Intermodal Facility. Lessee and RJCS agree that no representations, statements or warranties expressed or implied have been made by or on behalf of Nyrstar in respect to the Lease Area except as contained in this Lease. Upon the Effective Date, Lessee shall accept the Premises in its existing condition and state of repair. Lessee shall, or cause RJCS to, construct the Intermodal Facility on Parcel B of the Lease Area. The construction of the Intermodal Facility shall be carried out by RJCS's own forces or if by contract, then a contractor reasonably acceptable to Nyrstar (the "Contractor"). Nyrstar, at no cost or expense to Nyrstar, shall cooperate with Lessee and RJCS in (i) developing plans and specifications for the Intermodal Facility (the "Plans"), which shall be prepared by architects and engineers selected by Lessee or RJCS and reasonably approved by Nyrstar (the "Design Consultants"), and (ii) securing all governmental and regulatory approvals and permits required for the construction and operation of the Intermodal Facility. The Plans shall be subject to the prior written approval of Nyrstar. All reasonable costs actually incurred with Nyrstar's review

and approval of the Plans shall be paid by Lessee or RJCS. Lessee or RJCS shall contract directly with the Design Consultants, and Lessee or RJCS shall be solely responsible for payment of any fees and/or payments due to the Design Consultants. The Design Consultants and RJCS representative or the Contractor, whichever applicable, must be licensed to practice their professional discipline in the state in which the Property is located and shall be capable of providing stamped Construction Documents (as hereinafter defined) to local government officials for permit approvals. Neither Lessee nor RJCS shall suffer or permit any mechanic's liens or materialmen's liens to be filed against the Property or against the leasehold interest under this Lease in connection with fees due to the Design Consultants or RJCS or the Contractor, whichever applicable. The Design Consultants shall submit for Nyrstar's approval documents setting forth in detail the requirements for construction of the Intermodal Facility and shall include drawings and specifications that establish in detail the quality of materials and systems to be used for the Intermodal Facility (the "Construction Documents"). Nyrstar shall approve or deliver written comments regarding the Construction Documents to Lessee and RJCS. All reasonable costs actually incurred with Nyrstar's review and approval of the Construction Documents shall be paid by Lessee or RJCS. The Construction Documents shall comply with local building codes, regulations and laws and include, without limitation, architectural, structural (if required), mechanical, fire protection, plumbing and electrical drawings and specifications. The Construction Documents shall be provided to Nyrstar in the following formats: two sets of drawings and one CD-ROM disk containing the drawings in the CAD format approved by Nyrstar.

b. Completion of the Intermodal Facility. Lessee and RJCS warrant to Nyrstar that (i) the Intermodal Facility will be constructed in accordance with the Plans and Construction Documents, (ii) all materials and equipment furnished will be suitable for their intended purposes, (iii) the Intermodal Facility will be of good quality, free from faults and defects in all material respects, and (iv) the Intermodal Facility shall comply in all material respects with all applicable laws, codes and regulations, including, by way of example but not as a limitation, environmental, zoning, building and land use laws. Lessee and RJCS shall cause the repair or replacement of any defects in material or workmanship of the Intermodal Facility, if any, within the period of one (1) year after the date of substantial completion of the Intermodal Facility, and Lessee and RJCS agree Nyrstar shall not be responsible for any defect of any nature whatsoever in the Intermodal Facility. The "substantial completion" of the Intermodal Facility shall be the date the Intermodal Facility is certified by RJCS or the Contractor, whichever applicable, as complete, except for normal punch list items that can reasonably be completed after RJCS's commencement of operations in the Intermodal Facility without substantial interference to its business operations. RJCS shall construct the Intermodal Facility in a manner so as to minimize any disruption to Nyrstar's business operations on the Property.

c. Construction Deadline. Notwithstanding anything to the contrary contained in this Lease, in the event the substantial completion of the Intermodal Facility has not occurred within two (2) years following the Effective Date, Nyrstar shall have the right to terminate this Lease without penalty by providing written notice thereof to Lessee within sixty (60) days following such two (2) year period. Following the termination of this Lease, each party hereto shall be released of all obligations under this Lease following such termination date,

provided the Parties shall remain liable for all obligations accruing prior to the termination date and the Lease Area shall be restored to its condition as of the Effective Date.

d. Insurance. During the construction of the Intermodal Facility, RJCS or the Contractor, whichever applicable, and any subcontractors shall maintain insurance in such coverages and amounts as required of Lessee under Section 15(a) of this Lease.

38. ENTIRE AGREEMENT. This Lease sets forth all of the covenants, promises, and understandings between or among the Parties, except as may be the subject of separate written agreement, and the Parties hereto respectively acknowledge that there are no covenants, promises, representations, inducements, conditions or understandings, either oral or written, between or among them other than as here set forth with respect to this Lease. No alteration, amendment, change or addition to this Lease will be binding on any party unless reduced to writing and executed by the party to be so bound. This Lease may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, and, in making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart. Telecopied or emailed signatures shall be given the effect of original, manually executed signatures.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the day and year of the last party to sign below.

**Nyrstar Clarksville Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Montgomery County Port Authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**R. J. Corman Railroad Switching  
Company, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**Description of the Property**

**EXHIBIT B**

**Survey of the Lease Area**



**EXHIBIT C**

**Commencement-Assignment Letter**

**[Nyrstar's Letterhead]**

Montgomery County Port Authority  
One Millennium Plaza  
Clarksville, Tennessee 37040

R. J. Corman Railroad Company Switching, LLC  
101 R. J. Corman Drive, P.O. Box 788  
Nicholasville, Kentucky 40356

Re: Lease Agreement ("Lease"), dated \_\_\_\_\_, 2014, among Nyrstar  
Clarksville Inc., a Maryland corporation ("Nyrstar"), R. J. Corman Railroad  
Company Switching, LLC, a Kentucky limited liability company ("RJCS"), and  
the Montgomery County Port Authority, an entity created under the laws of  
Tennessee ("MCPA").

Dear \_\_\_\_\_:

The purpose of this letter is to confirm the following:

- (i) The Commencement Date for the referenced Lease is \_\_\_\_\_.
- (ii) The expiration date is \_\_\_\_\_.
- (iii) MCPA conveys and assigns to RJCS all of MCPA's right, title and interest as "Lessee" under the Lease, which assignment shall be effective from and after the Commencement Date. RJCS assumes and agrees to be bound by all duties and obligations as "Lessee" under the Lease from and after the Commencement Date, provided MCPA shall remain liable for all obligations, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses to the extent arising from any matters under the Lease prior to the Commencement Date.

Please acknowledge your agreement with the provisions of this letter by signing the extra copy of this letter and returning the same to the undersigned. This letter may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement, and, in making proof of this letter, it shall not be necessary

to produce or account for more than one such counterpart. Telecopied or emailed signatures shall be given the effect of original, manually executed signatures.

Sincerely yours,

Nyrstar Clarksville Inc.,  
a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed to By:

**MCPA:**

Montgomery County Port Authority, an entity  
created under the laws of Tennessee

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Acknowledged and Agreed to By:

**RJCS:**

R. J. Corman Railroad Company Switching,  
LLC, a Kentucky limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

15-8-12

On Motion to Adopt by Commissioner Keene, seconded by Commissioner Brockman, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

**RESOLUTION TO ESTABLISH TAX INCREMENTAL FINANCING (TIF)**

**WHEREAS**, Montgomery County wants to encourage retail development and development complimentary to same; and

**WHEREAS**, development and redevelopment increases the tax base by increasing property values; and

**WHEREAS**, Tennessee law allows for incentives that can be developed by Tax Incremental Financing (TIF); and

**WHEREAS**, TIF areas, projects, or development areas can be established under current State law with notice to the public.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 10<sup>th</sup> day of August, 2015, that the Budget Committee is authorized to establish a TIF Committee for the development of appropriate projects, districts, or areas that can be identified and established under applicable State law and to promulgate rules, outlines of procedures, and scope of grant incentives consistent with State law.

**BE IT FURTHER RESOLVED** that the Budget Committee shall appoint a subcommittee for the review, analysis and consideration of the same comprised of citizens and officials of the county for said purpose.

**Duly passed and approved this 10<sup>th</sup> day of August, 2015.**



Attested

Kerrie A. Jackson  
County Clerk

Sponsor

Commissioner

Approved

Jim Dunbar  
County Mayor

## **PROPOSED AMENDMENT**

Resolution 15-8-13: Resolution to Establish Tax Incremental Financing (TIF)

The following amendment would replace the last two paragraphs:

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in the regular session on this the 10th day of August, 2015, that the Budget Committee is authorized to establish a TIF Committee for the development of an appropriate project, district, or area that can be identified and established under applicable state law, and to promulgate rules, procedures, and the scope of this committee's work and proposed grant incentives, and to make contact with other entities as required under such law, to develop a tax incremental financing program that will create incentives for the development and redevelopment of the downtown area as allowed by Tennessee State Law in conjunction with other agencies, and having so established the committee, and the committee empowered to create the same, the committee's proposal for tax incremental financing initiatives which may be allowed under applicable Tennessee state law will then be presented to the Montgomery County Commission for its vote of approval and enactment as required by the same statutes or otherwise.

15-8-13

Motion to Adopt by Commissioner J. Hodges, seconded by Commissioner Gibbs, with a friendly amendment made by Mayor Durrett, to replace the last two paragraphs, as presented.

On Motion by Commissioner Redd, seconded by Commissioner Brockman, to postpone voting until September's Formal Commission meeting. The foregoing Motion to postpone 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	N
2	Charles Keene	N	9	John M. Genis	N	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	N
4	Mark Riggins	N	11	Joe L. Creek	N	18	Monroe Gildersleeve	N
5	Robert Gibbs	Y	12	Robert Nichols	N	19	Garland Johnson	N
6	Arnold Hodges	N	13	Audrey Tooley	N	20	Jerry Allbert	N
7	Brandon Butts	N	14	Tommy Vallejos	N	21	Larry Rocconi	N

Ayes - 3   Abstentions - 0   Noes - 17

ABSENT: Ed Baggett (1)

The foregoing Amended 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	N
3	Ed Baggett	---	10	Martha Brockman	N	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 17   Abstentions - 0   Noes - 3

ABSENT: Ed Baggett (1)

**County Clerk's Report  
August 10, 2015**

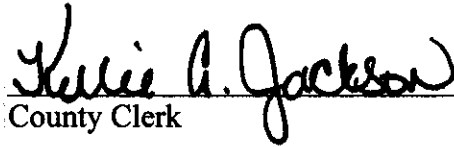
Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of July, 2015.

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 Judicial Commissioner and Deputy County Official are approved as taken.

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

This the 10<sup>th</sup> day of August, 2015.



  
County Clerk

OATH OF JUDICIAL COMMISSIONER

NAME  
Rebecca Adair

OFFICE  
Judicial Commissioner

DATE  
07/17/2015

OATH OF DEPUTY COUNTY OFFICIAL

NAME  
Britt O. Sagar

OFFICE  
Deputy County Clerk

DATE  
07/13/2015



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 August 10, 2015

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. CAROLYN G ALBRIGHT	405 GIP MANNING RD CLARKSVILLE TN 37042 931 645 5632	2220 WOODLAWN RD WOODLAWN TN 37191 931 647 2099
2. [REDACTED]	3472 [REDACTED] DR CLARKSVILLE TN 37042 931 [REDACTED]	108 [REDACTED] STREET CLARKSVILLE TN 37042 931 [REDACTED]
3. REBECCA BARTLETT	2171 POWELL RD CLARKSVILLE TN 37043 615 481 2726	1680 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931 221 0656
4. CHARITINE L BRADY	345 [REDACTED] DRIVE CLARKSVILLE TN 37042 931 [REDACTED]	100 S SPANGLER ST CLARKSVILLE TN 37040 931 [REDACTED]
5. DUSTIN BURTON	4010 OAK POINTE DR PLEASANT VIEW TN 37146 931 933 0562	1430 MADISON ST CLARKSVILLE TN 37040 931 920 1762
6. JENNIFER LYNN BUTTERFIELD	3675 AURORA DR CLARKSVILLE TN 37040 931 [REDACTED]	2505 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040
7. SAMANTHA G BYARD	101 WINSTON COURT CLARKSVILLE TN 37042 931 624 3460	672 N RIVERSIDE DR CLARKSVILLE TN 37040 931 647 5800
8. DON BYNUM	5572 RABBIT RUN TRAIL ADAMS TN 37010 555 [REDACTED]	127TH SOUTH THIRD STREET CLARKSVILLE TN 37040 931 643 9801
9. KEVIN T COOK	2234 TRENTON ROAD CLARKSVILLE TN 37040 931 220 3282	2234 TRENTON RD CLARKSVILLE TN 37040 931 494 0656
10. JARED [REDACTED]	265 [REDACTED] RD APT B2 CLARKSVILLE TN 37040 931 [REDACTED]	2050 LONESOME DR CLARKSVILLE TN 37040 931 [REDACTED]
11. ELIZABETH DAILEY	170 ALEXANDER BLVD CLARKSVILLE TN 37040 931 980 8387	3055 LEBANAN PIKE STE 1000 NASHVILLE TN 37214 615 932 2806
12. PATRICIA A EURE	2900 WOODLAWN RD WOODLAWN TN 37191 931 624 8935	1648 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931 472 0320

MONTGOMERY COUNTY CLERK  
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Fax 931-572-1104

Notaries to be elected August 10, 2015

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. SAMANTHA A FRAZIER	2207 MASON CT CLARKSVILLE TN 37043 931 237 3465	2250 WILMA RUDOLPH BLVD STE F CLARKSVILLE TN 37040 931 905 2244
14. ALLIE GARCIA	3300 JACKSON ROAD WOODLAND TN 37191 931 405 0873	1275 HUNTERFIELD DR ST 2 CLARKSVILLE TN 37040 931 430 1500
15. MICHELE L GIVENS	182 CUMMINGS CREEK RD CLARKSVILLE TN 37042 931 645 1696	2515 WILMA RUDOLPH BLVD CLARKSVILLE TN 37042 931 245 0034
16. AMY GLENNER	309 LYNWOOD CIR CLARKSVILLE TN 37040 740 407 2400	750 DUNLOP LN CLARKSVILLE TN 37040 931 906 0000
17. LESA S GODER	2158 WATERTOWN PLACE CLARKSVILLE TN 37043 931-645-5728	1850 BUSINESS PARK DRIVE SUITE CLARKSVILLE TN 37043 9312457002
18. MICHAEL D GOUGH	3101 WESTCHESTER DR CLARKSVILLE TN 37040 931 278 2299	125 MCADOO CREEK RD CLARKSVILLE TN 37043 9313582475
19. RACHEL GRAHAM	3656 KENDRA COURT SOUTH CLARKSVILLE TN 37040 615 714 1889	1430 MADISON STREET CLARKSVILLE TN 37040 931 552 6176
20. BEATRICE HARRIS	201 PINE BLVD CLARKSVILLE TN 37040 931 648 9024	931 430 1648
21. TAMMY HACKETT	609 EDINBURGH WAY CLARKSVILLE TN 37043 931 538 8444	5184 CALDWELL MILL RD STE 201 BIRMINGHAM AL 35244 205 980 2258
22. SANDRA HESTER	1250 OLD RACK RD CLARKSVILLE TN 37040 931 572 7930	2271 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 648 9000
23. AMBER R HULLETT	1465 MCDANIEL RD CLARKSVILLE TN 37043 931 278 7256	1465 MCDANIEL RD PO BOX 31584 CLARKSVILLE TN 37040 931 278 7256
24. JAMES HUNTER	2800 TROUBADOUR BLVD CLARKSVILLE TN 37040 931 656 9000	1100 BURNING TREE CITY RD CLARKSVILLE TN 37040 931 552 7100

MONTGOMERY COUNTY CLERK  
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Notaries to be elected August 10, 2015

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. LEIGH ANN MCCLURE	534 PAULA DRIVE CLARKSVILLE TN 37042 828 243 2913	1 PUBLIC SQUARE CLARKSVILLE TN 37040 931 221 4320
26. JESSICA WOODWARD	219 S. CENTRAL DR. # 307 CLARKSVILLE TN 37043 931 216 8116	133 FRANKLIN ST. CLARKSVILLE TN 37040 931 905 3000
27. DELIA MCGLOCKLIN	3854 HEAD RD ADAMS TN 37010 317 697 0950	3854 HEAD RD ADAMS TN 37010 317 697 0950
28. SEAN MCGLOCKLIN	3854 HEAD RD ADAMS TN 37010 317 413 0035	3854 HEAD RD ADAMS TN 37010 317 413 0035
29. CONNIE MCKENZIE	3841 ROWE LANE CLARKSVILLE TN 37040 931 553 2905	800 TINY TOWN RD CLARKSVILLE TN 37043 931 431 4040
30. PAULA MCGLOCKLIN	805 REVERA RD CLARKSVILLE TN 37043 931 601 8373	100 S SPRING ST CLARKSVILLE TN 37040 931 649 7438
31. JESSIE MERRIMAN	2830 PRINCE DR CLARKSVILLE TN 37043 931 220 6812	540 HERITAGE POINTE DR CLARKSVILLE TN 37042 931 905 6997
32. CORINNE MERRIMAN	218 FORT ST CLARKSVILLE TN 37040 931 221 2701	1806 OLD FORT ST CLARKSVILLE TN 37040 931 905 9802
33. WILLIAM V MOORE	144 RED HILL LANE BUMPUS MILLS TN 37028 931 305 1200	2220 WOODLAWN RD. WOODLAWN TN 37191 931-647-2099
34. PEGGY J PATRICK	100 SHADY MAPLE DR CLARKSVILLE TN 37043 931 358 3277	50 FRANKLIN ST CLARKSVILLE TN 37040 931 905 7832
35. ASHLEY RAYGOZA	157 DELMAR DRIVE CLARKSVILLE TN 37040 931 980 5381	2053 WILMA RUDOLPH BLVD ATE A CLARKSVILLE TN 37040 931 980 5381
36. WILLIAM RAYGOZA	1727 MERRITT DR CLARKSVILLE TN 37040 931 216 7445	325 CHURCH ST CLARKSVILLE TN 37040 931 624 7445

MONTGOMERY COUNTY CLERK  
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CLARKSVILLE TN 37040  
Telephone 931-648-5711  
Fax 931-572-1104

Notaries to be elected August 10, 2015

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
37. REBECCA A SEAY	408 FRANKLIN ST CLARKSVILLE TN 37040 931 338 3401	408 FRANKLIN STREET CLARKSVILLE TN 37040 931 552 3475
38. JESSICA L SHAW	415 E. HUNTER HILLS DR CLARKSVILLE TN 37040 931 216 7257	325 COMMERCE STREET CLARKSVILLE TN 37040 931 546 7129
39. SHARON R SHUTT	409 N BOREN ST SPRINGFIELD TN 37172 615-380-8366	309 POSTON ST. CLARKSVILLE TN 37040 931-647-2486
40. TERRY L. SHUTT	100 S SPRING STREET CLARKSVILLE TN 37040 931 547 3333	100 S SPRING ST CLARKSVILLE TN 37040 931 545 7430
41. CHARLENE B THOMASON	908 HUNTER LANE CLARKSVILLE TN 37043 931 338 6816	420 MADISON ST STE C CLARKSVILLE TN 37040 931 338 6816
42. REINA ANN WALTERS	2872 JACK TRADLEY RD PLEASANT VIEW TN 37146 821-217-8849	2816 WILMA BLOGLIN BLVD CLARKSVILLE TN 37040 931 246 0094
43. CRAIG WARNER	1588 ELBERTA DR CLARKSVILLE TN 37042 954 494 1800	2965 FT CAMPBELL BLVD STE 600 CLARKSVILLE TN 37042 931 546 4001
44. JERRY L. WATSON	327 TURNER BLVD CLARKSVILLE TN 37043 931 302 8888	

## County Clerk's Report

On Motion to Adopt by Commissioner Genis, seconded by Commissioner Gannon, 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	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 20   Abstentions - 0   Noes - 0

ABSENT: Ed Baggett (1)

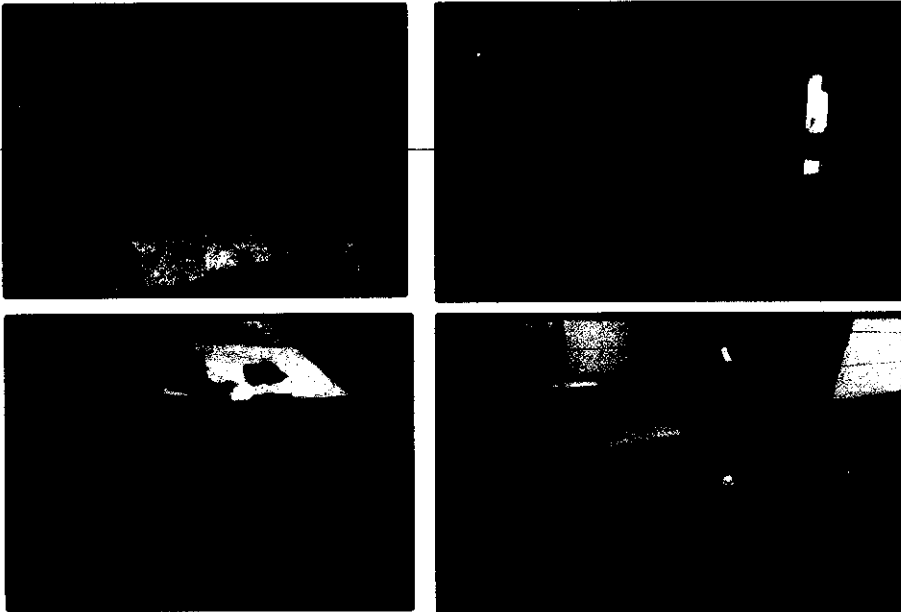
## Unfinished Business

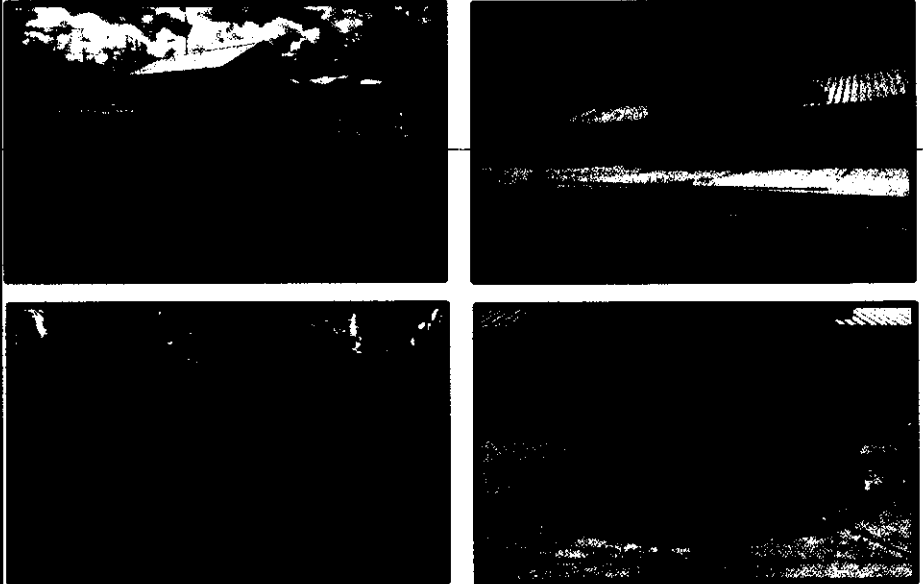
Commissioner Harper objected to the hiring of Thurman Campbell Group, without any bids, to do an internal audit for the county.

Mayor Durrett gave an update on Commissioner Baggett.





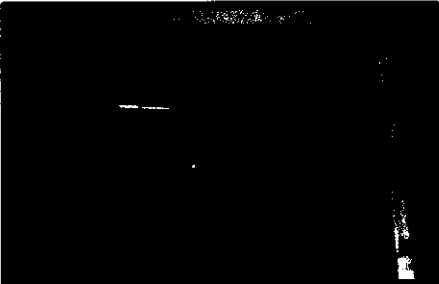

## CAPITAL PROJECTS - AUGUST 2015 - CONSTRUCTION UPDATE REPORT





Project Name: <b>Public Safety Retaining Wall Reinforcements</b>	Architect/Engineer: K&S Engineering	General Contractor: Neely Engr & Contracting
Project Status: Construction	Contract Date:	Contract Completion Date: 11/3/2015
Budget: \$70,000	Current Contract Amount: \$28,188	Percent Complete: 95%
Comments: <ul style="list-style-type: none"> <li>Retaining wall between Public Safety and Museum has been reinforced with additional support walls due to movement in the existing wall.</li> <li>Work completed on back side of wall to redirect water away. Added bollard protection.</li> </ul>		
		

Project Name: <b>RichEllen Park Phase 2</b>	Architect/Engineer: SSR	General Contractor: Alliance Corporation
Project Status: In Construction	Contract Date: 4/29/2014	Contract Completion Date: 06/15/2015
Budget: \$6,900,000	Current Contract Amount: \$6,531,178	Percent Complete: 95%
Comments: <ul style="list-style-type: none"> <li>Contractor's final push to completion will be continuing for the next month into September.</li> <li>Liquidated Damages are being imposed on the contractor due to the delayed completion.</li> <li>We look forward to opening our new park to the public at the grand opening.</li> </ul>		
		



## CAPITAL PROJECTS - AUGUST 2015 - CONSTRUCTION UPDATE REPORT

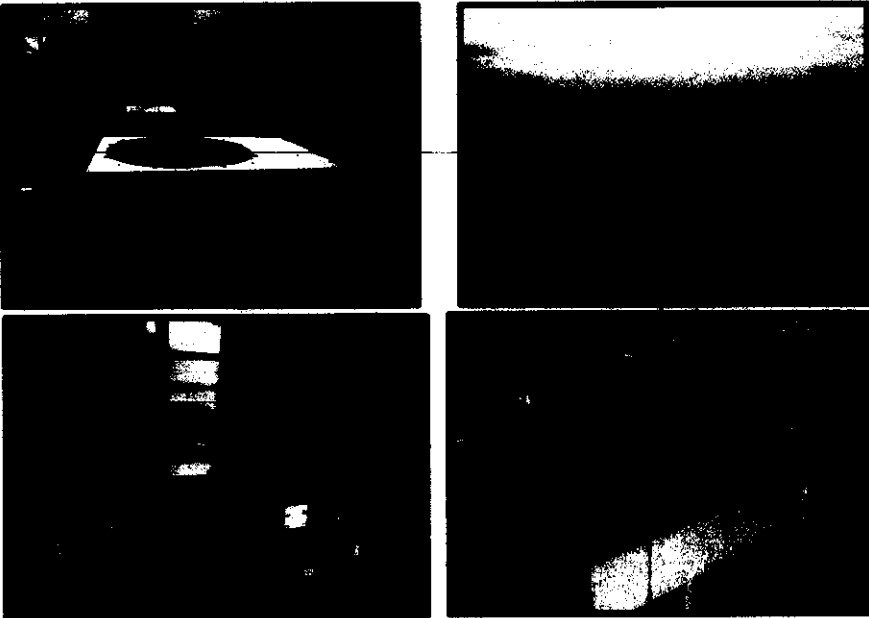
<b>Project Name:</b> EMS St.21 Peachers Mill	<b>Architect/Engineer:</b> Violette Architecture	<b>General Contractor:</b> Carter Douglas
<b>Project Status:</b> In Construction	<b>Contract Date:</b> 1/29/2015	<b>Contract Completion Date:</b> 10/03/2015
<b>Budget:</b> \$464,890	<b>Current Contract Amount:</b> \$408,700	<b>Percent Complete:</b> 75%
<b>Comments:</b> <ul style="list-style-type: none"> <li>• Project likely to be completed by end of August or beginning of September.</li> <li>• Bay extension has been completed and finalizing the personnel room extnesion.</li> </ul>		
 		
 		


<b>Project Name:</b> EMS St.30 Int. Blvd.	<b>Architect/Engineer:</b> Violette Architecture	<b>General Contractor:</b> Southland Constructors
<b>Project Status:</b> In Construction	<b>Contract Date:</b> 1/8/2015	<b>Contract Completion Date:</b> 10/30/2015
<b>Budget:</b> \$1,400,000 (County)	<b>Current Contract Amount:</b> \$1,270,305	<b>Percent Complete:</b> 70%
<b>Comments:</b> <ul style="list-style-type: none"> <li>• Project still on track to be completed before the end of October.</li> <li>• Interior work ongoing and progressing well.</li> <li>• Exterior finish grading and concrete drives to begin this month.</li> </ul>		
 		
 		





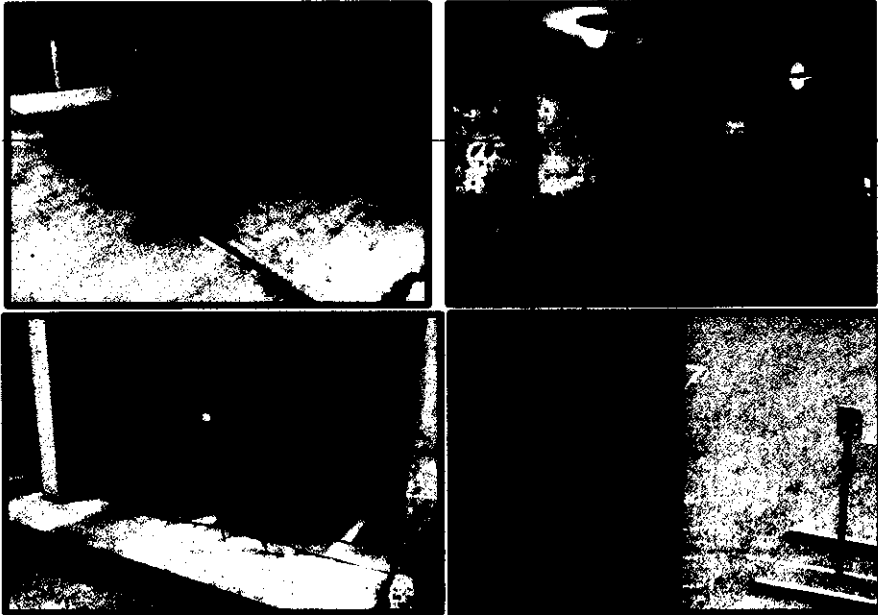
### CAPITAL PROJECTS - AUGUST 2015 - CONSTRUCTION UPDATE REPORT

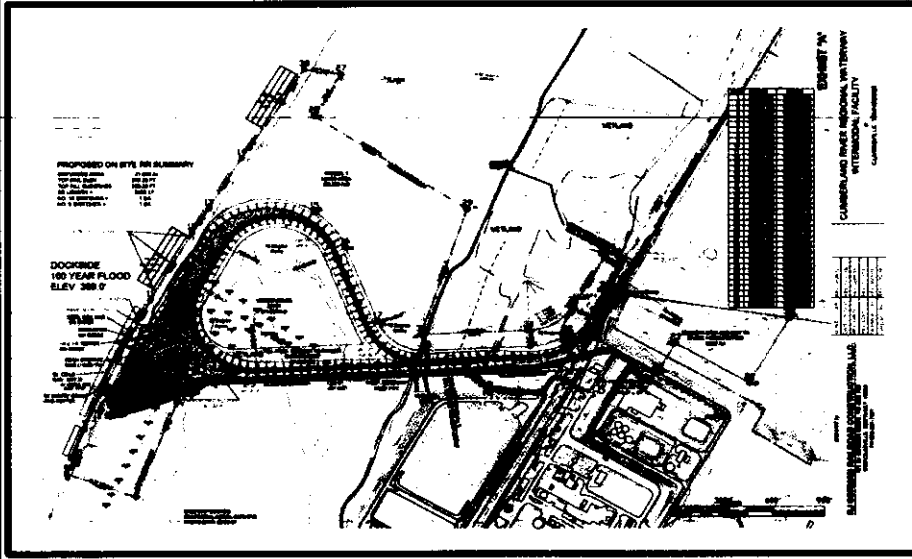
<b>Project Name:</b> Public Safety HVAC Renov	<b>Architect/Engineer:</b> WBW Engineering	<b>General Contractor:</b> TBD
<b>Project Status:</b> Design	<b>Contract Date:</b> TBD	<b>Contract Completion Date:</b> Winter 2015/2016
<b>Budget:</b> \$800,000.00	<b>Current Contract Amount:</b> \$	<b>Percent Complete:</b> 80%
<b>Comments:</b> <ul style="list-style-type: none"> <li>• Project design is being finalized to replace all HVAC units at Public Safety Complex.</li> <li>• Project scheduled to bid Aug/Sept 2015.</li> <li>• Construction will be ongoing from Sept thru January.</li> </ul>		
		

<b>Project Name:</b> Jail Roof Replacement	<b>Architect/Engineer:</b> Lyle Cook Martin	<b>General Contractor:</b> TBD
<b>Project Status:</b> Bidding	<b>Contract Date:</b> TBD	<b>Contract Completion Date:</b> Fall 2015
<b>Budget:</b> \$500,000	<b>Current Contract Amount:</b> \$	<b>Percent Complete:</b> 0%
<b>Comments:</b> <ul style="list-style-type: none"> <li>• Project is currently advertising for bids.</li> <li>• Entire roof system is proposed to be removed and reinstalled under this project. Project to be completed before winter.</li> </ul>		
		



## CAPITAL PROJECTS - AUGUST 2015 - CONSTRUCTION UPDATE REPORT

<b>Project Name:</b> Jail Parking Garage	<b>Architect/Engineer:</b> BWSC	<b>General Contractor:</b> TBD
<b>Project Status:</b> Design	<b>Contract Date:</b>	<b>Contract Completion Date:</b> Summer 2016
<b>Budget:</b> \$1,800,000.00	<b>Current Contract Amount:</b> \$	<b>Percent Complete:</b> 95%
<b>Comments:</b> <ul style="list-style-type: none"> <li>• Concrete Deck Renovation design is being finalized.</li> <li>• Project to be bid early 2016 to be ready for spring construction temperatures.</li> </ul>		
		

<b>Project Name:</b> Cumberland River Port	<b>Architect/Engineer:</b>	<b>General Contractor:</b> R.J. Corman
<b>Project Status:</b> Environmental/Contract	<b>Contract Date:</b>	<b>Contract Completion Date:</b>
<b>Budget:</b> \$6 mil grant + \$1.5 mil private	<b>Current Contract Amount:</b> \$	<b>Percent Complete:</b> %
<b>Comments:</b> <ul style="list-style-type: none"> <li>• Currently working with TDOT Local Programs and Legal to finalize Contracts &amp; Lease.</li> <li>• RJ Corman is progressing with Environmental Phase under their own cost.</li> <li>• Construction commencement date currently unknown.</li> </ul>		
		



## CAPITAL PROJECTS - AUGUST 2015 - CONSTRUCTION UPDATE REPORT

<b>Project Name:</b> Lafayette Road	<b>Architect/Engineer:</b> Gresham, Smith & Partners	<b>General Contractor:</b> TBD
<b>Project Status:</b> Design/Environmental	<b>Contract Date:</b> TBD	<b>Contract Completion Date:</b> N/A
<b>Budget:</b> \$1,397,000	<b>Current Contract Amount:</b> \$	<b>Percent Complete:</b> 15%
<b>Comments:</b> <ul style="list-style-type: none"> <li>Environmental research has been started for 4 lane section from Walnut Grove Rd to Ft. Campbell limits.</li> <li>Awaiting request for additional FLAP Grant funding.</li> </ul>		

<b>Project Name:</b> Oakland Road	<b>Architect/Engineer:</b> Neel Schaffer	<b>General Contractor:</b> TBD
<b>Project Status:</b> ROW Acquisition	<b>Contract Date:</b> TBD	<b>Contract Completion Date:</b> TBD
<b>Budget:</b> \$1,720,000	<b>Current Contract Amount:</b> \$	<b>Percent Complete:</b> 0%
<b>Comments:</b> <ul style="list-style-type: none"> <li>ROW acquisition was postponed due to re-evaluation of Environmental limits.</li> <li>ROW appraisals came in favorable and additional ROW is being requested to accommodate a future widening of this section of roadway.</li> <li>Moving from a 60' ROW to a 92' ROW with only 0.2 Acres more land to acquire.</li> <li>Construction to possibly begin next summer pending ROW acquisition phase.</li> </ul>		



## CAPITAL PROJECTS - AUGUST 2015 - CONSTRUCTION UPDATE REPORT

Project Name: <b>EMS Station 31</b>	Architect/Engineer: Violette Architecture	General Contractor: TBD
Project Status: Pre-Design	Contract Date: TBD	Contract Completion Date: N/A
Budget: \$115,000 (Design)	Current Contract Amount: \$	Percent Complete: N/A
Comments: • Coordinating with Architect to receive Proposal for services. •		

Project Name: <b>Greenway</b>	Architect/Engineer: Clarks & Associates	General Contractor: TBD
Project Status: Pre-Design	Contract Date: TBD	Contract Completion Date: TBD
Budget: \$110,000 (Design)	Current Contract Amount: \$	Percent Complete: N/A
Comments: • Coordinating with Architect to receive Proposal for services. •		

Project Name: <b>Old Career Center Renovation</b>	Architect/Engineer: Lyle Cook Martin	General Contractor: TBD
Project Status: Pre-Design	Contract Date: TBD	Contract Completion Date: N/A
Budget: \$725,000.00	Current Contract Amount: \$	Percent Complete: N/A
Comments: • Coordinating with Architect to receive Proposal for services. •		

Project Name: <b>Courts Center Renovation</b>	Architect/Engineer: Rufus Johnson	General Contractor: TBD
Project Status: Pre-Design	Contract Date: TBD	Contract Completion Date: TBD
Budget: \$200,000 (Design)	Current Contract Amount: \$	Percent Complete: N/A
Comments: • Coordinating with Architect to receive Proposal for services. •		

MONTGOMERY COUNTY HIGHWAY DEPT.		INVENTORY - JULY 1, 2014 THUR JUNE 30, 2015	
NO.	BUILDING	VALUE	
1	MAIN OFFICE	\$496,080.00	
2	TILE SHED	\$35,712.00	
3	TRUCK SHED 22 STALLS	\$52,528.00	
4	MISCELLANEOUS SHED	\$2,928.00	
5	MISCELLANEOUS SHED	\$7,466.00	
6	EQUIPMENT SHED	\$25,838.00	
7	NEW FENCE AROUND SALT SHED	\$6,520.00	PURCHASED 6-30-83
8	SALT SHED	\$138,000.00	PURCHASED 12-1-2000
9	J & M 20 X 20 ONE COLUMN CANOPY WITH 2 CANOPY LIGHTS LAND (900' FRONTAGE @ \$75.00)	\$6,811.00	PURCHASED 9/21/98 - NASHVILLE EQUIPMENT CO.
10	NEW ADDITION TO BUILDING - FOREMAN ROOM 08-07	\$87,500.00	
11	8-STALL NEW EQUIPMENT SHED DEC. 2004/2005	\$23,105.47	REVISED BY KATHY ON 9/3/2009
12	NEW SALT SHED AT MCHS SCHOOL 2007	\$27,808.00	PURCHASED 6-30-2005
13	FENCE FOR SALT SHED AT MCHS SCHOOL 2008	\$37,201.09	PURCHASED - PIONEER STEEL & GERDAU AMERISTEEL
14	NEW OUTSIDE PAVILLION 2008	\$4,100.00	PURCHASED - STREIGHT LINE FENCE
15	KITCHEN RENOVATION'S 2008	\$5,389.45	PURCHASED-2008-2009
16	LIBERTY SALT SHED 2010	\$6,314.62	PURCHASED- 8/14/2008-2009
17	7-STALL EQUIPMENT SHED 2010	\$69,703.75	PURCHASED-4-28-09 PIONEER STEEL & GERDAU AMERISTEEL
18	NEW SALT SHED AT MT. CARMAL SCHOOL 2012/2013	\$10,786.93	PURCHASED-4-6-10
19	TRUCK SHED 2015	\$90,234.78	PURCHASED-PIONEER STEEL & GERDAU AMERISTEEL
20	COLD MIX SHED 2015 MATERIALS	\$18,399.56	
		\$39,562.21	PURCHASED - PIONEER STEEL & GERDAU AMERISTEEL
	TOTAL	\$1,167,988.86	
2	OFFICE EQUIPMENT/ FURNITURE		
	ACCOUNTING OFFICE		
1	BOSTON HEAVY DUTY ELECTRIC STAPLER HALL CLOSET	\$39.99	PURCHASED 4/28/98 - OFFICE MAX
1	STEEL SORTING FILE UPSTAIRS	\$70.00	PURCHASED 4/21/93 - CENTRAL STORES
1	3204 PS MOBILE PRINTER STAND - MAHOGANY UPSTAIRS	\$254.00	PURCHASED 3/20/91 - OFFICE MACHINE & EQUIPMENT CO.
4	4 DRAWER LETTER FILE CABINETS - (002873,002872,002871,002874)	\$500.00	
1	STANLEY BOSTITCH STAPLER	\$8.02	PURCHASED 9/18/98 - CENTRAL STORES
1	CANNON CALCULATOR MODEL # MP27D11 SN# EZ6-3885 B448	\$79.95	PURCHASED 9/29/14 - MOORE'S OFFICE SUPPLY
1	4 DRAWER LEGAL FILE CABINET HON PUTTY		
1	HOLE PUNCH HEAVY DUTY MODEL# 74450 2006	\$79.89	PURCHASED 5/8/06 - MOORES OFFICE SUPPLY
1	SB-73 OXBLOOD OFFICE CHAIRS 2006	\$220.00	PURCHASED 5/5/06 - MOORES OFFICE SUPPLY
1	18 X 48 TABLE BROWN W/ SHELF 2006	\$115.20	PURCHASED 5/31/06 - MOORES OFFICE SUPPLY
1	18 X 48 TABLE BROWN W/ SHELF 2007	\$120.00	PURCHASED 5/3/07 - MOORES OFFICE SUPPLY
1	AIR PURIFIER - HUNTER MINI TOWER AIR PURIFIER 2006	\$79.98	PURCHASED 11/16/06 - LOWES
1	FELLOWS INTELLESHREAD SB-99CI SER # FEL3229901 2009	\$250.53	PURCHASED 3/19/09- AMERICAN PAPER & TWINE CO.
1	PANASONIC ELECTRIC PENCIL SHARPNER MODEL KP-310 S/N 701083 MT KATHYS OFFICE	\$19.99	PURCHASED 4/10/97 - OFFICE MAX
1	18 X 48 TABLE BROWN W/ SHELF 2009	\$139.80	PURCHASED 9/23/09 - MOORES OFFICE SUPPLY
1	BLACK OFFICE CHAIR PRODUCT ID # 392830 2012	\$199.97	PURCHASED 10/31/12 - OFFICE DEPOT
1	BROTHER INTELLIFAX 4100E FAX MACHINE SER # L2J418695 2013	\$359.00	PURCHASED 5/20/13 - MOORES OFFICE SUPPLY
1	BROTHER TYPEWRITER MODEL # EM530 S/N G48944092 UPSTAIRS NOW	\$390.00	PURCHASED 2/9/05 - MOORE'S OFFICE SUPPLY
1	HON 4 DRAWER FILE CABINET LIGHT GRAY 2014	\$189.50	PURCHASED 1/7/14 - MOORES OFFICE SUPPLY
1	20/20 L - 3 HOLE PUNCH	\$16.99	PURCHASED 4/28/98 - OFFICE MAX
	TOTAL	\$3,132.81	

MONTGOMERY COUNTY HIGHWAY DEPT.		INVENTORY - JULY 1, 2014 THUR JUNE 30, 2015		2
3	PURCHASING OFFICE			
1	OFFICE CLOCK		\$12.97	PURCHASED 3/2/93 - WALMART
1	OAK COMPUTER STAND		\$308.00	PURCHASED 3/20/91 - OFFICE MACHINE & EQUIPMENT
1	E4-3204 OAK PRINTER STAND		\$225.00	PURCHASED 2/11/92 - OFFICE MACHINE & EQUIPMENT
1	E4-24-3086 LP LEFT PED. - RIGHT RETURN SECRETARY DESK		\$673.50	PURCHASED 3/03/93 - OFFICE FURNITURE STORE
1	40700 FELLOW COMPUTER FORMS BIN CATCHER		\$32.92	PURCHASED 3/25/99 - MOORE'S OFFICE SUPPLY
1	3203MS OAK COMPUTER STAND W/ 3203 EW OAK EXTENSION	TILE SHED	\$308.00	PURCHASED 2/28/91 - OFFICE MACHINE & EQUIPMENT
1	CANNON CALCULATOR MODEL # MP11DX S/N 21419644	KAYS 2013	\$79.95	PURCHASED 5/28/13 - MOORE'S OFFICE SUPPLY
4	LETTER SIZE - 4 DRAWER FILE CABINETS, ALMOND BA 60188N		\$301.47	
1	DESK CHAIR MAT		\$29.99	PURCHASED 4/10/97 - OFFICE MAX
1	GUEST ARM CHAIR, CRANBERRY X6444870M	UPSTAIRS	\$278.00	PURCHASED 6/11/92 - OFFICE FURNITURE STORE
1	T52032 TYPEWRITER STAND		\$55.00	PURCHASED 9/18/96 - OFFICE FURNITURE STORE
1	WALLMOUNT LEGAS SIZE FILE SYSTEM		\$19.99	PURCHASED 7/18/97 - OFFICE MAX
1	MONROE CALCULATOR MODEL# 6120 S/NT00700998	BACK DESK	\$89.95	PURCHASED 5/5/11 - MOORE'S OFFICE SUPPLY
1	BROTHER, MODEL EM605, S/N F43922057, TYPEWRITER	UPSTAIRS NOW	\$299.00	PURCHASED 7/22/94 - MOORE'S OFFICE SUPPLY
3	SB-73 OXBLOOD OFFICE CHAIRS	2006	\$220.00	PURCHASED 5/5/06 - MOORE'S OFFICE SUPPLY
1	HP P2015 LASER JET PRINTER S/N # CNB1P28131	2007 & PRINTER CABLE	\$273.98	PURCHASED 10/4/07 - SOUTHERN COMPUTER WAREHOUSE
1	HON DESK & RETURN	2008 BACK DESK	\$774.00	PURCHASED 5/27/08 - RADFORDS OFFICE
1	BROTHER EM-430 ELECTRIC TYPEWRITER	S/N C58910845	\$325.00	PURCHASED 6/19/03 - MOORE'S OFFICE EQUIPMENT
1	BLACK OFFICE CHAIR PRODUCT ID # 392830	2012 MARTHA'S	\$199.97	PURCHASED 10/31/12 - OFFICE DEPOT
1	PUDDY 4- DRAWER LOCKING FILE CABINET MOD # OID-MF1164PTY	2015	\$194.50	PURCHASED 3/31/15 - MOORE'S OFFICE SUPPLY
	TOTAL		\$4,701.19	
4	EXECUTIVE SECRETARY OFFICE			
1	HON 7707 GRAY SECRETARY CHAIR WITH ARMS	MIKE'S COMPUTER DESK	\$259.00	PURCHASED 11/6/96 - OFFICE FURNITURE STORE
1	PELOUZE POSTAGE SCALES S/N 1150089		\$109.99	PURCHASED 4/10/97 - OFFICE MAX
1	MONROE 6120 CALCULATOR S/N NL5301794	2006	\$79.95	PURCHASED 5/25/06 - MOORE'S OFFICE SUPPLY
1	PC STAND & SHELF		\$206.40	PURCHASED 3/24/94 - RADFORD'S OFFICE TECHNOLOGY
1	4 DRAWER LETTER FILE CABINET, HON, ALMOND, (005909)		\$99.99	PURCHASED 9/17/97 - OFFICE MAX
1	MAHOGANY DESK 39X72 VB323672 LPMH		\$498.50	PURCHASED 1/13/05 - MOORE'S OFFICE SUPPLY
1	MAHOGANY LEFT RETURN 24X54 VB322454 LRMH	OTHER COMPUTER DESK	\$399.50	PURCHASED 1/13/05 - MOORE'S OFFICE SUPPLY
1	SONY CASSETTE RECORDER TCM929	SAFE	\$26.99	PURCHASED 8/15/05 - MOORE'S OFFICE SUPPLY
1	GBC PAPER TRIMMER MODEL # CL100		\$35.64	PURCHASED 9/13/05 - MOORE'S OFFICE SUPPLY
1	4 DRAWER LETTER FILE CABINET, OFFICE DIMENSIONS-PUTTY-ODMF1164PTY		\$149.50	PURCHASED 7/28/05 - MOORE'S OFFICE SUPPLY
1	SWINGLINE ELECTRIC STAPLER MODEL 211XX	IN HALL CABINET	\$24.99	PURCHASED 4/28/98 - OFFICE MAX
1	SMALL WOODEN SECRETARIAL DESK	UPSTAIRS	\$0.00	SURPLUS
1	HON 7707AB62T SER# CBFL 4N SECRETARY CHAIR WITH ARMS	2006	\$248.00	PURCHASED 5/10/06 - MOORE'S OFFICE SUPPLY
1	SANYO XACTI DIGITAL CAMERA MODEL # VPC-S5 SER# 90350319	IN SAFE	\$204.97	PURCHASED 5/11/06 - THE RIGHT PLACE
2	SB-73 OXBLOOD OFFICE CHAIRS	2006	\$220.00	PURCHASED 5/5/06 - MOORE'S OFFICE SUPPLY
1	UNIVERSAL 9 LAMINATOR MODEL # 84526 S/N # TL08065H	2008 IN SAFE	\$114.75	PURCHASED 5/28/08 - MOORE'S OFFICE SUPPLY
1	REALSPACE PRO 3000 CUSTOM FIT FABRIC CHAIR # 996190	2011	\$142.49	PURCHASED 4/7/11 - OFFICE DEPOT
1	3203MS MAHOGANY COMPUTER STAND W/3203 EW EXTENSION		\$308.00	PURCHASED 2/28/91 - OFFICE MACHINE & EQUIPMENT
2	HON 4-DRAWER FILE CABINET PUTTY	2014	\$379.00	PURCHASED 1/7/14 - MOORE'S OFFICE SUPPLY
1	FELLOWS PC80-2 PAPER SHREDDER		\$99.99	PURCHASED 6/9/05 - MOORE'S OFFICE SUPPLY
1	MONROE CALCULATOR MODEL # 7100 S/N # AK030396	ST. AID- BEHIND SONJA'S DESK	\$158.00	PURCHASED 8/18/04 - MOORE'S OFFICE SUPPLY
	TOTAL		\$3,766.65	

MONTGOMERY COUNTY HIGHWAY DEPT.		INVENTORY - JULY 1, 2014 THUR JUNE 30, 2015		3
<b>5</b>	<b>MISCELLANEOUS FRONT OFFICE</b>			
1	V-119RT VALCOM BELL BUZZ INTERCOM UPSTAIRS	\$169.00	PURCHASED 10/8/97 - GRAYBAR ELECTRIC	
1	LABELING SYSTEM - IN SAFE	\$129.00	PURCHASED 4/10/97 - OFFICE MAX	
1	ADULT BLOOD PRESSURE CUFF & STETHOSCOPE - OFFICE SAFE	\$53.72	PURCHASED 6/08/94 - WARREN'S APOTHECARY	
1	A T & T ANSWERING MACHINE, S/N 91201H - CABINET IN HALL	\$49.96	PURCHASED 3/03/93 - LOWE'S	
1	GE 1.8 CF MICROWAVE MODEL# JE1840WB S/N# LV908718K - KITCHEN	\$139.00	PURCHASED 1/19/00 - LOWE'S	
1	GE REFRIGERATOR MODEL GTS18HCMFRWW S/N TD769593	\$340.00	PURCHASED 1/30/03 - SKINNER'S	
1	ADLER ROYAL 10011 P.D. SER# 4181962	\$89.95		
1	BUNN MODEL COFFEE MAKER - KITCHEN 2007	\$109.99	PURCHASED 9/27/07 - HARDWARE CITY	
1	SHOP- VAC MODEL # 487S550A 5 GAL 2015	\$153.01	PURCHASED 2/18/15 - LOWES	
1	GE 30" SMOOTH TOP ELECTRIC RANGE MOD# JB820DRWW 2012	\$557.55	PURCHASED 11/28/12 - H H GREGG	
	OFFICE TELEPHONES	\$3,283.00	PURCHASED 6/15/07 - DIGITEL	
	<b>TOTAL</b>	<b>\$6,074.18</b>		
<b>6</b>	<b>GENERAL FOREMAN OFFICE</b>			
1	HON 2401 GRAY CHAIR WITH ARMS UPSTAIRS	\$234.00	PURCHASED 6/28/94 - OFFICE FURNITURE STORE	
1	WOODEN DESK WITH LEFT RETURN	\$0.00	SURPLUS	
1	0120-0284 BLACK HON 4 DRAWER FIFLE CABINET	\$149.99	PURCHASED 7/26/00 - OFFICE MAX	
1	UTILITY CART	\$39.99	PURCHASED 3/30/95 - CENTRAL STORES	
1	STOOL FOR DRAFTING TABLE	\$79.00		
1	4 DRAWER LEGAL FILE CABINET HON BLK	\$139.95		
1	HAND CALCULATOR	\$62.00		
1	14 OZ PLUMB BOB SHEATH	\$109.00	PURCHASED 12/2/94 - NASHVILLE BLUE PRINT	
1	PROVIEW WEATHER MONITOR S/N# 39096738U	\$133.69	PURCHASED 10/22/03 - CDW.G GOVERNMENT INC.	
1	4 DRAWER LETTER FILE CABINET BLACK ODMF1164BLK OFFICE DIMENSION	\$159.50	PURCHASED 1/13/05 - MOORES OFFICE SUPPLY	
1	4 DRAWER LEGAL- HON BLK			
1	4 DRAWER LETTER FILEX BLK			
1	4 DRAWER LETTER HON BLK			
1	4 DRAWER LETTER FILING CABINET BLK. 2007 BEHIND DOOR	\$169.00	PURCHASED 12/5/07 - MOORES OFFICE	
1	BLACK LEATHER MID BACK CHAIR S/N RSL-1039S8LA 2010	\$109.95	PURCHASED 2/17/10 - MOORES OFFICE EQUIPMENT	
1	20/20 L - 3 HOLE PUNCH	\$16.99	PURCHASED 4/28/98 - OFFICE MAX	
	<b>TOTAL</b>	<b>\$1,403.06</b>		
<b>7</b>	<b>ENGINEER'S OFFICE</b>			
1	DOMAIN DESIGNER SUITE	\$909.51	PURCHASED 1/15/01 - G S DIRECT	
1	SARATOGA COMPUTER DESK	\$199.00	PURCHASED 1/28/99 - OFFICE MAX	
1	SARATOGA COMPUTER DESK HUTCH	\$99.99	PURCHASED 1/28/99 - OFFICE MAX	
1	2 DRAWER - LETTER SIZE FILING CABINET	\$84.99	PURCHASED 3/12/99 - OFFICE MAX	
2	DESK LAMP	\$9.99	PURCHASED 3/12/99 - OFFICE MAX	
1	SAFECO 38/48 FLAT FILE	\$1,366.80	PURCHASED 3/31/99 - NASHVILLE BLUE PRINT	
1	SAFECO 20" OPER BASE	\$213.60	PURCHASED 3/31/99 - NASHVILLE BLUE PRINT	
1	4 DRAWER LETTER FILE CABINET WITH LOCK	\$112.98	PURCHASED 9/23/97 - OFFICE MAX	
3	DRAFTING CHAIR	\$99.99	PURCHASED 7/29/97 - OFFICE MAX	
1	7901 PNEUMPTIC CHAIR, GRAY	\$139.00	PURCHASED 3/1/93 - OFFICE FURNITURE STORE	
1	SUNDRY SURVEYING & DRAFTING SUPPLIES	\$225.00		
1	TOP 56212 HAND LEVEL - 2X MAGNIFICATION	\$66.30	PURCHASED 8/4/98 - ADVANCE SURVEY EQUIPMENT	
1	TC56064 LEVEL, ATG4 AUTOMATIC 28X, S/N DD3222 UPSTAIRS ENGINEERING OFFICE	\$725.00	PURCHASED 9/26/96 - EARL DUDLEY ASSOCIATES, INC.	
1	LA918866 GST05 A TRIPOD	\$100.00	PURCHASED 9/26/96 - EARL DUDLEY ASSOCIATES, INC.	
1	900004 25' LEVEL ROD	\$127.08	PURCHASED 11/02/88	
2	SECTION RANGE POLE			
1	PLUMBING BOBS 14 OZ. DOWNSTAIRS ENG. OFFICE	\$109.00	PURCHASED 12/02/94 - NASHVILLE BLUE PRINT	
1	NIKON DTM - A10 - USED, S/N 210119	\$2,990.00	PURCHASED 6/24/97 - HAYES INSTRUMENT COMPANY	
1	TILTING PRISM	\$111.60	PURCHASED 6/26/97 - HAYES INSTRUMENT COMPANY	
1	PRISM ROD - 8' - GRADUATED TRU LOCK PRECISE TIP	\$93.00	PURCHASED 6/26/97 - HAYES INSTRUMENT COMPANY	
1	FS/2 - PC CABLE	\$18.60	PURCHASED 6/26/97 - HAYES INSTRUMENT COMPANY	
1	554012 ROD LEVEL (2) -	\$30.50	PURCHASED 12/16/98 - HAYES INSTRUMENT COMPANY	
1	METAL DETECTOR & SIGNAL CLCAMP	\$1,830.00	PURCHASED 12/07/94 - NASHVILLE BLUE PRINT	

MONTGOMERY COUNTY HIGHWAY DEPT.		INVENTORY - JULY 1, 2014 THUR JUNE 30, 2015		4
1	RAC PLUS 1 SER# P23189 MODULAR DISTANCE SENSOR MOD# 0905- CHUCK FROST TRK	\$560.00	PURCHASED 2/16/06 - JAMAR TECHNOLOGIES, INC.	
1	DIGI ROLLER PLUS II MODEL 8425 DIGITAL MEASURING WHEEL CHUCK FROST	\$141.74	PURCHASED 2/17/06 - ENGINEERSUPPLY	
1	RAC PLUS 1 DMI W/VEH. KIT & MODULAR SE S/N P-31370 TRUCK # 168 B. KNIGHT	\$595.00	PURCHASED 8/20/09 - JAMAR TECHNOLOGIES, INC.	
1	RAC PLUS 1 DMI W/VEH. KIT & MODULAR SE S/N P-31371 MONTY FLEET TRUCK # 114	\$595.00	PURCHASED 8/20/09 - JAMAR TECHNOLOGIES, INC.	
1	KESON MODEL MP401E DIGITAL MEASURING WHEEL S/N 4-21-14 MIKE FROST 2014	\$149.82	PURCHASED 4/10/14 - ENGINEER SUPPLY	
1	KESON MODEL MP401E DIGITAL MEASURING WHEEL S/N 3-16-75 MONTY FLEET 2014	\$149.82	PURCHASED 4/10/14 - ENGINEER SUPPLY	
1	DIGI ROLLER PLUS II MODEL 8458 DIGITAL MEASURING WHEEL STAYTON BLACK TRUCK #174	\$124.99	PURCHASED 4/14/11 - ENGINEER SUPPLY	
1	MONROE CALCULATOR MODEL# 6120 S/N NJ118789 UPSTAIRS OFFICE	\$79.95	PURCHASED 6/23/05 - MOORE'S OFFICE SUPPLY	
1	RAC+1-MAG-K SER # P-35846 RAC PLUS 1 W/VEHICLE KIT & MAG SENSOR TRK # 101 MIKE FROST	\$839.37	PURCHASED 7/18/11 - JAMAR TECHNOLOGIES INC.	
1	TOPCON LEVEL, MOD# AT-B4, 24X 80909 SER # JX5502 2013	\$295.00	PURCHASED 7/28/13 - HAYES INSTRUMENT CO. INC.	
1	BLACK LOCKING CABINET 2014	\$225.00	PURCHASED 1/7/14 - MOORES OFFICE SUPPLY	
TOTAL		\$13,217.22		
8	SUPERVISOR'S OFFICE			
1	HIGHPOINT TRM 30-31 EXECUTIVE DESK	\$559.99	PURCHASED 6/28/94 - OFFICE FURNITURE STORE	
1	WALL CLOCK	\$12.97	PURCHASED 11/12/92 - WALMART	
2	GUEST ARM CHAIRS, CRANBERRY X6444870M FOREMANS ROOM	\$278.00	PURCHASED 6/11/92 - OFFICE FURNITURE STORE	
1	COMPUTER ARMOIRE	\$149.99	PURCHASED 3/25/99 - OFFICE MAX	
2	GUEST ARM CHAIRS, WOODROSE X6444870M 1- PURCHASING OFFICE 1- FOREMANS ROOM	\$278.00	PURCHASED 6/11/92 - OFFICE FURNITURE STORE	
1	44902BW69T HON CHAIR, MID. BACK	\$355.00	PURCHASED 4/8/02 - MOORES OFFICE SUPPLY	
1	SANYO 24" FLAT SCREEN TV MODEL# DS24425 SER# V5470306118992 2006	\$178.74	PURCHASED 1/23/06 - WAL-MART	
4	SB-73 OXBLOOD OFFICE CHAIRS 2006	\$440.00	PURCHASED 5/5/06 - MOORES OFFICE SUPPLY	
3	HON 4 DRAWER FILING CABINETS BLACK MODEL # H414PP STOCK # 124993 2011	\$554.97	PURCHASED 3/29/11 - MOORES OFFICE SUPPLY	
TOTAL		\$2,807.66		
9	CONFERENCE ROOM & FOREMANS ROOM			
1	WALTHAM WALL CLOCK	\$19.97	PURCHASED 3/3/93 - K-MART	
5	SWIVEL TILT - ARM CHAIRS - DARK BROWN 4 - UPSTAIRS 1- PARTS ROOM	\$1,120.83	PURCHASED 5/7/92 - ATD AMERICAN COMPANY	
1	WOODEN CONFERENCE TABLE	\$300.00		
8	WOODEN CHAIRS EXECUTIVE 1- IN TILE SHED	\$100.00		
6	SB-74 OXBLOOD CHAIRS WITH CASTERS 2006	\$750.00	PURCHASED 5/10/06 - MOORES OFFICE SUPPLIES	
1	DECATUR HOUSE DH1408 NT 2006	\$669.00	PURCHASED 6/30/06 - MOORES OFFICE SUPPLIES	
TOTAL		\$2,959.80		
10	ASSISTANT SUPERVISOR'S OFFICE			
1	WOODEN EXECUTIVE DESK	\$125.00		
1	4 DRAWER LETTER SIZE FILE CABINET HON	\$225.90		
1	4- DRAWER LEGAL FILE 25# ODMF1174BLK	\$159.50	PURCHASED 1/13/05 - MOORE'S OFFICE SUPPLY	
1	BLACK LEATHER HIGHBACK CHAIR S/N RLS-1011BLA 2010	\$109.95	PURCHASED 2/17/10 - MOORES OFFICE SUPPLY	
1	BLACK STORAGE CABINET 2013	\$190.00	PURCHASED 1/17/13 - MOORES OFFICE SUPPLY	
TOTAL		\$810.35		



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11	SAFETY OFFICE			
1	RCA COLOR TRAK PLUS TV MOD# F31631SE SER # 416666471			
1	ADJUSTABLE CART	\$99.99		PURCHASED 9/17/97 - OFFICE MAX
1	4 DRAWER LETTER FILE CABINET	\$99.99		PURCHASED 9/17/97 - OFFICE MAX
1	4 X 3 MARKER BOARD	\$42.99		PURCHASED 9/17/97 - OFFICE MAX
1	VIVITAR 5000AF SLIDE PROJECTOR	\$179.95		PURCHASED 1/28/98 - CAMERA WORLD
1	4-HEAD VCR, MODEL VG7720-7520, GE 6H320L333	\$299.74		
1	4 DRAWER LETTER FILE CABINET #045723021765	\$99.99		PURCHASED 2/8/96 - OFFICE MAX
1	TEXAS INSTRUMENT ADDING MACHINE, L-11991A, TI-5045SVC	\$41.99		PURCHASED 7/10/00 - CENTRAL STORES
1	BROTHER TYPEWRITER, MODEL EM805, S/N F43921798	\$299.00		PURCHASED 8/2/94 - MOORE'S OFFICE MACHINES
1	DDC-4 STARTER TEACHING KIT	\$850.00		PURCHASED 9/10/97 - TENN. REGIONAL SAFETY COUNCIL
1	LIGHTWEIGHT DISPLAY BOARD	\$95.00		PURCHASED 9/10/97 - TENN. REGIONAL SAFETY COUNCIL
1	LIGHT DUTY EASEL	\$90.00		PURCHASED 9/10/97 - TENN. REGIONAL SAFETY COUNCIL
1	641 B CDL PRE-TRIM INSPECTION	\$99.00		PURCHASED 9/3/97 - THE TRAINING NETWORK
1	642 B CDL SKILL & ROAD TEST	\$99.00		PURCHASED 9/3/97 - THE TRAINING NETWORK
1	POSTER DISPLAY FRAME	\$39.95		PURCHASED 7/23/98 - CLEMENT COMMUNICATIONS
1	VIDEO #34232-2222 - SNOWPLOW SAFETY	\$99.00		PURCHASED 11/10/98 - TENN. REGIONAL SAFETY COUNCIL
1	VIDEO #382 - TIPS FOR NEW SAFETY SUPERVISOR	\$99.00		PURCHASED 8/12/96 - THE TRAINING NETWORK
1	VIDEO #379 - SAFETY RESPONSIBILITY	\$99.00		PURCHASED 8/12/96 - THE TRAINING NETWORK
1	VIDEO #397 - FIRE SAFETY - GETTING OUT ALIVE	\$99.00		PURCHASED 8/12/96 - THE TRAINING NETWORK
1	VIDEO #B142 - SAFETY BITE - FLAGGING TRAFFIC	\$0.00		PURCHASED 8/12/96 - THE TRAINING NETWORK
1	VIDEO #B120 - SAFETY BITE - ERGONOMIC SAFETY	\$0.00		PURCHASED 8/12/96 - THE TRAINING NETWORK
1	VIDEO #B107 - SAFETY BITE - HAND & POWER TOOL	\$0.00		PURCHASED 8/12/96 - THE TRAINING NETWORK
1	VIDEO #410 - DISABLED VEHICLE ACCIDENT	\$99.00		PURCHASED 7/1/96 - THE TRAINING NETWORK
1	VIDEO #B144 - SAFETY BITE - DUMP TRUCK SAFETY	\$0.00		PURCHASED 7/1/96 - THE TRAINING NETWORK
1	VIDEO - RIGHT-OF-WAY MOWING	\$49.95		PURCHASED 7/30/96 - VISTA, INC.
1	VIDEO - SAFETY TRAINING FOR REPAIR TECHNICIANS	\$49.95		PURCHASED 7/30/96 - VISTA, INC.
1	VIDEO - TRANSPORT TRAILER SAFETY	\$49.95		PURCHASED 7/30/96 - VISTA, INC.
1	VIDEO - IT ALWAYS HAPPENS TO THE OTHER GUY	\$0.00		PURCHASED 7/30/96 - VISTA, INC.
1	VIDEO - # 533 CHAIN SAW SAFETY	\$99.00		PURCHASED 12/26/96 - THE TRAINING NETWORK
1	VIDEO - # 403 TREE TRIMMING SAFETY	\$99.00		PURCHASED 12/26/96 - THE TRAINING NETWORK
1	VIDEO - # B111 SAFETY BITE - SAFE LIFTING	\$0.00		PURCHASED 12/26/96 - THE TRAINING NETWORK
1	VIDEO - # B104 SAFETY BITE - EYE PROTECTOR	\$0.00		PURCHASED 12/26/96 - THE TRAINING NETWORK
1	VIDEO #473 - KILLER BEES, WASPS AND SPIDERS	\$99.00		PURCHASED 3/20/97 - THE TRAINING NETWORK
1	VIDEO #532 - VIOLENCE IN THE WORKPLACE	\$99.00		PURCHASED 3/20/97 - THE TRAINING NETWORK
1	VIDEO #B114 - SAFETY BITE - DISPLAY TERMINAL SAFETY	\$0.00		PURCHASED 3/20/97 - THE TRAINING NETWORK
1	VIDEO #B186 - SAFETY BITE - CARPAL TUNNEL SYNDROME	\$0.00		PURCHASED 3/20/97 - THE TRAINING NETWORK
1	VIDEO #B110 - SAFETY BITE - PERSONAL PROTECTIVE EQUIPMENT	\$0.00		PURCHASED 5/30/97 - THE TRAINING NETWORK
1	VIDEO #B105 - SAFETY BITE - FIRE EXTINGUISHERS	\$0.00		PURCHASED 5/30/97 - THE TRAINING NETWORK
1	VIDEO #B176 - SAFETY BITE - SPLIT RIM SAFETY	\$0.00		PURCHASED 5/30/97 - THE TRAINING NETWORK
1	VIDEO #805 CONSTRUCTION - SAFE DUMP TRUCK OPERATION	\$0.00		PURCHASED 5/30/97 - THE TRAINING NETWORK
1	VIDEO #211 HAND & WRIST INJURIES	\$99.95		PURCHASED 6/2/98 - THE TRAINING NETWORK
1	VIDEO #266 SLIPS, TRIPS & FALLS	\$99.95		PURCHASED 6/2/98 - THE TRAINING NETWORK
1	VIDEO #B180 SAFETY BITE - DIGGING BAR/PICK SAFETY	\$0.00		PURCHASED 6/2/98 - THE TRAINING NETWORK
1	VIDEO #B201 SAFETY BITE - HEAT STRESS	\$0.00		PURCHASED 6/2/98 - THE TRAINING NETWORK
1	VIDEO #B150 SKIN PROTECTION/CONST.	\$49.95		PURCHASED 2/19/99 - THE TRAINING NETWORK
1	VIDEO #471 RIGHT TO KNOW FOR PUBLIC AGENCIES	\$99.95		PURCHASED 2/19/99 - THE TRAINING NETWORK
1	VIDEO #383 WELDING/CUTTING SAFETY	\$99.95		PURCHASED 2/19/99 - THE TRAINING NETWORK
1	VIDEO #867 FORKLIFT SAFETY - OSHA FINAL RULE	\$99.95		PURCHASED 2/19/99 - THE TRAINING NETWORK
1	VIDEO #B161 TRENCHING & SHORING SAFETY	\$0.00		PURCHASED 2/19/99 - THE TRAINING NETWORK
1	VIDEO #424 TRAFFIC SAFETY CONTROL			
1	VIDEO #392 CHAINSAW SAFETY			
1	VIDEO #B145 SHOVELING SAFETY			
1	VIDEO TIGER CORP. - ROTARY MOWER			
1	VIDEO TIGER CORP. - ALL PRODUCT VIDEO			
1	VIDEO #T115 - SETTING THE EXAMPLE FOR EMPLOYEES			
1	VIDEO #B182 - TRUCK DRIVING SAFETY			
1	VIDEO #114 BASIC FIRST AID HUMEROUS VERSION			
1	VIDEO #B115 LOCKOUT/TAGOUT			
1	VIDEO VISTA ROAD CREW SAFETY			

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1	VIDEO #AKZO NOBEL SALT			
1	VIDEO #B151 POISONOUS PLANT SAFETY			
1	VIDEO VISTA SNOW REMOVAL TECH./PLOWING TIPS FROM THE PROS			
1	VIDEO FLAGGER SAFETY			
1	VIDEO ON THE ROAD AGAIN/ & VINCE AND LARRY			
1	VIDEO - WORK ZONE SAFETY AWARENESS		\$30.00	PURCHASED 8/6/02 - AMERICAN TRAFFIC SAFETY
1	VIDEO #1184 - ROAD RAGE		\$149.95	PURCHASED 9/4/02 - THE TRAINING NETWORK
1	VIDEO #1233 - THINK & DRIVE		\$149.95	PURCHASED 9/4/02 - THE TRAINING NETWORK
1	19 IN. COLOR RCA TV MODEL F19427 S/N# 848391192 UPSTAIRS FILE ROOM		\$199.94	
1	SANSUNG I 80 SE KIT DIGITAL CAMERA S/N # 38590936 DWAYNE HAS IT 2007		\$249.99	PURCHASED 3/22/07 - THE RIGHT PLACE
1	PRO SECURE DIGITAL 128 MB CARD FOR DIGITAL CAMERA 2007		\$19.99	
1	BLACK OFFICE CHAIR PRODUCT ID # 392830 2012		\$199.97	PURCHASED 10/31/12 - OFFICE DEPOT
1	39-8675 RP RIGHT PED. DESK LEFT RETURN		\$750.52	
1	4 DRAWER FILING CABINET FROM PURCHASING OFFICE		\$75.39	
	<b>TOTAL</b>		<b>\$6,652.84</b>	
<b>12 COMPUTER EQUIPMENT</b>				
	<b>EXECUTIVE SECRETARY'S OFFICE</b>			
X	DELL COMPUTER COMPLETE, MODEL# E172FPD SERV# DHQV451, J1806 EXTRA GIS UPSTAIRS		\$1,192.20	PURCHASED 6/29/04 - DELL COMPUTER
	HP LASERJET 1300 PRINTER		\$369.83	PURCHASED 6/29/04 - SOUTHERN COMPUTER WAREHOUSE
	DELL LAPTOP MOD#PP15L/D810 SER# 156-810-144-61 SERVICE TAG# 77C2K71 SAFE		\$1,982.60	PURCHASED 5/3/05 - DELL INC. EXCHANGED AGAIN 5/23/05
	LOGITECH WIRELESS MOUSE EXTRA COMPUTER		\$29.95	PURCHASED 6/9/05 - MOORES OFFICE SUPPLY
X	15" DELL MONITOR MODEL# E152FPC UPSTAIRS WAS ON SONJA'S DESK			
	19" ACER LCD MONITOR SN# ETL490812260801266PK08 MODEL # AL1916 2006		\$220.00	PURCHASED 5/4/06 - SOUTHERN COMPUTER WAREHOUSE
	HP 3420 MOD # C8947A SN# TH2BP350NC UPSTAIRS		\$89.95	PURCHASED 11/17/2003 - P.C. CONNECTION
	<b>TOTAL</b>		<b>\$3,884.53</b>	
<b>13 GENERAL FOREMAN'S OFFICE</b>				
1	HP LASERJET 1300 XI PRINTER SN# CNBJR67321 MODEL# Q2484A		\$299.42	PURCHASED - 9/2/04 - SAMS
	LOGITECH WIRELESS MOUSE		\$29.95	PURCHASED 8/15/05 - MOORES OFFICE SUPPLY
1	MONROE CALCULATOR MODEL # 6120 S/N # 084068		\$79.95	PURCHASED 9/30/08 - MOORES OFFICE SUPPLY
	<b>TOTAL</b>		<b>\$409.32</b>	
<b>14 PURCHASING OFFICE</b>				
	OKIDATA 321E/I EPSON/IBM PRINTER S/N 110C0347885 UPSTAIRS		\$426.72	PURCHASED 2/06/92 - MICRO PRODUCTS
	OKIDATA 321 N MICROLINE PRINTER S/N 404E5011992		\$720.76	PURCHASED 7/7/04 - SOUTHERN COMPUTER WAREHOUSE
	DELL 17" PLANEL MONITOR CN-0D5428-71101-51E-78MS BACK DESK			
1	DELL ALL IN ONE INKJET 942 PRINTER S/N CN-OF8811-48734-51G-OP3G MARTHAS DESK		\$186.95	PURCHASED 2/24/05 - DELL COMPUTERS
	LOGITECH WIRELESS MOUSE		\$29.95	PURCHASED 6/9/05 - MOORES OFFICE SUPPLY
	LOGITECH WIRELESS MOUSE EXTRA DESK		\$29.95	PURCHASED 6/15/05 - MOORES OFFICE SUPPLY
	<b>TOTAL</b>		<b>\$1,394.33</b>	

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15	ACCOUNTING OFFICE		
	HP LASER JET 1300 PRINTER SN# BKJ77034	\$382.21	PURCHASED 5/17/04 - SOUTHERN COMPUTER WAREHOUSE
	LOGITECH WIRELESS MOUSE	\$29.95	PURCHASED 8/9/05 - MOORES OFFICE SUPPLY
	TOTAL	\$392.16	
16	SUPERVISOR'S OFFICE		
X	DELL COMPUTER COMPLETE S/N 5J78851 UPSTAIRS	\$1,474.00	PURCHASED -7/23/04- DELL COMPUTER
	HP 3520 PRINTER SN# TH48A1407H MOD# C8994C	\$28.88	PURCHASED 12/2/04 - WAL-MART
	LOGITECH WIRELESS MOUSE	\$29.95	PURCHASED 8/15/05 - MOORES OFFICE SUPPLY
	TOTAL	\$1,532.83	
17	ENGINEER'S OFFICE		
	DESIGN JET 500 - 24 IN/D 16 MBPLOTTER	\$1,754.26	PURCHASED 2/09/01 - DELL MARKETING
	HP BUSINESS INKJET 2200XL C2690A# ABA S/N SSG0821103B	\$599.99	PURCHASED 2/20/01 - OFFICE MAX
	1 MICRSOFT OFFICE 2000 PROFESSIONAL FULL EDITION	\$1,293.70	PURCHASED 1/03/01 - PROGRAPHICS BLUEPRINT
	BID COLT 200 MACHINE COLT 200 42' THROAT	\$273.30	PURCHASED 8/15/97 - INFORMATION SYSTEMS
	ACER 20 INCH MONITORS- S/R # ETL840C17271255F814052 & ETL840C17271255FBC4052 MOD# AL2018EB	INCLUDED IN PRICE	PURCHASED 6/21/07- TIGER DIRECT
	TOTAL	\$3,921.25	
18	ASSISTANT SUPERVISOR'S OFFICE		
	PERSONAL SURGE ARREST	\$25.95	PURCHASED 4/12/99 - INFORMATION SYSTEMS
	EPSON STYLUS PRINTER 880 UPSTAIRS	\$149.99	PURCHASED 12/4/00 - OFFICE MAX
	LOGITECH WIRELESS MOUSE UPSTAIRS	\$29.95	PURCHASED 8/15/05 - MOORES OFFICE SUPPLY
	TOTAL	\$205.89	
19	SHOP PARTS/SUPPLY OFFICE		
	19" FLAT MONITOR DELL MX-07RA77-48323-372-08YF DON'S	\$0.00	SURPLUS
	HON 7707 W/ADJUSTABLE ARMS, SECRETARY BURGANDY	\$259.00	PURCHASED 5/30/96 - OFFICE FURNITURE STORE
1	MONROE CALCULATOR MODEL # 6120 S/N # 084066	\$79.95	PURCHASED 9/29/08-MOORE OFFICE SUPPLIES
1	BROTHER LASER PRINTER MOD.# HL2140 SER # J832785	\$159.99	PURCHASED 9/23/09 - MOORES OFFICE SUPPLIES
	TOTAL	\$498.94	

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20	SAFETY OFFICE			
	OKIDATA 800E PRINTER, S/N 612A1117007		\$302.00	PURCHASED 6/28/97 - CENTRAL STORES
	DESKJET 3550 PRINTER SN# TH44U160TY		\$45.87	PURCHASED 10/29/04 - SOUTHERN COMPUTER WAREHOUSE
	17" LCD MONITOR SAMSUNG SER# MJ17HCJY428484R		\$0.00	INFORMATION SYSTEMS
	TOTAL		\$347.87	
21	PAINT ROOM SHED			
	TABLES & CHAIRS			
	TABLE ROOM			
10	8' FOLDING TABLES	3 IN SAFETY ROOM	\$450.00	PURCHASED 12/12/89
12	8' FOLDING TABLES	2 UPSTAIRS	\$539.88	PURCHASED 12/18/99 - OFFICE MAX
18	8' FOLDING TABLES		\$899.82	PURCHASED 12/10/96 - OFFICE MAX
3	8' FOLDING TABLES		\$149.98	PURCHASED 12/15/97 - OFFICE MAX
8	METAL FOLDING CHAIRS	TABLE ROOM	\$59.98	PURCHASED 12/18/99 - OFFICE MAX
252	METAL FOLDING CHAIRS	TABLE ROOM	\$2,204.37	PURCHASED 12/10/96 - OFFICE MAX
48	METAL FOLDING CHAIRS	TABLE ROOM	\$419.88	PURCHASED 12/15/97 - OFFICE MAX
32	METAL FOLDING CHAIRS	TABLE ROOM	\$152.92	PURCHASED 12/19/00 - OFFICE MAX
	TOTAL		\$4,876.83	
22	FIRE EXTINGUISHERS			
58	#2 1/2 ABC FIRE EXTINGUISHERS	55 @ 24.00 3 @ 28.00	\$1,404.00	PURCHASED - ELLIS MELTON
12	#5 ABC FIRE EXTINGUISHER		\$874.00	PURCHASED - ELLIS MELTON
13	#20 ABC FIRE EXTINGUISHER		\$1,105.00	PURCHASED - ELLIS MELTON
12	#10 ABC FIRE EXTINGUISHER		\$660.00	PURCHASED - ELLIS MELTON
	TOTAL		\$4,043.00	
23	AIR CONDITIONERS			
1	TRANE TDE120A96OMO HEATING FURNACE S/N 204458S2G OFFICE BUILDING		2,167.00	PURCHASED 12/20/02 - MORTON MECHANICAL
1	GENERAL ELECTRIC AIR CONDITIONER-MODEL# AGE10DA-S/N# 21200903 CONFERENCE ROOM UPPER EQUIP. SHED		\$548.00	PURCHASED 8/26/03- SKINNERS TV & APPLIANCE
	A/C & HEATER ARTIC KING S/N # 412120977 MODEL # MWK-25ERNI SUPPLY ROOM 2012		\$699.00	PURCHASED 8/25/12 - BALDWIN APPLIANCE & TV
	WHIRLPOOL A/C MODEL# ACM082XK1 SER# QM5276186 UPSTAIRS		\$199.00	PURCHASED 7/19/04 - PERKINS & MILLER
	GE A/C, MODEL AEW10AMG1, S/N GS510390 ENGINEER'S OFFICE 2010		\$250.00	PURCHASED 7/19/10 - WALMART
	A/C 18,000 BTU, FRIGIDAIRE MODEL FRA186MT, S/N KK95142550 TIRE ROOM 2010		\$499.00	PURCHASED 8/11/10 - BALDWIN APPLIANCE & TV
	HEATING & COOLING UNIT BACK OFFICES, BATHROOMS, 2005 AMERICAN STANDARD UNIT TWE042140C S/N 52731G12V BAYHTR34150 S/N 5342PEPAV 6H1042A1000AB S/N S27LM34F		\$7,246.00	PURCHASED 11/4/05 - H & H HEATING & COOLING
	HEATING & COOLING UNIT FOR NEW FOREMAN ROOM 2007 GIBSON S/N # JTA 070302233 MOD # JT5BD-030K (2.5 TON) AIR HANDLER INDOOR UNIT S/N # GBA070502837 MOD # GB5BM-T30K-A-10		\$4,200.00 INCLUDED IN PRICE	PURCHASED 6/19/07-DAWSON & DAWSON
	TRANE XR13 MODEL # 2TTR3060A1000AA SER # 7325WBD2F 2008		\$3,800.00	PURCHASED 7/14/08 - DAWSON & DAWSON

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1	FRIGIDARE 25,000 BTU AIR COND. MOD# FFRE25L3Q2 SER# KK41411183			2015	575.35	PURCHASED 5/19/15 - LOWES
TOTAL					\$20,183.36	
24	TIRE ROOM / SMALL ENGINE REPAIR ROOM					
1	SPACE HEATER DANNYS TILE SHED				189.99	PURCHASED 10/25/99 - TSC
1	GAS HEATER				\$1,575.00	PURCHASED 2/24/99 - CLARKSVILLE PLUMBING & HEATING
2	PC JACK EXTENSIONH 4" X 6" TIRE ROOM AIR JACK				\$150.00	PURCHASED 9/5/01 - TIMMONS TECH SUPPLY
1	EZ - WAY TOOL				\$399.00	PURCHASED 4/2/02 - TIMMONS TECH SUPPLY
1	CHAIN BREAKER WELD SHOP				\$54.95	PURCHASED 2/19/97 - W.W. GRAINGER
1	RIVET SPINNER WELD SHOP				\$59.95	PURCHASED 2/19/97 - W.W. GRAINGER
1	CHAIN SAW SHARPENER WELD SHOP				\$25.85	PURCHASED 2/19/97 - W.W. GRAINGER
1	BEAD SERTER				\$395.00	PURCHASED 11/4/96 - A & W CLEANING & SUPPLY
1	PORT-A-PUMP WATER PUMP MOD # PC4 TRK # 124 2009				\$159.99	PURCHASED 10/6/09 - HARDWARE CITY
1	GENERATOR, MODEL 70070439, S/N 95030820 TILING SHED				\$369.00	PURCHASED 9/28/95 - TRACTOR SUPPLY
1	KEY DUPLICATING MACHINE WELD SHOP				\$352.13	PURCHASED 3/8/00 - KAR PRODUCTS
1	TIRE HAULER				\$169.00	PURCHASED 5/5/98 - MOORE TOOL SALES
1	JACK 22 TON AIR HYDRAULIC W/ EXTENSION KIT-TIRE TRK# 124				\$499.00	PURCHASED 6/4/02 - TIMMONS TECH SUPPLY
1	GREEN 30 TON BLACKHAWK HYDRAULIC STAND TYPE JACK-TIRE TRK# 124				\$450.00	
1	RED 20 TON HYD. JACK STAND TYPE				\$261.80	PURCHASED 6/28/14 - CARQUEST
1	22 TON AXLE JACK W/ WET KIT- MODEL # OTC1788A TRUCK # 124 2014				\$615.00	PURCHASED 4/03/08 - TIMMONS TECH SUPPLY
1	13/4" DRIVE IMPACT WRENCH ICHICAGE PNEUMATIC MODEL # CP7763 TRUCK #124 2014				\$519.52	PURCHASED 9/29/14 - RIVERSIDE AUTO PARTS
1	BEAD BREAKER KIT BRAND -ESCO MODEL # 10202 SN# 8467.11.5890 TRUCK # 124 2015				\$990.00	PURCHASED 1/8/15 - TIMMONS TECH SUPPLY
1	RANGER TIRE CHANGER MOD# R0950 S/N # LO-525 2006				\$2,195.00	PURCHASED 5/30/06 - CARQUEST
TOTAL					\$9,430.18	
25	COMMUNICATION TWO-WAY RADIOS					
1	CONTROL STATION, 1 DP1 TERMINATION PANEL, ANTENNEA UPSTAIRS IN FILE ROOM				\$639.00	PURCHASED 8/8/02 - PALCO
TOTAL					\$639.00	
26	RADIOS IN VEHICLES					
1	869FCJ7757	VEHICLE # 171	WATER TRUCK		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FBU8080	TRUCK # 102	SPARE		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7738	TRUCK # 173	SPARE		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7862	TRUCK # 109	RYAN FERRELL		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7848	TRUCK # 110	DONALD NEBLETT		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7860	TRUCK # 111	RUSTY HOGUE		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7753	TRUCK # 160	DANNY BRYANT		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7796	TRUCK # 116	SPARE		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7791	TRUCK # 120	MICHAEL BARA		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7784	TRUCK # 123	BRYAN KNIGHT		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7794	TRUCK # 124	CHARLES DIXON		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7813	TRUCK # 112			\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7801	TRUCK # 143	WARREN AGY		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FBU8109	TRUCK # 155	DARYL PARKER		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FBU8088	TRUCK # 166	SPARE		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7861	TRUCK # 149	GARY CONASTER		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7720	TRUCK # 162	JOSEPH POWELL		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7855	TRUCK # 159	JOHN MIXON		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FCJ7765	TRUCK # 152	MARK MCCURDY		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FBU8064	TRUCK # 154	CHUCK HARRISON H2O TRUCK		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FBU8054	TRUCK # 156	DANE SMITH		\$745.00	PURCHASED 8/8/02 - PALCO
1	869FBU8003	TRUCK # 161	DWAYNE BREEDEN		\$745.00	PURCHASED 8/8/02 - PALCO



MONTGOMERY COUNTY HIGHWAY DEPT.				INVENTORY - JULY 1, 2014 THUR JUNE 30, 2015		11
VEHICLES						
VEH. #	DESCRIPTION	LICENSE	VEHICLE ID #			
101	FORD F-150 2011-PICKUP	5088-GA	1FTFX1EF2BKD84170	M. FROST	\$22,620.00	PURCHASED 7/13/11 - GOLDEN CIRCLE FORD
102	FORD F-150 - 1998 - PICK UP	GS-9918	1FTZX1760WNB70681	EXTRA	\$17,021.28	PURCHASED 4/7/98 - NEIL SANDLER FORD
103						
105	FORD F-150XL 4X4 - 2008 - PICKUP	GZ-1240	1FTRX14W68FC18931	C. FROST	\$20,685.00	PURCHASED 4/23/08 - ALEXANDER FORD
106	FORD F-150 XL - 2008-PICKUP	GZ-1241	1FTRF12WX8KD72088	B. BLACK	\$14,378.00	PURCHASED 5/28/08 - ALEXANDER FORD
108	FORD F-150 XL 4X4 - 2014-PICKUP	2815GC	1FTFW1EF4EK651807	J. MANN	\$23,986.92	PURCHASED 5/21/14- GOLDEN CIRCLE FORD
109	CHEVROLET - 2003 - ONE TON	GV-1965	1GBJC34G83E226351	R. FERRELL	\$20,520.35	PURCHASED 1/28/03 - JAMES CORLEW CHEVROLET
110	CHEVROLET - 2003 - ONE TON	GV-1956	1GBJC34G93E223721	B. HAYWOOD	\$20,520.35	PURCHASED 1/23/03 - JAMES CORLEW CHEVROLET
111	CHEVROLET - 2003 - ONE TON	GV-1957	1GBJC34G83E224813	R. HOGUE	\$20,520.35	PURCHASED 1/23/03 - JAMES CORLEW CHEVROLET
112	FREIGHTLINER - 2008 - DUMP TRUCK	GV- 2383	1FVHC5CVX8HZ54108	2007 J.MIXON	\$71,222.00	PURCHASED 7/5/07 - NEELY COBLE COMPANY
114	CHEVROLET - SC1 - 2009 - PICKUP TRUCK	GZ-1357	1GCEC19C89Z192369	M. FLEET	\$16,000.00	PURCHASED 5/20/09 - JAMES CORLEW CHEVROLET
115	FORD - S-DUTY F-250 - 2008 - PICKUP	GY6782	1FTSW20598EE12172	EXTRA	\$21,050.00	PURCHASED 4/23/08 - ALEXANDER FORD
116	DODGE RAM - 2002 - VAN	GR-1190	2B5WB35Z6K2119369	EXTRA	\$17,100.00	PURCHASED 12-23-02 - GARY MATHEWS MOTORS
117	FORD-F250 SUPER DUTY 2011	GZ9293	1FT7W2A6XBEA37526	B.G. HEATON	\$22,784.00	PURCHASED 3/16/10 - GOLDEN CIRCLE FORD
118	FORD-F250 SUPER DUTY 2012	5124-GA	1FT7W2B80CEA41343	T. WHITLOCK	\$25,452.00	PURCHASED 5/31/2011 GOLDEN CIRCLE FORD
119	FORD-F150 - PICKUP 2012	5197GA	1FTNF1EFXCKD98480	D. TYLER	\$20,440.00	PURCHASED 3/12/12 FORD OF MURFREESBORO
120	FREIGHTLINER - 2003 - DUMP	GV-1189	1FVABTCS33HL89482	M. BARA	\$45,674.00	PURCHASED 1/15/03 - NEELY COBLE
122	FORD F-550 BUCKET TRUCK 2012	TAG# 6318GB	1FDUF5HT4CEB87810	SIGN ROOM	\$84,424.00	PURCHASED 8/29/12 - ALTEC
123	FORD-F-350 CAB & CHASSIE --2005	GW-1628	1FDWF38535EC07307	J. HALL	\$17,541.66	PURCHASED 2/10/05- JENKINS & WYNNE FORD
124	FORD - F-750 - 2004 - CAB & CHASSIE	GW-0834	3FRXF75GX4V697771	C. DIXON	\$35,896.50	PURCHASED 5/6/04 - JENKINS & WYNNE FORD
	ATLAS COPCO COMPRESSOR, S/N 308-962				\$2,620.50	PURCHASED 11/20/95 - UTILITY EQUIPMENT SERVICE, INC.
134	FREIGHTLINER OIL DISTRIBUTOR-2000	GU-4426	1FV8HFAA7YHB68476	J. TROTTER	\$81,807.00	PURCHASED 9/21/00 - A.E. FINLEY
138	GMC CAB CHASSIS - 1989	GL-9466	1GDGR34N4KF704497	BUCKET TRUCK XXXXXXXXXXXXXXXX	\$11,164.48	PURCHASED 9/15/89 - WYATT JOHNSON
139	FORD 2500 PICK-UP 2008	GY-2390	1FTSW20588EB85413	RUSSELL BLAKE	\$15,477.00	PURCHASED 8/9/07 - JENKINS & WYNNE FORD
140						
141	DODGE 1500 - 2001 - PICK UP	GT-9541	1B7HC13Y71J243981	EXTRA	\$20,322.00	PURCHASED 4/3/00 - GARY MATHEWS MOTORS
143	STERLING 2005 DUMP TRUCK	LT7500 GW-0846	2FZHATDA15AN61097	W. ALSOBROOKS	\$64,932.00	PURCHASED 6/23/04 - JENKINS & WYNNE FORD
145	FORD F700 - 1995 CAB CHASSIS	GR-1679	1FDXF70J1SVA42497	BOOM TRK	\$23,699.00	PURCHASED 12/9/94 - CAMPBELL FORD, INC.
	WITH PITTMAN HYD. ARM CRANE MODEL EHA-1000, S/N 22806					PURCHASED 11/18/76 - HOBBS EQUIPMENT CO.
149	FREIGHTLINER - 1998 TRACTOR CAB	GS-9919	1FUPFDYB89WL954814	G. CONASTER	\$75,534.00	PURCHASED 4/30/98 - NEELY COBLE COMPANY
150	FORD -F2500- 2006 PICK-UP	GX1089	1FTSW205X8EC87320	M. TROTTER	\$17,769.80	PURCHASED 2/10/08 - JENKINS & WYNNE FORD
151	FORD-F250- 2014 4 x 4 PICK-UP	2859GC	1FT7W2B82EEA22599	D. ATKINS	\$21,709.40	PURCHASED 6/4/13 - JENKINS & WYNNE FORD
152	FORD F750 - 2000 - DUMP	GT-9549	3FDXF75Y6YMA43105	M. McCURDY	\$36,081.80	PURCHASED 5/8/00 - GATEWAY FORD
	AIR OPERATED FUEL PUMP				\$539.00	PURCHASED 9/10/96 - QUEEN CITY TRUCK & DIESEL
	AIR OPERATED FUEL PUMP				\$539.00	PURCHASED 8/12/96 - QUEEN CITY TRUCK & DIESEL
	1" LIQUID FLOW METER				\$118.56	PURCHASED 6/8/99 - W.W. GRAINGER
	1" LIQUID FLOW METER				\$135.00	PURCHASED 6/8/99 - W.W. GRAINGER
153	STERLING ACTERRA - 2003 - DUMP	GV-1143	2FZHANBS43AK33256	J. RAPP	\$53,447.00	PURCHASED 4/30/02 - JENKINS & WYNNE FORD
154	FREIGHTLINER -2015 -DUMP- MOD # M2106 -TAG # 2788GC--	1FVACYDT0FHGJ5535	D SMITH		\$72,588.00	PURCHASED 3/25/14 - NEELEY COBLE
155	STERLING ACTERRA -2003 - DUMP	GV-1142	2FZHANBS63AK33257	D. PARKER	\$53,447.00	PURCHASED 4/30/02 - JENKINS & WYNNE FORD
156	FORD F750 -2005	GW-1646	3FRXF75H35V184016	EXTRA	\$40,291.00	PURCHASED 4/14/05 - VOLUNTEER TRUCK EQUIPMENT, INC
157	CHEVROLET - 2005 - HD 3500 CREW CAB	1GCJC33U55F889670	GW-1618	J. SMITH	\$20,225.72	PURCHASED 2/1/05 - JAMES CORLEW CHEVROLET
158	FORD-F150 - PICK UP - 2004	GW-0816	2FTRX17WX4CA54262	B. KNIGHT	\$16,195.20	PURCHASED 2/23/04 - JENKINS & WYNNE FORD
159	STERLING 2005 DUMP TRUCK	LT7500 GW-0845	2FZHATDA35AN81098	E. CLARK	\$64,932.00	PURCHASED 6/23/04 - JENKINS & WYNNE FORD
160	FREIGHTLINER-2010 DUMP TRUCK	MOD# 11M GZ1377	1FVHC5CV7AHAR1003	D BRYANT	\$82,857.00	PURCHASED 9/2/09 - NEELY COBLE COMPANY
161	FREIGHTLINER - 2008 DUMP TRUCK	GV- 2362	1FVHC5CV18HZ54109	2007 D. BREEDEN	\$71,222.00	PURCHASED 7/5/07 - NEELY COBLE COMPANY
162	FREIGHTLINER BUSINESS CLASS M2 MOD# M2112 S/N#	1FVHC5CV59HAD8503	2008 GZ-1233	J. POWELL	\$71,426.00	PURCHASED 6/3/08 - NEELEY COBLE COMPANY
163	FREIGHTLINER 2012 MODEL # M2106 SN #	1FVACYDTXCDBU0706	(5145GA) XXXXXXXXXXXX		\$73,814.00	PURCHASED 10/4/11 - NEELEY COBLE COMPANY
164	FORD F-150 2004 PICKUP	GW-0815	2FTRF17W44CA54261	L. PERRY	\$11,140.20	PURCHASED 2/23/04 - JENKINS & WYNNE FORD
165	FORD - 1997 WRECKER	GR-9331	1FDYW86E4V VA37948	WRECKER	\$52,087.00	PURCHASED 1/24/97 - CANPBELL FORD
166	INTERNATIONAL CAB CHASSIE - 2000	GT-5930	1HTSHADR7YH232935		\$49,724.20	PURCHASED 6/14/99 - KILE INTERNATIONAL
167	STERLING CAB & CHASSIE -2000	GT-8359	2FZHAFFB81YAG76254	H20 C. HARRISON	\$43,990.00	PURCHASED 12/03/99 - JENKINS & WYNNE FORD
168	FREIGHTLINER 2011 MOD# M2106 SN#	1FVACYDT5BDAX0188	GC-9315	J. CAUDLE	\$57,064.00	PURCHASED 7/14/10 - NEELY COBLE COMPANY
169	FREIGHTLINER 2006 MN # M2106 DUMP TRK	GX-1092	1FVACYCS86HW86908	XXXXXXXXXXXXXX	\$44,349.00	PURCHASED 2/27/06 - NEELY COBLE COMPANY
170	FORD OIL DIST. - 1987	GT-9560	1FDXT84AAHVA12086	EXTRA	\$45,277.41	PURCHASED 12/23/86 - MID TENN FORD & A.E. FINLEY
171	FREIGHTLINER-2008 -FLUSHER TRUCK	GY-2400	MN# M2106 S/N # 1FVACYDJ78HZ08240		\$88,971.00	PURCHASED 10/4/07 - STRINGFELLOW
172						
173	INTERNATIONAL- 1999 DUMP	GS-9939	1HTSHAAR4XH616870	R. SMITH	\$50,191.37	PURCHASED 6/18/98 - KILE INTERNATIONAL
174	FORD F-2500 PICK-UP 2008	GY-2391	1FTSW205X8EB85414	S. BLACK	\$9,977.00	PURCHASED 8/9/07 - JENKINS & WYNNE FORD

MIKE FROST

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175	FORD F-2500 PICK-UP 2006 GX1090 1FTSW20536EC67319 EXTRA	\$18,289.80		PURCHASED 2/10/06 - JENKINS & WYNN FORD
176	FORD CAB & CHASSIE - 1998 GR-9376 1FDYW86F9WVA12523 EXTRA	\$41,793.56		PURCHASED 6/24/97 - JENKINS & WYNN FORD
177	INTERNTL. CAB & CHASSIE - 2000 GT-5929 1HTSHADR5YH232934 J. LOWE	\$52,224.20		PURCHASED 6/14/99 - KILE INTERNATIONAL
178	DODGE RAM - 2001 PICKUP GT-9540 1B7HC18Y91S722554 EXTRA	\$14,441.00		PURCHASED 3/20/00 - GARY MATTHEWS MOTORS
179	FORD - 1989 PAINT STRIPER GL-9487 9BFPH60P8KDM01577 EXTRA	\$104,447.20		PURCHASED 9/20/89 - M.B. COMPANY
180	GMC-T- SERIES PAINT STRIPER 2007+B43 GX9826 VIN#1GDP7F1317F410864 SER# 0131106561 J. SMITH	\$187,029.00		PURCHASED 12/15/06 - M.B. COMPANY
TOTAL		\$2,401,865.81		
28	HEAVY MACHINERY EQUIPMENT			
149A	TRAIL-EZE TRAILER - MODEL DG5022H3- S/N 1DAR3D767XM014402 LIC # GT8330	\$35,800.00		PURCHASED 7/9/99 - DAKOTA MFG. COMPANY
149-B	TRAILER- MODEL LP30T48 S/N 1DA72C7D9M010757 10 FT WIDE, 20,000 LB WINCH LIC # 2779GC	\$26,775.00		PURCHASED 2/5/93 - DAKOTA MFG. CO. INC.
201	CATERPILLER SCRAPER SERIAL # 8LJO1350	\$171,121.00		PURCHASED 11/13/96 - THOMPSON MACHINERY CO.
202	L785 NH SKID LOADER SERIAL # 837234	\$20,160.00		PURCHASED 1/28/97 - MONT. COUNTY FORD NEW HOLLAND
203	TS100 NEW HOLLAND TRACTOR SERIAL # 198574B WITH ALAMO 21' MACHETE BROOM MOWER S/N MB21-01888	\$68,651.00	D. WEST	PURCHASED 2/6/03 - CMI EQUIPMENT SALES
204	#12F CAT. GRADER, TYPE 12K1 S/N # 3467 13K3467	\$18,500.00		PURCHASED 2/25/71 - THOMPSON & GREEN
205	120H CATERPILLER MOTOR GRADER S/N # 4MK00479	\$124,108.00		PURCHASED 9/16/98 - THOMPSON MACHINERY
206	TS100 NEW HOLLAND TRACTOR S/N # 198941B WITH ALAMO 21' MACHETE BOOM MOWER S/N MB21-01887	\$68,651.00	J. MICKLE	PURCHASED 2/6/03 - CMI EQUIPMENT SALES
207	#112 CAT. GRADER TYPE 46D S/N # 4874	\$12,500.00		PURCHASED 3/27/87 - THOMPSON & GREEN
208	#120G CAT. GRADER S/N# 87V04962	\$73,618.00		PURCHASED 10/18/79 - THOMPSON & GREEN
209	BULLDOZER MODEL D6RXL S/N# 1717	\$169,587.00		PURCHASED 9/15/99 - THOMPSON MACHINERY COMPANY
210	D7-F CAT. WITH DOZER BLADE & HYDRAULIC CONTROL S/N # D7-94N-5144	\$50,000.00		PURCHASED 3/14/74 - THOMPSON & GREEN
211	ATHEY FORCE FEED LOADER 7-12-SN-703-314 S/N # 27061	\$63,325.00		PURCHASED 10/2/80 - H. H. HOOPER MACHINERY
212	NEW HOLLAND MODEL # TS6.100 SR # NH04490M 1 OF 2 2014 C KILLEBREW TIGER BENGAL 22 BOOM MOWER MOD# TRB50 SR# TB-7184 2 OF 2 2014	\$86,500.00		PURCHASED 3/31/14 - DICKSON COUNTY EQUIPMENT
224	BETTER BUILT TRAILER ID# 4MNDP162XF1001619 SER # PH1622DT-E TAG # 5688GC 2015	\$5,150.00		PURCHASED 6/4/15 - CUMBERLAND TRACTOR & EQUIPMENT
225	DECATUR RADAR TRAILER MODEL # SI-3 SER # S13-27069 2015	\$7,535.00		PURCHASED 6/3/15 - DECATUR ELECTRONICS
213	FELKER MODEL # PCS11, S/N # 117931 ( SELF-PROPELLED PAVEMENT SAL, TILING SHED)	\$3,350.00		PURCHASED 2/23/98 - MONTGOMERY COUNTY FORD N.H
214	LB90 NEW HOLLAND 4X4 TLB W/ EXT. HOE S/N 31031991 SPARE	\$53,288.00		PURCHASED 9/17/03- NASHVILLE TRACTOR & EQUIPMENT, INC
215	NEW HOLLAND C238 SUPER BOOM SKID LOADER S/N# F5CE5454C 2012	\$51,366.00		PURCHASED 7/12/12-CUMBERLAND TRACTOR & EQUIPMENT
215	FORKS MOD# PF4042S S/N# 1207524 84INCH - BUCKET S/N # 735074016		INCLUDED IN PRICE ABO	PURCHASED 7/12/12-CUMBERLAND TRACTOR & EQUIPMENT
216	AMERICAN SHEEP FOOT ROLLER, WEDGEFOOT M/N FJ-96 - S/N A65617	\$7,295.00		
217	NEW HOLLAND TRACTOR LOADER BACKHOE SR # NEHH03314 2015 M. HARRIS	\$86,731.40		PURCHASED 4/29/15 - DICKSON COUNTY EQUIPMENT.
218	BLASTING MACHINE VME-225 S/N 500 19AV-76-2-841 SAFE	\$345.00		PURCHASED 11/18/76 - L.F. O'DONOHUE CO.
220	LEROI MODEL Q1850JE AIR COMPRESSOR S/N # 3272X602	\$12,850.00		PURCHASED 4/5/95 - A. E. FINLEY
221	PCS MESSAGE BOARD SER# 9968 VIN # 1P91D1715EH301301 2014	\$11,953.33		PURCHASED 5/21/14 - PROTECTION SERVICES INC.
222	PCS MESSAGE BOARD SER# 9969 VIN # 1P91D1711EH301310 2014	\$11,953.33		PURCHASED 5/21/14 - PROTECTION SERVICES NC.
223	NEW HOLLAND MODEL # TS6.110 SR # NH04824M 1 OF 2 2014 TIGER BENGAL 22 BOOM MOWER MOD# TRB50 SR# TB-7318 2 OF 2 2014	\$86,500.00		PURCHASED 3/17/15 - DICKSON COUNTY EQUIPMENT
230	BETTER BUILT 10 TON UTILITY TRAILER MOD# PH2522FB SER# 4MNFP2529D1001172 TAG# 2657GC 2013	\$12,925.00		PURCHASED 7/24/13- CUMBERLAND TRACTOR & EQUIPMENT
231	NEW HOLLAND T6020 2WD S/N ZABD09998 2010 J. JINES	\$40,000.00		PURCHASED 8/30/10 - NASHVILLE TRACTOR & EQUIP.
232	VERMEER MODEL# BC1000XL S/N#1VRY1119X61007317 12" BRUSH CHIPPER 2006	\$20,220.00		PURCHASED 5/23/06 -VERMEER OF TENNESSEE, INC.
233	WOODSMAN CHIPPER SER # 1W9R51S12AF341045 MODEL # 750 2010	\$39,398.00		PURCHASED 8/30/10 - CME EQUIPMENT SALES
234	HAUL IT ALL TRAILER	\$1,500.00		
235	TRAILBOSS 10-TON TILT TOP TRAILER GV-1157 MODEL # PD25TBA S/N # 4S0TP252021000878	\$4,893.00		PURCHASED 7/29/02 - A. E. FINLEY
236	VERMEER MODEL BC1000XL CHIPPER, S.N # 1VRY111991008699 2007	\$21,600.00		PURCHASED 5/1/07- VERMEER OF TENNESSEE
237	BETTER BUILT TRAILER S/N # 4MNFP242061002408 10-TON 2006 GX9573	\$11,100.00		PURCHASED 7/17/06 - BETTER BUILT TRAILERS, INC.
238	BETTER BUILT TRAILER S/N # 4MNFP252X91000751 MOD# PH2522FB 10-TON 2009 GZ-1360	\$14,600.00		PURCHASED 5/28/09 - NASHVILLE TRACTOR & EQUIPMENT INC.
239	16' UTILITY TRAILER S/N # 1N8AA1621RB152953 MOD # 1N9 2009 GZ1359	\$1,235.00		PURCHASED 5/31/09 - RED RIVER EQUIPMENT
240	NEW HOLLAND TRACTOR MODEL # T6020 SER # Z8BD05710 2008 B35 B35 P. MCCASLIN	\$39,500.00		PURCHASED 5/7/08- DICKSON COUNTY EQUIPMENT CO.
	MOWER MODEL # DSR-60-C SER # 4454 2008	\$11,085.00		PURCHASED 5/7/08- DIAMOND MOWERS



HIGHWAY SUPERVISOR

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1	MYERS SNOW PLOW WITH PUMP S/N ON PUMP #52536	#156	\$1,000.00
1	MYERS SNOW PLOW WITH PUMP S/N ON PUMP E52872	#167	\$1,000.00
4	NO NAME, NO SERIAL NUMBERS, HOME MADE TYPE SNOW PLOWS		
1	SWENSON SALT SPREADER, S/N # 65136 FOR TRUCK # 187	EXTRA	\$1,600.00
1	10' MYER SNOW PLOW TO FIX 95 FORD L8000- TRUCK	#242	\$4,500.00
1	MYER SALT SPREADER, S/N # 40068	EXTRA	\$2,800.00
1	SWENSON HOPPER SPREADER S/N# 0508-1222	#161	\$9,189.00
2	MYER TAILGATE TYPE SALT SPREADERS I.D. NUMBERS	TRUCK # 168	\$5,825.38
1	MYER MODEL UTS803-98 SPREADER	#168	\$1,000.00
1	RM-65 UTILITY SPRAYER		\$1,585.00
			\$565.00
			\$790.00
	3 POINT HITC POST HOLE DIGGER, HEAVY DUTY S/N# 1207255		PURCHASED 8/31/99 - MONTG. COUNTY FORD NEW HOLLAND
2	HIGHWAY 13FT SALT SPREADERS MODEL E2020XCT S/N# 114098 & 116130 #177 & 183		PURCHASED 11/18/02 - CMI EQUIPMENT SALES
1	HD LOADER BUCKET FOR BACKHOE #261 S/N 633008 MODEL# F44E		
1	SWENSON V- BOX SALT SPREADER WITH SPINNER ASSY. MOD# EV 100-13568--2005 #159		PURCHASED 12/5/05 - D&M DISTRIBUTING
1	SAD UNDERTAILGATE SPREADER SER# 1005-1244	2005 #156	\$2,000.00
1	SAD UNDERTAILGATE SPREADER SER# 1005-1240	2005 #112	\$2,000.00
1	SAD UNDERTAILGATE SPREADER SER# 1204-1113	2006 #154	\$2,000.00
1	SWENSON SALT SPREADER MOD# SAD SER# 0508-1111 TRUCK # 166	2007	\$2,487.00
1	SWENSON SALT SPREADER MOD# SAD SER# 0508-1112 TRUCK # 155	2007	\$2,487.00
1	10FT VALK SNOWPLOW MOD# RVS1036PR S/N # 32514 TRUCK # 112	2007	\$8,215.00
1	10FT VALK SNOWPLOW MOD# RVS1036PR S/N # 32515 TRUCK # 161	2007	\$8,215.00
1	SWENSON SALT SPREADER MOD# SAD SER# 0508-2824	2009 #168	\$2,100.00
1	SWENSON SALT SPREADER MOD# SAD SER# 0508-2825	2009 #176	\$2,100.00
1	SWENSON SALT SPREADER MOD# SAD SER# 0508-2826	2009 #187	\$2,100.00
1	VALK 10' SNOW PLOW S/N # 33676 MOD # RV102-116DAPR 2009	#160	\$9,181.00
1	VALK 10 FT SNOW PLOW MOD # RV102-116DAPR SER# 35711 2012	#163	\$9,181.00
1	VALK 10FT SNOW PLOW SER# 37211 MOD # RV-102 2013	#159	\$9,180.00
1	VALK 10FT SNOW PLOW SER# 37212 MOD # RV-102 2013	#159	\$9,180.00
	TOTAL		\$167,086.71
30	CHAINSaws		
1	MODEL 209SJOHNSON RED CHAIN SAW WITH 52" BAR, S/N 01120032 SHOP	BRYAN # 158	\$1,084.00
1	STIHL MS311Y 20" CHAINSAW, S/N 246932186		PURCHASED 7/19/01 - MONTGOMERY COUNTY EQUIPMENT
1	STIHL MS310 20" CHAINSAW, S/N 269058142	STATION # 174	\$319.96
1	STIHL CHAINSAW MOD # M15211 SER # 280285329	DANNY #151	\$231.96
1	ECHO GS-3400 14" HORIZONTAL CYLINDER CHAINSAW, S/N# 566350	MONTY #114	\$229.99
1	D28AY STIHL CHAINSAW WOOD BOSS S/N D28AY	MIKE #158	
1	POULAN CHAINSAW 20", MODEL 2750, S/N # 97142DD04076	TILE SHED	
1	PRUNNER/TRIMMER - POLE, 12 FT HANDLE (62-902)	PARTS ROOM	
1	STIHL MS 310 18" CHAINSAW S/N 255958048	DANNY #151	
1	HUSQVARNA 61 CHAINSAW, S/N # 3200115	BILL BLACK # 106	
1	PRO MAC 700 CHAINSAW S/N # 011905	TILE SHED	
1	16 POLIUM CHAINSAW 2150 S/N 981460100658-4	TILING SHED	
1	ECHO CHAIN SAW MODEL # CS520 S/N# 05009437	CHUCK # 106	
1	ECHO CS8000P CHAINSAW, S/N # 003219,	YELLOW CABINET IN SHOP	
1	HUSQVARNA CHAINSAW 24" S/N #6180048 MOD# 272XP	TILING SHED	
1	STIHL CHAINSAW 16" S/N # 281 961 472 MOD # MS230CBED16	2011 RUSSELL #139	
1	HUSQVARNA CHAINSAW MOD # 61, S/N # 3120061	BOBBY G # 117	
1	ECHO CS360T CHAINSAW, S/N 09018050	SHOP	
1	BILL BLACK #106	TILE SHED	
1	JIMMY #115	2013	
1	MAKITA CHAINSAW MODEL # DL5540 S/N 0402048595	TILING SHED	

1	MAJATA CHAINSAW MODEL# DLS640 S/N 0310047511	MIKE TROTTER # 150	\$289.00	PURCHASED 1/13/05 - DAVES SMALL ENGINE
1	POULAN 3400 S/N # 115-12103	TILE SHED	\$280.00	PURCHASED - LOWES
1	STHL CHAINSAW 20" S/N # 265 203 713 MOD# MS29020	JIMMY # 115	\$286.86	PURCHASED 3/8/11 - HUTSON EQUIPMENT
1	STHL HT 101 PRUNING SAW	TILING SHED	\$497.98	PURCHASED 10/4/05 - MONTGOMERY FARMERS CO-OP
1	POULAN 20" PRO W/CASE MODEL# 4820 SN# 08193D101200-1	2008 DWAYNE # 119	\$198.98	PURCHASED 9/18/08-LOWES
1	STHL MODEL 310 CHAIN SAW SN # 2784403238	BOBBY G. HEATON # 117	\$335.89	PURCHASED 1/27/09 - MONTGOMERY FARMERS CO-OP
1	STHL MODEL 310 CHAIN SAW SN # 278403240	CHUCK FROST # 106	\$335.88	PURCHASED 1/27/09 - MONTGOMERY FARMERS CO-OP
1	STHL MODEL 310 CHAIN SAW SN# 278403180	RUSSELL BLAKE # 139	\$335.90	PURCHASED 1/27/09 - MONTGOMERY FARMERS CO-OP
1	STHL MODEL FS 80 R WEDEATEERS SN# 277600595	2009 TILING SHED	\$298.95	PURCHASED 5/13/09 - MONTGOMERY FARMERS CO-OP
1	STHL MODEL FS 80R WEDEATEERS SN# 277600602	2009 TILING SHED	\$298.95	PURCHASED 5/13/09 - MONTGOMERY FARMERS CO-OP
1	STHL MODEL MS310 20" CHAINSAW SN# 279053326	2009 DWAYNE TYLER # 119	\$419.95	PURCHASED 5/21/09 - MONTGOMERY FARMERS CO-OP
1	STHL MODEL MS310 20" CHAINSAW SN # 280759495	2009 BOBBY G # 117	\$419.95	PURCHASED 12/8/09 - MONTGOMERY FARMERS CO-OP
1	ECHO CHAIN SAW MODEL # CS341 SN# C04112020903	2012 STAYTON BLACK # 174	\$287.10	PURCHASED 3/11/12 - DAVES SMALL ENGINE
1	STHL CHAIN SAW MODEL # MS31120 SN# 284724417	2012 MIKE TROTTER # 150	\$359.82	PURCHASED 4/11/12 - HUTSON INC.
1	STHL CHAIN SAW MODEL # MS311W SN# 289153234	2012 STAYTON BLACK # 174	\$359.82	PURCHASED 7/12/12 - HUDSON INC.
1	STHL CHAIN SAW MODEL # MS311 SN# 1140-011-3010	2012 TERRY WHITLOCK # 118	\$359.82	PURCHASED 7/24/12 - HUDSON INC.
1	STHL CHAINSAW MODEL # MS311 S/N # 291407827	2013 BRYAN KNIGHT # 158	\$359.82	PURCHASED 7/23/13 - HUDSON INC.
1	STHL CHAINSAW MODEL # MS179 S/N # 297912934	2014 SIGN ROOM TRUCK # 122	\$143.20	PURCHASED 3/19/14 - DICKSON COUNTY EQUIPMENT
1	STHL CHAINSAW MODEL # MS311 20" SN # 501521882	2015 BILL BLACK # 106	\$428.97	PURCHASED 5/26/15 - DICKSON COUNTY EQUIPMENT
	TOTAL		\$14,335.28	
31	HEAVY DUTY TOOLS - USED IN SHOP & ON JOB SITES			
1	MARUYAMA TRIMMER S/N B315955 MODEL# B.C.2600	WELDING ROOM-JUNKED	\$329.99	PURCHASED 6/15/04 - VISTA SMALL ENGINE
1	T230X WEEDWAX S/N # 0015792	WELDING ROOM-JUNKED	\$299.00	PURCHASED 11/2/00 - MONTGOMERY COUNTY FORD N.H
1	ECHO SRM 281 T SN# 06026898	WELDING ROOM-JUNKED	\$279.00	PURCHASED 8/3/05 - DAVES SMALL ENGINE
1	BOLNS 21" SIDE DISCHARGE MOWER MODEL # 11A-B04R785 SER # 1E212K11555	SHOP 2012 TLE SHED	\$179.00	PURCHASED 6/27/12 - LOWES
1	AIR COMPRESSOR GAS S/N CV57249	TILING SHED JUNKED	\$611.71	PURCHASED 6/29/95 - A.W. CLEANING
1	BTC - SE3000 CHARGER TRUCK #109		\$362.00	PURCHASED 3/28/01 - CHARKSVILLE AUTO PARTS
1	3 TON DOUBLE LINE CAB TRAILER JACK FOR # 268		\$159.99	PURCHASED 2/15/01 - TRACTOR SUPPLY
1	HEAVY DUTY TRANSMISSION JACK	JACK ROOM	\$1,624.00	PURCHASED 1/31/01 - CARQUEST AUTO PARTS
1	TORQUE WRENCH	SUPPLY ROOM	\$149.00	PURCHASED 5/31/00 - QUEEN CITY TRUCK & DIESEL
1	#4012 - 4 TON PORTA POWER 2 SPEED PUMP	SUPPLY ROOM	\$327.00	PURCHASED 6/30/99 - QUEEN CITY TRUCK & DIESEL
1	#4170 - 10 TON POWER PUMP	SUPPLY ROOM	\$685.00	PURCHASED 6/30/99 - QUEEN CITY TRUCK & DIESEL
1	LNPT - 988 16 QT METER GUN & EXTENSION (BEN'S OILER)		\$391.82	PURCHASED 3/4/99 - QUEEN CITY TRUCK & DIESEL
1	AIR OPERATED GREASE PUMP		\$589.00	PURCHASED 3/19/99 - CARQUEST AUTO PARTS
1	TORQUE WRENCH	SUPPLY ROOM	\$169.00	PURCHASED 9/22/98 - RIVERSIDE AUTO PARTS
1	5750A REFRIGERATED TESTER	IN SAFE	\$189.80	PURCHASED 7/8/99 - QUEEN CITY TRUCK & DIESEL
1	BOOSTER PAK MODEL # ES5600 SER# SK0714605	SHOP FOREMAN OFFICE	\$189.95	PURCHASED 10/9/07 - CLARKSVILLE AUTO PARTS
1	20 TON OTC STRINGER AIR HYDRAULIC JACK # XIP 1788A	2011 JACK ROOM	\$529.00	PURCHASED 4/12/11 - CARQUEST
1	PORTABLE AIR EVAC OIL DRUM		\$507.45	PURCHASED 9/20/98 - CARQUEST
2	HOSEREEL 2FT JUMPER HOSE		\$262.00	PURCHASED 12/14&15/98 CARQUEST
1	DRILL SHARPER		\$148.00	PURCHASED 5/18/98 - MOORE SALES
1	1/2 TON WARE ROPE ELECTRIC HOIST		\$550.00	PURCHASED 5-29/98 - ROY MORRISON
1	ALKOTA 2142AT PRESSURE WASHER S/N# 179657		\$1,850.00	PURCHASED 4/16/98 - A.W. CLEANING SUPPLY
3	10 TON JACK STANDS		\$240.00	
1	#6122 WRINGER	GAS PUMP BELL IN SHOP	\$77.40	
1	TRIGGER TYPE AIR OIL PUMP		\$165.00	
1	MECHANIC FLOOR CREEPER		\$20.00	
1	CRIMP MACHINE S/N # 88-935	WELDING ROOM	\$500.00	PURCHASED 5/23/95 - NASHVILLE RUBBER & GASKET
1	OIL PUMP FOR SHOP		\$230.50	PURCHASED 7/27/00 - W.W. GRAINGER
1	1Y082 - 8 1/2" HAMMER DRILL	LOW BOY	\$713.60	PURCHASED 8/8/97 - RAK INDUSTRIES
2	3/8" SYSTEM 7 TON CHAINS	TILING SHED DANNYS	\$159.80	PURCHASED 10/2/97 - QUEEN CITY
1	K14 PUNCH KIT		\$116.07	PURCHASED 10/1/97 - NASHVILLE RUBBER & GASKET
1	OIL TRANSFER PUMP SHOP SERVICE TRUCK TRK# 152	2009	\$475.00	PURCHASED 9/28/09 - CARQUEST
1	GREASE PUMP FOR 120# DRUM SHOP SERVICE TRUCK# 152	2012	\$169.99	PURCHASED 5/30/12- NORTHERN TOOL & EQUIPMENT
1	AIR COMPRESSOR S/N# R15-155815 TRK# 152		\$1,795.00	PURCHASED 5/4/00 - CARQUEST CLEANER & EQUIPMENT
1	OIL AIR PUMP TRK# 152	2009	\$475.00	PURCHASED 9/28/09 - CARQUEST
1	STUB AIR OIL PUMP	JUNKED	\$325.85	PURCHASED 1/17/03 - NORTHERN TOOL & EQUIPMENT
HIGHWAY SUPERVISOR				
INVENTORY - JULY 1, 2014 THUR JUNE 30, 2015				
MONTGOMERY COUNTY HIGHWAY DEPT.				

MONTGOMERY COUNTY HIGHWAY DEPT.		INVENTORY - JULY 1, 2014	THUR JUNE 30, 2015	16
1	HEAVY DUTY TRAILER JACK		\$137.71	PURCHASED 3/22/02 - NORTHERN TOOL & EQUIP.
1	6" BENCH VISE WILTON MODEL # 876 IN SHOP ATTACHED TO BENCH 2014		\$215.50	PURCHASED 4/28/14 - GRAINGER
1	DW474 7" HD ANGLE GRINDER S/N#195112 DANNYS TILE SHED		\$141.98	PURCHASED 4/16/02 - ORGAIN BLDG.
1	5.5 HP GAL PORTABLE AIR COMPRESSOR JUNKED-MIDDLE TILE SHED		\$649.99	PURCHASED 9/28/99 - TSC STORES
1	QUICK HOSE REEL W/ WALL MOUNT BACK PLATE ( STEAM CLEANER) REEL		\$324.45	PURCHASED 8/16/99 - BRADLEY INDUSTRIAL
1	CONCRETE SAW MODEL# TS400 CHOP SAW SHHL S/N 160258301X TILING SHED DANNY'S		\$825.00	PURCHASED 7/21/03- MONTGOMERY COUNTY CO-OP
1	TRAVEL CART FOR CONCRETE SAW MODEL# TS400 TILING SHED DANNY'S		\$291.21	PURCHASED 8/22/03- MONTGOMERY COUNTY CO-OP
1	HOSE REEL FOR TRUCK # 162 FD9400 DLP SW		\$523.00	PURCHASED 4/12/06 - NASHVILLE RUBBER & GASKET CO.
1	HYDRAULIC WINCH, FOR TRUCK # 149		\$1,791.90	PURCHASED 4/19/06 - GRAINGER INC.
1	USED DRILL PRESS W/ CHUCKS & DRILL BITS 3/ HP S/N MA14571		\$1,500.00	PURCHASED 8/7/96 - ROY MORRISON
1	EAGLE PORTABLE COMPRESSOR MODEL# TT55G S/N # E081982 2008 TRK #109		\$699.99	PURCHASED 5/22/06 - RURAL KING
1	INGERSOLL RAND GAS POWERED AIR COMPRESSOR S/N # 0711300004 MOD # 55315 TRK # 111		\$789.99	PURCHASED 3/5/08 - TSC STORE
1	KOBALT TOOL BOX # 206483 TRUCK # 111 2008 ROUND UP ROOM		\$149.00	PURCHASED 3/17/08 - LOWES
1	KOBALT TOOL BOX # 274222 TRUCK # 111 2008 ROUND UP ROOM		\$119.00	PURCHASED 3/17/08 - LOWES
1	3/4' IMPACT WRENCH MODEL # 772 3/4 SER # 07105A TRUCK # 111		\$349.00	PURCHASED 5/21/08 - CARQUEST
1	3/4' IMPACT WRENCH MODEL # 2145QIMAX SER# SP13DO40080 TRUCK # 110 2013		\$548.41	PURCHASED 5/13/13 - FASTERNAL
1	REC.SAW MODEL # DW304DR SER # 1608-8200814-49 TRUCK # 157 2008		\$109.00	PURCHASED 7/10/08- ORGAIN BUILDING SUPPLY
1	3 TON JACK MODEL # WF-10940 S/N # S01534 2009		\$155.00	PURCHASED 1/8/09 - CLARKSVILLE AUTO PARTS
1	POWERMAX 45 PLASMA CUTTER S/N # 045-006557 IN BILLS SAFE 2009		\$1,553.08	PURCHASED 5/27/09 - AIRGAS
1	MAXUS AIR COMPRESSOR MODEL # EX800302AJ S/N# L2/25/2010-00249 TRUCK # 110 2010		\$1,000.00	PURCHASED 3/31/10 - CARQUEST AUTO PARTS
1	STIHL 420 14" CHOP SAW SER# 172218144 TILING SHED 2010		\$799.96	PURCHASED 10/19/10 - MONTGOMERY COUNTY CO-OP
1	3-TON RAPID LIFT HYDRAULIC JACK MOD # W1616 SER # WF-00680 2012		\$179.85	PURCHASED 1/4/12 - CLARKSVILLE AUTO PARTS
1	22 TON AIR/HYDRAULIC JACK MOD# 1788A OTC-STINGER SER# 110 2012		\$585.00	PURCHASED 8/20/12 - CARQUEST
1	22 TON AIR/HYDRAULIC JACK MOD# 1788A OTC-STINGER SER# 111 2012		\$585.00	PURCHASED 8/20/12 - CARQUEST
1	NAPA 12/24 VOLT BATTERY CHARGER MODEL S5-5000 S/N # 94085857AL 18MS1301 2013		\$430.00	PURCHASED 4/2/12 - RIVERSIDE AUTO PARTS
1	INGERSOLL-RAND 1/2" DRIVE IMPACT WRENCH 2135TIMAX S/N# SP13G030950 TRK # 111 2013		\$344.70	PURCHASED 9/18/13 - RIVERSIDE AUTO PARTS
1	3/8" IMPACT WRENCH MODEL # 2115QTIMAX SER# SP13H090240 TRK# 110 2013		\$299.00	PURCHASED 10/24/13 - RIVERSIDE AUTO PARTS
2	DEWALT IMPACT DRIVER SETS DC759 & DC823 W. BATTERIES & CHARGERS TRK # 110 2015		\$151.05	PURCHASED 5/12/15 - LOWES
	TOTAL		\$31,787.59	
32	TOOLS USED IN SHOP & ON JOB SITES			
	SUPPLY ROOM			
1	WORLD'S GREATEST STEP LADDER		\$79.92	PURCHASED 7/24/01 - LOWE'S
1	BLACK & DECKER BUFFER & PADS MODEL# 6124 S/N# 46426		\$212.95	PURCHASED 5/30/95 - CLARKSVILLE AUTO PARTS
1	BLACK & DECKER BENCH 8"- USED 79470424 TILING SHED		\$237.25	
1	HEAVY DUTY BENCH GRIDER TILING SHED		\$500.00	
1	# 369 BIDGET CHAIN BLOCK		\$500.00	
1	LINCOLN AIR GREASE GUN		\$150.00	
1	ORANGE 20 TON HEIN WERNER FLOOR JACK ON WHEELS		\$310.00	
1	WHEEL PULLER TYPE JACK ON WHEELS W/ LINCOLN		\$434.12	
2	10 TON NESCO JACK STAND		\$140.00	
2	5 TON JACK STANDS		\$90.00	
1	3" C.T.T DISC CAP TYPE - CUT OFF TOOL		\$35.00	
1	98990 - N385 RIGID BOLT CUTTERS WELDING ROOM		\$63.00	
1	1 1/2 TON COME-ALONG		\$339.00	
1	C.T 500 CRIMPING TOOL		\$134.40	
1	ELECTRONIC BATTERY TESTER		\$89.00	
1	CYLINDER HONE		\$65.00	
1	120 LB AIR TANK TIRE ROOM		\$65.00	
1	HEAVY DUTY CATERPILLER WHEEL PULLER & 3P-1535 WRENCH JACK ROOM		\$2,809.44	PURCHASED 4/11/00- THOMPSON MACHINERY
1	STEERING WHEEL PULLER		\$60.00	
1	RING COMPRESSOR		\$12.00	
3	WHEEL NUT WRENCHES		\$60.00	
1	PISTON GROVER - 1		\$14.00	
1	17 PC SET WRENCHES SHOP SERVICE TRUCK# 109		\$198.00	PURCHASED 6/7/00 - MOORE SALES
1	4F989-0 AIR OPERATED PUMP JUNKED		\$304.00	PURCHASED 1/31/00 - W.W GRANGER
1	1/2" DR. AIR IMPACT WRENCH ( SHORT SHANK) SHOP TOOL BOX		\$199.99	PURCHASED 9/19/97 - R.A.K INDUSTRIES
5	KEY TEL#6 BUTTON TD. PHONES BUZZERS AND LINES		\$1,128.80	
1	JIGSAW 2 SPEED MODEL # 4355		\$37.75	
1	ROLL PIN PUNCH SET---TRUCK# 111		\$27.44	PURCHASED 7/15/03- GRANGER SALES
	MIKE FROST	HIGHWAY SUPERVISOR		

MONTGOMERY COUNTY HIGHWAY DEPT.		INVENTORY - JULY 1, 2014 THUR JUNE 30, 2015	
1	DEWALT DRILL 1/2 IN" CHUCK S/N# 86076200224E MODEL# DW246		\$137.28
1	HD STARTER KIT ELECTRONIC DIAGNOSTIC ON TRUCKS S/N 090533044		\$1,685.00
1	FLUKE 78 AUTO MULTIMETER MODEL# 78 SER# 84680097		\$225.00
1	SAND BLASTER S/N# 00008		\$117.93
1	GAGE SET SER# 7401 FOR R12 & R 134 A		\$141.93
1	TIF LEAK DETECTOR S/N# 120312000884 MODEL # TIF-RX-1A		\$158.99
1	BLACKHAWK 14 PC WRENCH SET- LOCKED UP IN SUPPLY ROOM		\$121.15
1	OTC 6506 MASTER DISCONNECT SET		
1	17 PC METRIC TOOL SET TRUCK #162		\$119.95
1	1/2" X 22" ORG ITEM # HF222NOH TOOL BOX # 1		\$65.99
1	8 PC CONV. R.R. TRUCK # 109 ITEM # ML690R		\$69.20
1	1/2" DR. RACHET TRUCK # 109 ITEM# SR70		\$100.28
1	COMPLETE CUTTING TORCH SET MOD# VTC0384-2020 TRUCK # 109		\$379.00
1	749 W/ CASE & 5 SOCKETS-IMPACT WRENCH CTO-CP749K SER # 031750 BILLS OFFICE		\$197.00
1	749 W/ CASE & 5 SOCKETS-IMPACT WRENCH CTO-CP749K SER# 06349DTRUCK # 109		\$201.00
1	33 PC BIT & SOCKET SET 3/8 DRIVE STAR RACHET SET S089039 TRUCK # 110 2007		\$199.98
1	1/2 IN REVERSIBLE DRILL MODEL # MTN7307 MOUNTAIN LOCKED UP IN SUPPLY ROOM		\$97.70
1	ABS BRAKE SCANNER MOD # DT3418 LOCKED UP IN SAFE IN BILL BLACK'S OFFICE		\$451.89
1	FUEL PRESSURE TESTER MODEL # 6551 LOCKED UP IN SAFE IN BILL BLACK'S OFFICE		\$375.00
1	INGERSOLL-RAND AIR IMPACT TOOL MOD# 1/2 DRIVE SER# 231HA TRUCK # 110 2009		\$179.90
1	ABS SCAN DIAGNOSTIC TOOL FOR VEHICLES-MOD# CP9449 SER# 3338225 IN BILLS SAFE 2009		\$249.00
1	TEK-MATE LEAK DETECTOR MOD# 705-202 S/N# 09030225 IN BILLS SAFE 2009		\$220.56
1	TROUBLE MANUAL FOR EQUIPMENT		\$65.95
1	CNH ORIGINAL PARTS INJECTION PUMP-TIMING KIT MOD# 3800000081 IN BILLS SAFE 2009		\$460.36
1	FLEX HONE MOD # RCF425HD FOR SHOP USE STORED IN SUPPLY ROOM 2009		\$136.48
1	CAULKING GUN MOD # MILWK14.4 STOCK # 6662-21 LOCKED UP IN BILLS SAFE 2009		\$304.24
1	GM CRANKSHAFT BALANCER PULLER KIT MOD # OTC-7912 LOCKED UP IN SUPPLY ROOM 2010		\$362.99
1	INGERSOLL-RAND REV. ANGLE DRILL MOD# 7907R S/N# 211K LOCKED UP IN SUPPLY ROOM 2011		\$119.00
1	KERO CON. HEATER 175-210K BTU MODEL # 2102 S/N# 1125AFF008460611 2011 JACK ROOM		\$379.05
1	FUEL PUMP REMOVAL KIT MODEL # 27160 LOCKED IN SUPPLY ROOM CLOSET 2012		\$119.12
1	STHL BACKPACK BLOWER MOD# BR-400-Z MAGNUM SER# 4282-011-1614-290-194899 2012 TILING SHED		\$399.96
1	INGERSOLL RAND 1" COMPOSITE IMPACT WRENCH MOD# 21901I-6 SER# SP12A13036 2012		\$675.00
1	PURCHASED 9/17/12 - CLARKSVILLE AUTO PARTS		\$875.00
1	PURCHASED 6/28/12 - CO-OP		\$399.96
1	PURCHASED 2/28/12 - NAPA AUTO PARTS		\$119.12
1	PURCHASED 12/14/11 - LOWES		\$379.05
1	PURCHASED 12/6/11 - CARQUEST AUTO PARTS		\$119.00
1	PURCHASED 11/11/10 - CLARKSVILLE AUTO PARTS		\$362.99
1	PURCHASED 10/10/09-CLARKSVILLE FASTNERS		\$304.24
1	PURCHASED 8/6/09 - CARQUEST AUTO PARTS		\$136.48
1	PURCHASED 8/31/09 - CLARKSVILLE NEW HOLLAND		\$460.36
1	PURCHASED 5/4/09 - CLARKSVILLE AUTO PARTS		\$65.95
1	PURCHASED 5/4/09 - CLARKSVILLE AUTO PARTS		\$220.56
1	PURCHASED 3/19/09 - CARQUEST AUTO PARTS		\$249.00
1	PURCHASED 3/2/09 - TRUCK PRO		\$179.90
1	PURCHASED 2/3/09 - CLARKSVILLE AUTO PARTS		\$375.00
1	PURCHASED 9/4/08 - TRUCK PRO		\$451.89
1	PURCHASED 5/13/08 - TRUCK PRO		\$97.70
1	PURCHASED 4/3/07 - TRUCK PRO		\$199.98
1	PURCHASED 3/18/07 - CARQUEST AUTO PARTS		\$201.00
1	PURCHASED 3/23/06 - CARQUEST AUTO PARTS		\$197.00
1	PURCHASED 12/28/05 - AIRGAS		\$379.00
1	PURCHASED 8/15/05 - CORNWELL TOOLS		\$100.28
1	PURCHASED 8/15/05 - CORNWELL TOOLS		\$69.20
1	PURCHASED 8/15/05 - CORNWELL TOOLS		\$65.99
1	PURCHASED 8/4/05 - CARQUEST		\$119.95
1	PURCHASED --- CARQUEST		
1	PURCHASED 1/25/05 - CARQUEST		\$121.15
1	PURCHASED 5/24/04 - CARQUEST		\$158.99
1	PURCHASED 5/15/07 - CARQUEST		\$141.93
1	PURCHASED 1/28/2004 - RURAL KING		\$117.93
1	PURCHASED 3/16/04 - MOORE SALES		\$225.00
1	PURCHASED 10/29/03 - MOORE SALES		\$1,685.00
1	PURCHASED 7/14/03 - GRAINGER SALES		\$137.28
34	WELDING SHOP		
1	LARGO MODEL 64 NG DIESEL FIRED STEAM CLEANER		\$2,756.64
1	NATIONAL DET 6" DA-AIR SAMPER		\$149.00
1	55 GAL. DRUM HAND TRUCK		\$175.75
2	7 TON JACK STANDS		\$64.60</

1	KOBALT 20" 2-DRAWER TOOL BOX																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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MONTGOMERY COUNTY HIGHWAY DEPT.		INVENTORY - JULY 1, 2014 THUR JUNE 30, 2015		19
<b>TOTAL</b>			<b>\$21,508.60</b>	
<b>38</b>	<b>MOBILE RADIOS - UNUSED- UPSTAIRS STORAGE</b>			
	<b>SIGN ROOM STORAGE</b>			
1	FLH2011 S/N# 4D470283	\$399.00		PURCHASED 3/29/01 - MOBILITY
1	M1225 S/N# 889FBE8722	\$501.00		PURCHASED 4/4/01 - MOBILITY
1	SMH1525 S/N# 4000284	\$384.00		PURCHASED 8/14/01 - MOBILITY
1	USED FTL-2011 S/N# 6H830873	\$399.00		PURCHASED 3/15/01 - MOBILITY
1	USED FTL-2011 S/N# 2L243151	\$399.00		PURCHASED 3/19/01 - MOBILITY
1	VHF RADIO, 110 WATTS S/N# 90200158 & 1- MHB5800 ANTENNA 1-MPL COAX	\$1,328.18		PURCHASED 9/11/97 - GREER COMMUNICATIONS
1	SMH-1525 MOBILE RADIO & ANTENNA S/N# 201139	\$418.00		PURCHASED 5/11/00 - MOBILITY
1	2-WAY UNIDEN S/N# 85005425 SMH-1525	\$433.00		PURCHASED 3/15/99 - MOBILITY
1	UNIDEN SMH-1525 RADIO & ANTENNA KIT S/N# 8500235	\$354.00		PURCHASED 5/8/98 - MOBILITY
1	KENWOOD MOBILE RADIO & ANTENNA S/N# 81200030	\$1,328.18		PURCHASED 5/1/97 - GREER
1	KENWOOD 50 WATT MOBILE RADIO UNIT S/N# 4080567	\$450.00		
1	MOBILE, VERTEX MOBILE FLH-2011, S/N# 5K752161	\$370.00		PURCHASED 8/7/00 - MOBILITY
1	VERTEX VHF MOBILE FTL2011 S/N# 40482359	\$340.00		PURCHASED 2/13/01 - MOBILITY
2	VERTEX VHF MOBILES S/N# 5K752161 & S/N# 5K752164	\$650.00		PURCHASED 8/27/00 - MOBILITY
1	KENWOOD MOBILE TK720 S/N# 9090310	\$551.00		
1	KENWOOD MOBILE TK705DHK S/N# 60300636	\$465.00		PURCHASED 9/26/94 - CUMB. ELECTRONICS
1	KENWOOD TK-730 2-WAY RADIO S/N# 60800037	\$652.49		PURCHASED 9/1/95 - GREER
1	KENWOOD MOBILE RADIO S/N# 70700456	\$1,056.70		PURCHASED 1/2/96 - GREER
1	MOBILE UNIDEN S/N# 201050	\$443.00		PURCHASED 4/4/00 - MOBILITY
1	KENWOOD TK-730 MOBILE S/N# 70900096	\$702.49		PURCHASED 2/9/96 - GREER
1	KENWOOD TK-730 S/N# 40700025			
1	VER-TEX S/N 7F950710			
<b>TOTAL</b>			<b>\$11,624.04</b>	
<b>39</b>	<b>SHOP</b>			
1	FARM & RANCE 30" PEDESTAL FAN MODEL# HVP30A	\$143.99		PURCHASED 8/18/04 - TRACTOR SUPPLY COMPANY
1	FARM & RANCE 30" PEDESTAL FAN MODEL# HVP30A 2008	\$67.88		PURCHASED 5/30/08 - TRACTOR SUPPLY COMPANY
1	FLOOR POLISHER ID# 43244 BROOM CLOSET	\$15.00		PURCHASED 12/14/93 - STATE OF TENN.
1	LEAK DETECTOR FOR FUEL TANKS # 29879	\$7,699.80		PURCHASED 12/5/90 - NASHVILLE EQUIPMENT SERVICE
10	HEATING UNITS UPPER EQUIPMENT SHED	\$1,000.00		
1	WATER FOUNTAIN AT SAFETY ROOM	\$0.00		TRANSFER FROM SURPLUS
1	FLAMMABLE LIQUID STORAGE CABINET & SHELVES	\$654.16		PURCHASED 3/21/00 - W.W GRAINGER
1	1260 BATTERY TESTER	\$96.80		PURCHASED 4/4/00 - QUEEN CITY TRUCK & DIESEL
1	HOSE REEL W- 2FT JUMPER HOSE	\$262.00		PURCHASED 4/14/98 - CARQUEST AUTO PARTS
1	HOSE REEL W- 2FT JUMPER HOSE	\$262.00		PURCHASED 4/15/98 - CARQUEST AUTO PARTS
1	FENDER STRAIGHTENER ROUNDUP ROOM	\$275.00		PURCHASED 7/15/95 - JIM COKE
1	8FT #378 WERNER ALUMINUM STEP LADDER TILE SHED	\$130.49		PURCHASED 1/21/98 - ORGAIN BLDG. SUPPLY
1	TOOLCHEST & ROLLER CABINET	\$519.95		PURCHASED 8/29/00 - SEARS
1	LIN-93604 JACK	\$400.00		PURCHASED 7/3/02 - CLARKSVILLE AUTO PARTS
1	ICE-O-MATIC ICE MACHINE SER# 09051280011285 & ICE BIN # 08091280014164 2009	\$2,448.00		PURCHASED 9/14/09 - B & P ICE MACHINES INC.
1	OASIS WATER COOLER FREE STANDING MOD # P3CP S/N # 0626003898 SANDSTONE 2007	\$371.50		PURCHASED 8/16/07 - WHOLESALE SUPPLY GROUP
1	CLEAN BURN USED OIL HEATER MOD# 3250 325,000 BTU MOD# AS-579.201 2011	\$6,726.00		PURCHASED 5/3/2011 - CLEAN BURN
2	CBUL TANK FOR USED OIL HEATERS @ \$1,045.00 EA 2011	\$2,090.00		PURCHASED 5/3/2011 - CLEAN BURN
1	CLEAN BURN USED OIL HEATER MOD # 2500 250,000 BTU MOD# AS-579.246 2011	\$5,525.00		PURCHASED 5/3/2011 - CLEAN BURN
1	UL DOUBLE WALL TANK FOR USED OIL 2011	\$1,845.00		PURCHASED 5/3/2011 - CLEAN BURN
<b>TOTAL</b>			<b>\$30,560.87</b>	
<b>40</b>	<b>SIGN SHOP</b>			
1	TRAFFIC COUNTER S/N# 7388 KEY# 526	\$430.40		PURCHASED 7/25/01 - JAMAR TECHNOLOGIES
1	MILL CHAIR ML-5409 ( STEM BROKEN)	\$189.00		PURCHASED 1/13/92 - OFFICE MACHINE EQUIPMENT
1	METAL DESK	\$115.00		
1	PAPER CUTTER	\$48.95		PURCHASED 2/1/02 - MOORE'S OFFICE SUPPLY
1	4 DRAWER LETTER FILE CABINET BLACK	\$89.99		PURCHASED 2/22/95 - OFFICE MAX
1	4 DRAWER FILE CABINET M/NS14	\$81.00		

MONTGOMERY COUNTY HIGHWAY DEPT.	INVENTORY - JULY 1, 2014 THRU JUNE 30, 2015	
MODEL 756108 JET 55-8 SHEAR S/N# 0538569	\$240.00	PURCHASED 2/14/96 - GENERAL INDUSTRIAL SUPPLY
MODEL B-2 DIE CUTTER & 1 SET 4" UPPER CASE LETTERS- SERIES C	\$895.00	
44 ROLL BACK FLOOR	\$195.00	PURCHASED 6/7/01 - ADC
PALLET PULLER 30"	\$53.65	PURCHASED 8/18/93 - W.W. GRANGER
PL-3 HYDRAULIC POST PULLER	\$595.00	
TRUCK #102		
AIR COMPRESSOR S/N# R15131432 SIGN TRUCK # 123	\$1,795.00	PURCHASED 7/21/99 - G & C SUPPLY
RHINO POST PULLER PL-3	\$1,795.00	PURCHASED 6/30/99 - CARQUEST AUTO PARTS
TASK FORCE SOCKET SET 55 PCS	\$595.00	PURCHASED 1/29/99 - G&C CUPPLY
PD-55 MEDIUM DUTY POST DRIVER COMPLETE SIGN SHOP TRUCK # 123 2006	\$1,845.00	PURCHASED 1/11/06 - G & C SUPPLY INC.
SC SI-SAFE CURVE INDICATOR SLOPE METOR # 2	\$67.50	
FLINT 2000 EX PROPANE TORCH ITEM # 530100 SN# 04113204	\$919.80	PURCHASED 11/30/04- FLINT TRADING CO
48" TOOL BOX SIGN SHOP TRUCK # 123	\$189.94	PURCHASED 2/8/05 - TSC
HON SECRETARIAL CHAIR W/ ARMS	\$215.00	PURCHASED 10/31/02- MOORES OFFICE SUPPLY
GUEST ARM CHAIR - WOODROSE	\$139.00	PURCHASED 6/11/92- OFFICE FURNITURE STORE
TAPCO PRISMATIC 42" CUTTER/PLOTTER/BASKET	\$6,700.00	PURCHASED 6/20/07 - TAPCO
S/N # A60213820 MOD # FC7000-100 2007		
SOFTWARE & TRAINING INCLUDED IN TOTAL PRICE		
HP LASERJET PRINTER P2015 PROD # (1P)CB386A S/N # CNB1R688029	\$272.39	PURCHASED 8/7/07 - SOUTHERN COMPUTER WAREHOUSE
& USB CABLE MODEL # USB2HAB6		
11-36X36 LPAW NATIONAL DESK	\$422.00	PURCHASED 6/27/95- OFFICE FURNITURE STORE
10-26X40 RP AW NATIONAL DESK RETURN	\$69.00	PURCHASED 6/27/95- OFFICE FURNITURE STORE
HON 7707ABA90T SER# CJFL 4M SECRETARY CHAIR WITH ARMS 2006	\$248.00	PURCHASED 5/10/06 - MOORES OFFICE SUPPLY
BIG MANUS EXECUTIVE LEATHER CHAIR APEx MOD# HD6900PMT	\$459.00	PURCHASED 6/09/05 - MOORES OFFICE SUPPLY
DWALT 1/2 ELECTRID DRILL PISTOL GRIP MOD # DW22106 SER # 935602 2012	\$119.00	PURCHASED 4/25/12 - LOWES
RADAR RECORDER KIT S/N 1203-82171 KEY # 306	\$3,554.00	PURCHASED 4/26-12 - JAMAR TECHNOLOGIES INC.
DEWALT 1/2 CORDLESS DRILL 18V - SER# 877086 & MOD WD9116CHARGER & 2 BATT 2012	\$199.99	PURCHASED 10/18/12 - LOWES
APOLLON 2RT COUNTER WL/COKCS, CHAIN 7 BATTERIES (TRAFFIC COUNTER) 2011	\$1,295.00	PURCHASED 1/13/2011 - JAMAR TECHNOLOGIES
TRAXPRO W/MANUAL & USB CABLE (6-SEAT SITE LICENSE) (TRAFFIC COUNTER) 2011	\$1,295.00	PURCHASED 1/13/2011 - JAMAR TECHNOLOGIES
HS EZ BELT 4" 2 LANE 26' W/END PLUGS & SPLICES (TRAFFIC COUNTER) 2011	\$103.00	PURCHASES 1/13/2011 - JAMAR TECHNOLOGIES
DEWALT 4.5 ANGLE GRINDER SER# DWE4120W 2015	\$75.99	PURCHASED 5/28/15 - LOWES
TOTAL	\$23,509.60	
YARD		
USED TOKHEIM HIGH SPEED HOSE SUCTION PUMP W/ 1 HOSES	\$1,800.00	PURCHASED 8/25/98 - NASHVILLE EQUIPMENT CO
AND ONE AUTOMATIC NOZZLES & SWIVELS- DIESEL PUMP		
12,000 GALLON FLUID CONTAINMENT SINGLE WALL FIBERGLASS TANK		9/3/1998
10,000 GALLON FLUID CONTAINMENT SINGLE WALL FIBERGLASS TANK		9/3/1998
TOTAL PRICE OF TANKS & INSTILATION	\$43,985.00	PURCHASED 8/25/98 - NASHVILLE EQUIPMENT CO
GASBOY #9153A GAS HIGH SPEED SUCTION PUMP W/ HOSE, NOZZLE	\$2,605.00	PURCHASED 8/25/98 - NASHVILLE EQUIPMENT CO
SWIVEL & BREAKAWAY	\$9,000.00	6/6/1965
20,000 GALLON ASPHALT STORAGE TANK		
16,000 GALLON ASPHALT STORAGE TANK		7/19/1963
NOT USED FOR OIL	\$8,000.00	
TOTAL	\$65,390.00	
SHOP FOREMAN OFFICE/PARTS ROOM OFFICE/SUPPLY ROOM		
4-DRAWER FILE CABINET W/ LOCK FILEX	\$195.96	PURCHASED 6/20/00 - BRADLEY CHEMICALS
GB27 EXECUTIVE CHAIR BROWN	\$154.00	
UPSTAIRS		
4-DRAWER LETTER FILE CABINET BLACK HON	\$89.99	PURCHASED 2/22/95 - OFFICE MAX
TRACELINE UNN BLUE LAMP - LEAK DETECTOR	\$159.00	PURCHASED 2/24/99 - MOORE TOOL SALES
UPRIGHT METAL STORAGE CABINET (002844)	\$25.00	
SAFES 1- FRONT 1- SHOP FOREMAN OFFICE	\$1,200.00	
METAL DESK	\$115.00	
OTC MONITOR UPDATE - SHOP OFFICE SAFE	\$395.00	PURCHASED 1/20/99 - MOORE SALES
SCAN TOOL SET - OTC 4000E	\$1,395.00	PURCHASED 12/18/97 - CARQUEST AUTO PARTS



	INVENTORY - JULY 1, 2014	HIGHWAY SUPERVISOR	
LT-1000 MASTER LOCK OUT TOOL KIT	\$139.99	PURCHASED 4/4/03 - CARQUEST AUTO PARTS	
HON SECRETARY CHAIR W/ARMS S/N 7707AB90T	\$215.00	PURCHASED 10/31/02-MOORES OFFICE SUPPLY	
HON 7707AB90T SE# CYFL 4N SECRETARY CHAIR WITH ARMS 2006	\$248.00	PURCHASED 5/10/06 - MOORES OFFICE SUPPLY	
CORDESS DRILL # 6213 & # 251816A	\$552.00	PURCHASED 6/25/99 - QUEEN CITY TRUCK & DIESEL	
TOTAL	\$4,883.94		
MISC. SHOP TOOLS			
INGERSOLL RAND 1/2" DRIVE IMPACT WRENCH MOD# 2135QT-MAX SN# SP13H200337 TOOL BOX 1 2013	\$329.00	PURCHASED 10/3/2013 - RIVERSIDE AUTO PARTS	
SET S&K 1/2 DRIVE SOCKETS	\$123.99	PURCHASED 6/10/02 - SMITH TOOL SALES	
SET 1/4 INCH SOCKETS	\$139.99	PURCHASED 6/3/02 - SMITH TOOL SALES	
6 PC. SNAP RING PLIERS	\$98.00	PURCHASED 6/14/01 - MOORE TOOL SALES	
44 PC. 3/8 SOCKET SET	\$115.00	PURCHASED 4/29/01	
7 PC WOBBLE SOCKETS	\$190.00	PURCHASED 3/12/01 - MOORE TOOL SALES	
BOSCH ROTARY HAMMER MOD # 1125VSR S/N # 40319 9059	\$289.00	PURCHASED 5/19/14 - GRAINGER	2014
3/8 DR. 78 PC STD. METRIC SET	\$177.00	PURCHASED 8/31/00 - LOWES	
3/8 DR. 69PC. STD. METRIC SHALLOW/DEEP	\$116.00	PURCHASED 8/11/00 - LOWES	
47 PC. 3/8 " SOCKET SET	\$110.00	PURCHASED 8/21/00 - MOORE TOOL SALES	
3/8 IR IMPACT	\$205.00	PURCHASED 8/21/00 - MOORE TOOL SALES	
44 PC. 1/4 SOCKET SET	\$110.00	PURCHASED 8/7/00 - MOORE TOOL SALES	
10 PC. METRIC WOBBLE	\$129.00	PURCHASED 9/18/00 - MOORE TOOL SALES	
15 PC WRENCH SET	\$106.00	PURCHASED 9/14/00 - MOORE TOOL SALES	
1/2 WOBBLE SOCKETS	\$110.00	PURCHASED 9/14/00 - MOORE TOOL SALES	
13 PC. WRENCH SET	\$105.00	PURCHASED 9/21/00 - MOORE TOOL SALES	
28 - PC DEEP METRIC SOCKET	\$225.00	PURCHASED 9/25/00 - MOORE TOOL SALES	
15 - PC. METRIC WRENCHES	\$105.00	PURCHASED 9/27/00 - MOORE TOOL SALED	
99990008 CRYOBIT 1/2" REDUCED SHANK	\$387.87	PURCHASED 7/31/00 - XERAGON	
13 PC. WRENCH SET	\$105.00	PURCHASED 8/21/00 - MOORE TOOL SALES	
58 PC. TAP & DIE SET	\$210.00	PURCHASED 8/21/00 - MOORE TOOL SALES	
34 PC. SOCKET	\$144.00	PURCHASED 8/8/00-MOORE TOOL SALES	
PROTO J7245 24" WRENCH	\$245.56	PURCHASED 5/19/00 - CARQUEST CLEANER & EQUIP.	
OTC VACUUM TESTER	\$129.00	PURCHASED 4/28/00 - MOORE TOOL SALES	
3/8 WOBBLE IMPACT SOCKET	\$129.00	PURCHASED 4/26/00 - MOORE TOOL SALES	
8 PC WOBBLE SOCKET SET	\$102.00	PURCHASED 2/22/00 - MOORE TOOL SALES	
12 PC. SET IMPACT WOBBLE	\$195.00	PURCHASED 2/28/00 - MOORE TOOL SALES	
8 PC 3/8 DR. WOBBLE SOCKETS	\$98.00	PURCHASED 2/28/00 - MOORE TOOL SALES	
DRILL BIT SETS (1-9/16"-1") (2-1/16"-1/2")	\$609.00	PURCHASED 2/17/00 - R.A.K INDUSTRIES	
21-PC DEEP IMPACT	\$160.00	PURCHASED 11/29/99 - MOORE TOOL SALES	
OTC 10 TON PORTA POWER 1515A	\$250.00	PURCHASED 9/15/05 - CARQUEST AUTO PARTS	
10 PC. VICE GRIP	\$110.00	PURCHASED 8/16/99 - MOORE TOOL SALES	
3/8 IMPACT IR	\$215.00	PURCHASED 9/27/99 - MOORE TOOL SALES	
SHALLOW DEEP IMPACT	\$150.00	PURCHASED 9/19/99 - MOORE TOOL SALES	
10 PC. WOBBLE SOCKET SET	\$129.00	PURCHASED 6/29/99 - MOORE TOOL SALES	
1/16 - 1/2" R.A.K DRILL SET W/ INDEX	\$230.00	PURCHASED 1/14/99 - R.A.K INDUSTRIES	
231 1/2 IMPACT WRENCH	\$125.00	PURCHASED 7/8/97 - MOORE TOOL SALES	
3/4 IN. IMPACT WRENCH INGERSOLL RAND 259 SR # 13M180127	\$329.00	PURCHASED 3/13/14 - CLARKSVILLE AUTO PARTS	
SUPPLY ROOM	\$31.36	PURCHASED 3/2/04 - HARDWARE CITY	
SHEAR HEDGE 19IN	\$298.00	PURCHASED 10/13/99 - MOORE TOOL SALES	
OTC 10 PORTA POWER	\$99.95	PURCHASED 11/3/14 - CLARKSVILLE FASTENERS	
NITRO 29PC DRILL PAL DRILL BIT SET # 4000W29 TRUCK # 109 2014			
TOTAL	\$7,244.72		
TOOL BOXES			
SUPPLY ROOM TOOL BOX CONTAINS ( SOCKETS) USED ON LARGE	\$85.15		
1' BOLTS & NUTS			
BOLT ROOM			
SHOP TOOL BOX NO.1 CONTAINS A VARIETY OF TOOLS USED FOR MOST	\$1,946.02		
MOST ALL MECHANICAL REPAIRS AROUND GARAGE AREA			
DAVID			
RONNIE'S	\$1,945.89		

[illegible]

[illegible]

24

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TOTAL VALUE OF INVENTORY

\$ 6,980,833.49

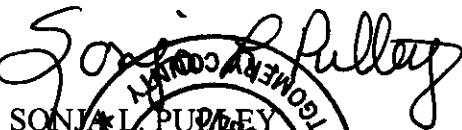
THIS IS A TRUE AND ACCURATE INVENTORY TO THE BEST OF MY KNOWLEDGE



MIKE FROST, SUPERVISOR

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

STATE OF TENNESSEE  
COUNTY OF MONTGOMERY



MY COMMISSION EXPIRES NOVEMBER 17, 2015



**Clarksville  
Regional Airport**  
Montgomery County, Tennessee  
*Connecting People*

County Commission  
Airport Quarterly Report  
August 3, 2015



- **Project List:**
  - Apron Overlay
  - Runway Overlay
  - Airport Layout Plan (ALP)
  - Marketing / Rebranding



**Clarksville  
Regional Airport**  
Montgomery County, Tennessee

A

Clarksville Regional Airport

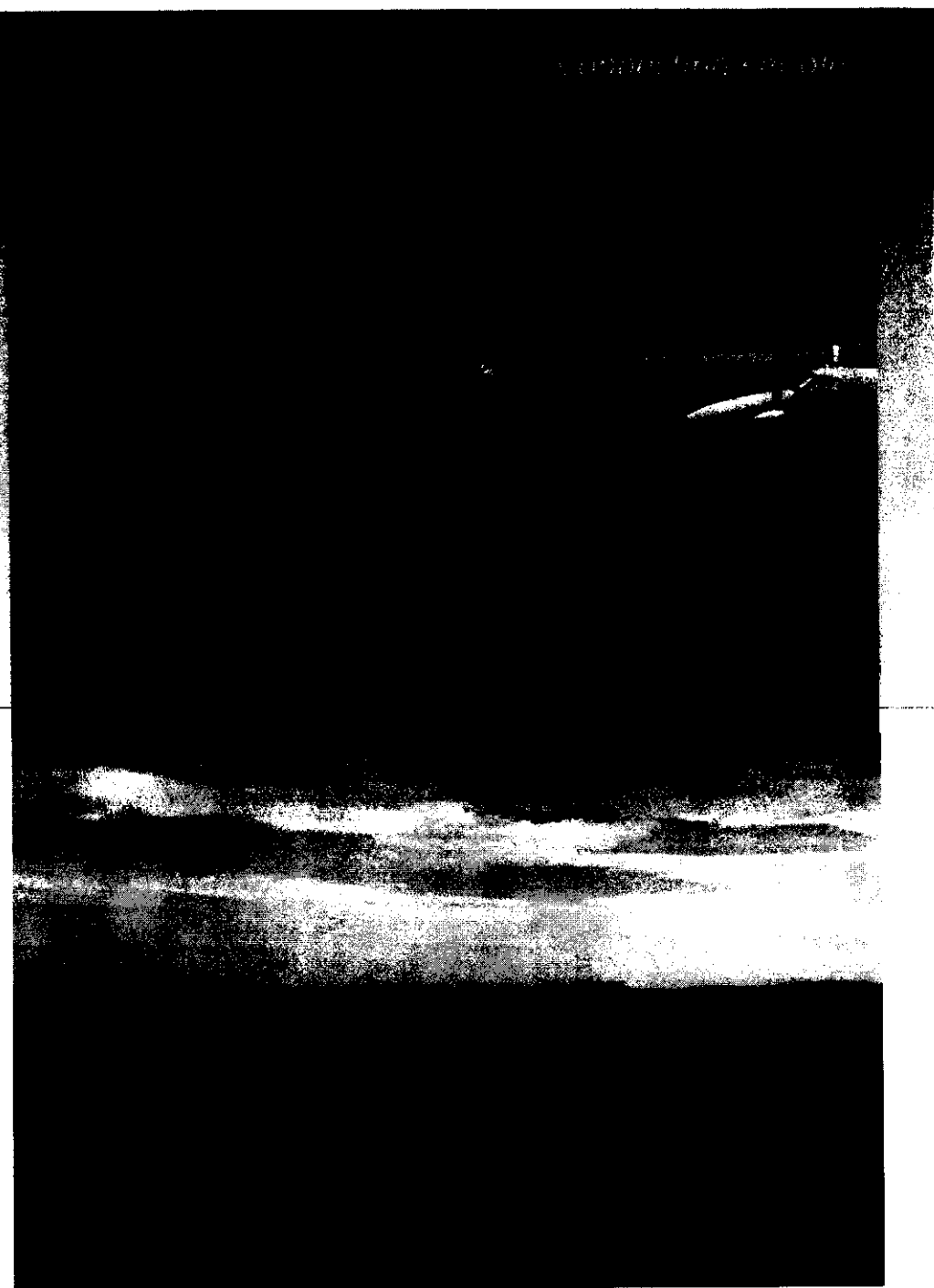
## **Project: Apron Overlay**

### **Objectives:**

- Replace and resurface old and dilapidated ramp area.
- Increase weight bearing capabilities to match runway.
- Enlarge ramp area for more / larger aircraft and safety.
- Add two helicopter landing pads.
- Implement FAA standardized markings
- Redesign water sheeting to minimize Outlaw Field Road flooding.

### **Progress:**

- 95% Completed as of August 1, 2015
- On time and under budget.







**Clarksville  
Regional Airport**  
Montgomery County, Tennessee

Clarksville Regional Airport

## **Project: Runway Overlay**

### **Objectives:**

- Correct Deviation of Standards dip in RWY 17/35
- FAA C-II Runway to Taxiway Centerline Standards.
- Runway Overlay to replace deteriorating surface.
- Implement FAA standardized marking and signage for runways and taxiways.
- Relight airfield with energy saving LED runway and taxiway lighting.

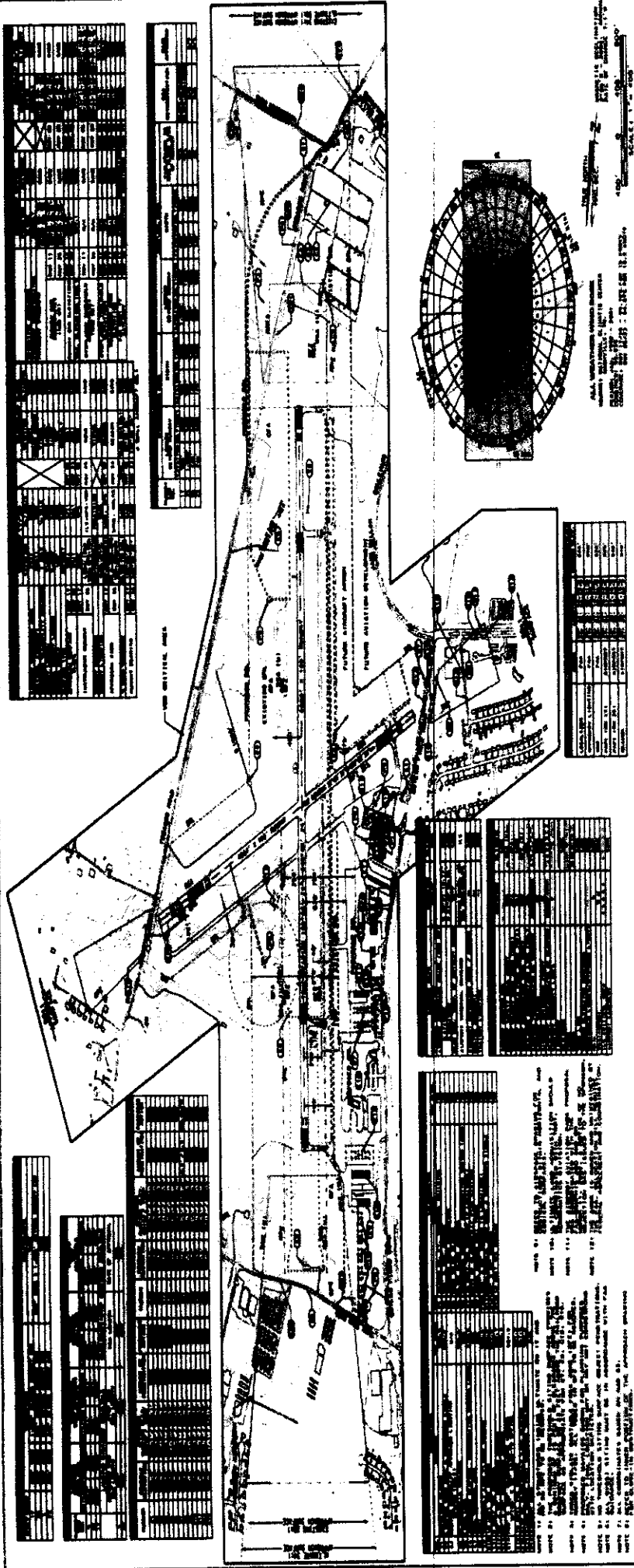
### **Progress:**

- 95% Designed (Shovel ready)
- FAA Discretionary funding anticipated October 2015.
- 9 Month project timeline.



**Clarksville  
Regional Airport**  
Montgomery County, Tennessee

Clarksville Regional Airport



## Project: Airport Layout Plan (ALP)

### Objectives:

- Provide short and long term planning for airfield development and expansion. Required for all future developments on airfield per FAA.

### Progress:

- Currently in final review by the FAA for signatures



*Connecting People*



*Connecting People*

HOME

FLIGHTS

SERVICES

FACILITIES

AIRPORT

CONTACT

VISIT CLARKSVILLE

## Project: Marketing and Rebranding

### Objectives:

- Making a more recognizable brand name.
- Part of our Long Term Strategic Plan.
- Far reaching airport and community marketing.
- ASPIRE funding to create 6 minute Airport/Economic promotional video.

### Progress:

- Video 100% complete and released.



**Clarksville  
Regional Airport**  
Montgomery County, Tennessee

R

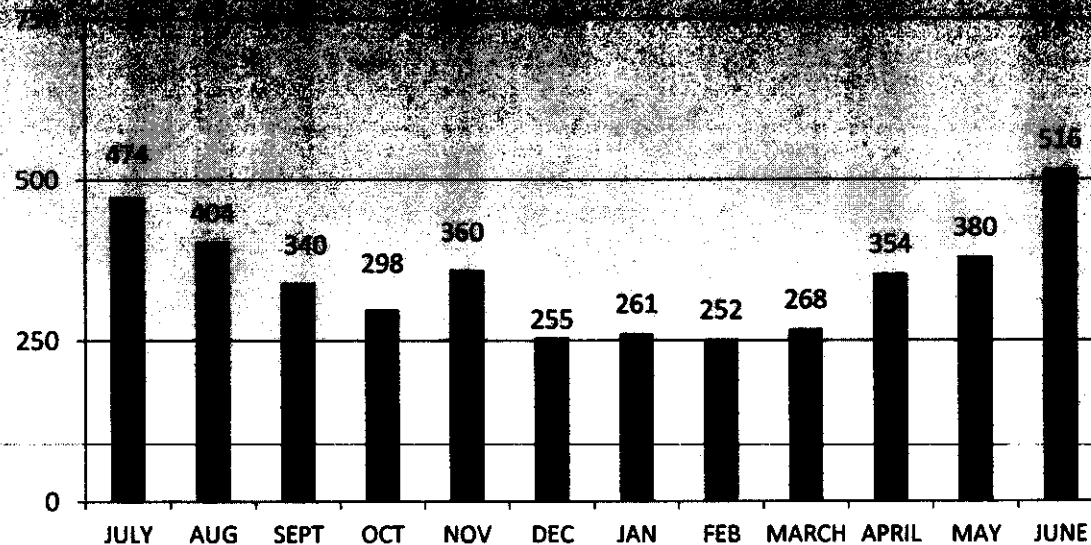
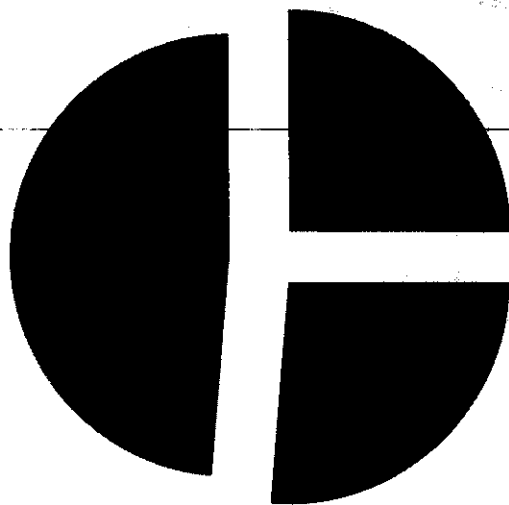
*Clarksville Regional Airport*

- FY 15 Revenue: \$23,125.00
- FY 15 Expense: \$3,663.88
- FY 15 Profit: \$19,561.12



**Clarksville  
Regional Airport**  
Montgomery County, Tennessee

*improving the future*

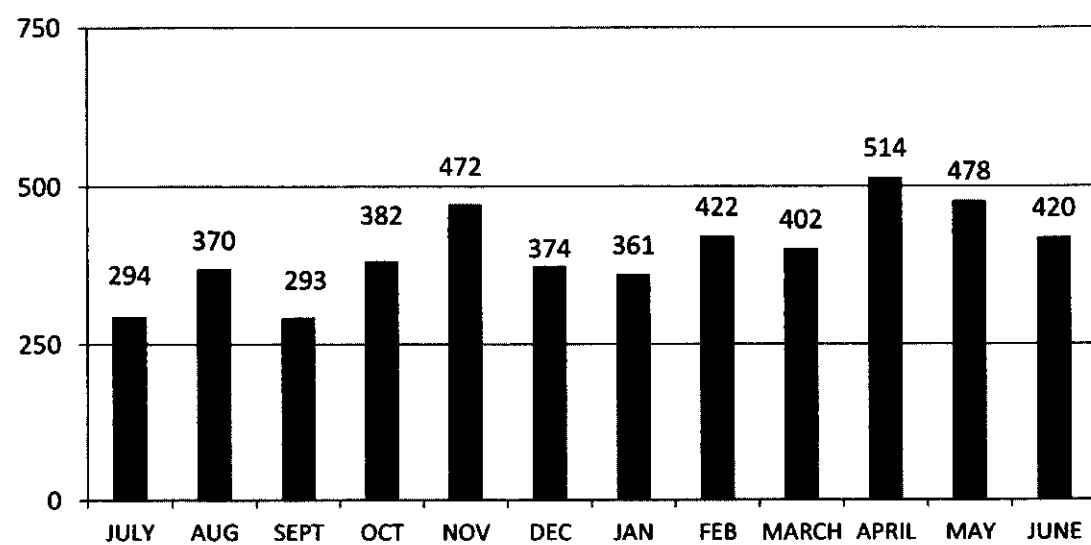


**Total Aircraft FY 14**

■ Turbine

■ Military

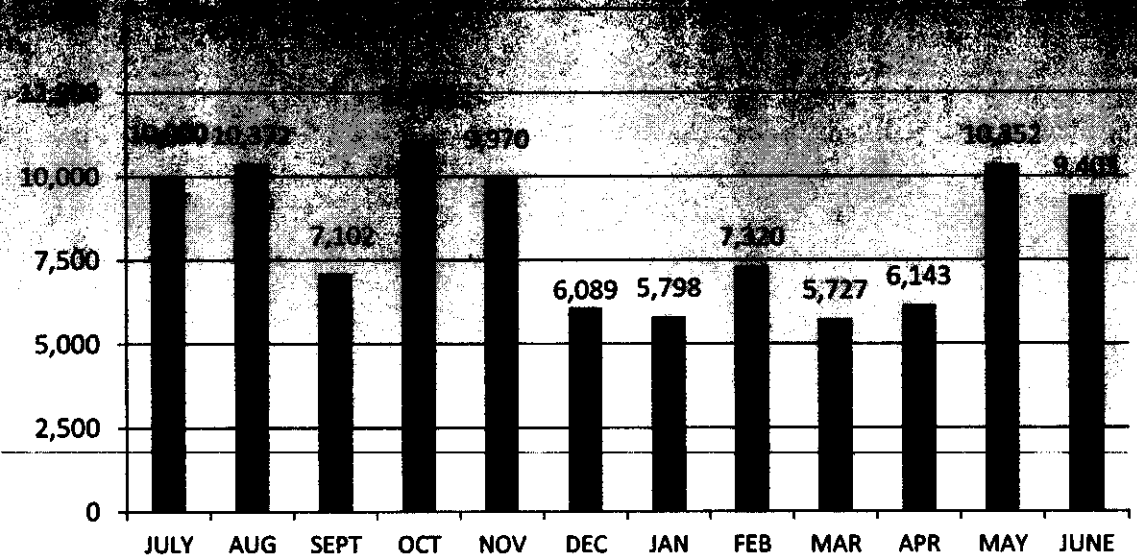
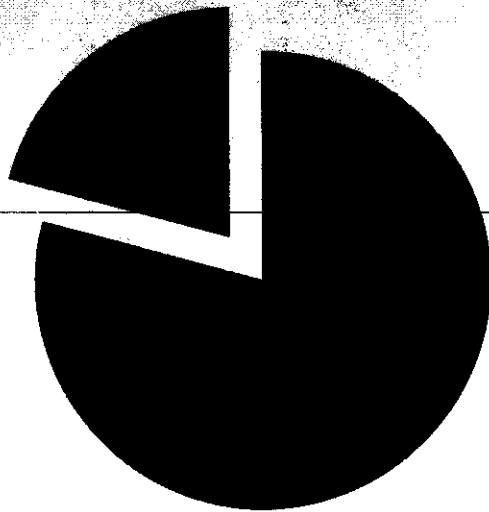
■ Piston



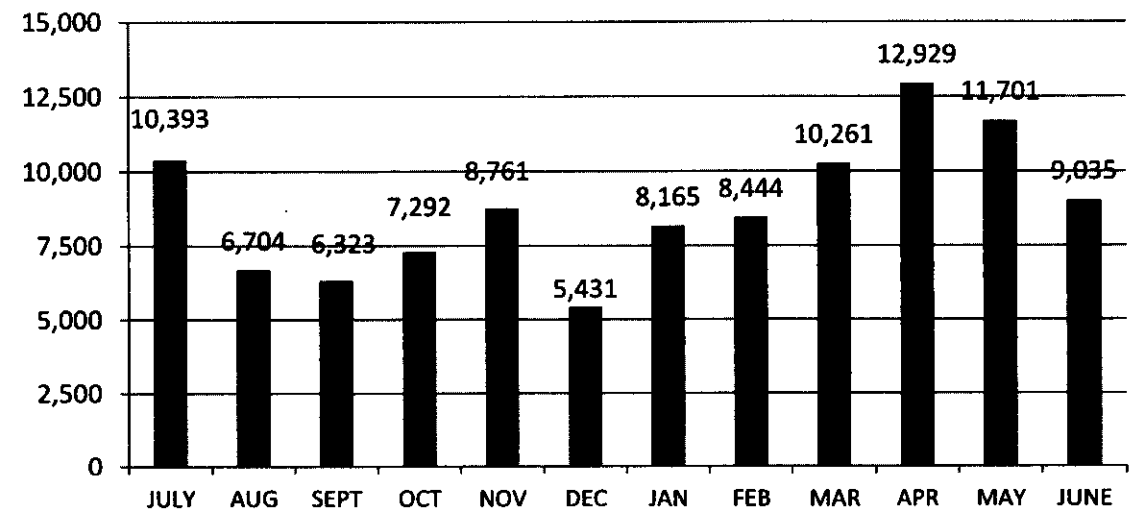


**Clarksville  
Regional Airport**  
Montgomery County, Tennessee

*Control Tower Group*



### TOTAL FUEL FY 14



- **Traffic**

- Flights: 4,782
- Gallons per Plane Ratio
  - 22.01 gal per plane

- **Traffic**

- Flights: 4,162 (-620 Flights)
- Gallons per Plane Ratio
  - 23.85 gal per plane (+1.84 gal)

- **Fuel**

- 105,439 Gallons Sold
- Est. Gross: \$147,614.60
- \$1.40 Profit per Gallon

- **Fuel**

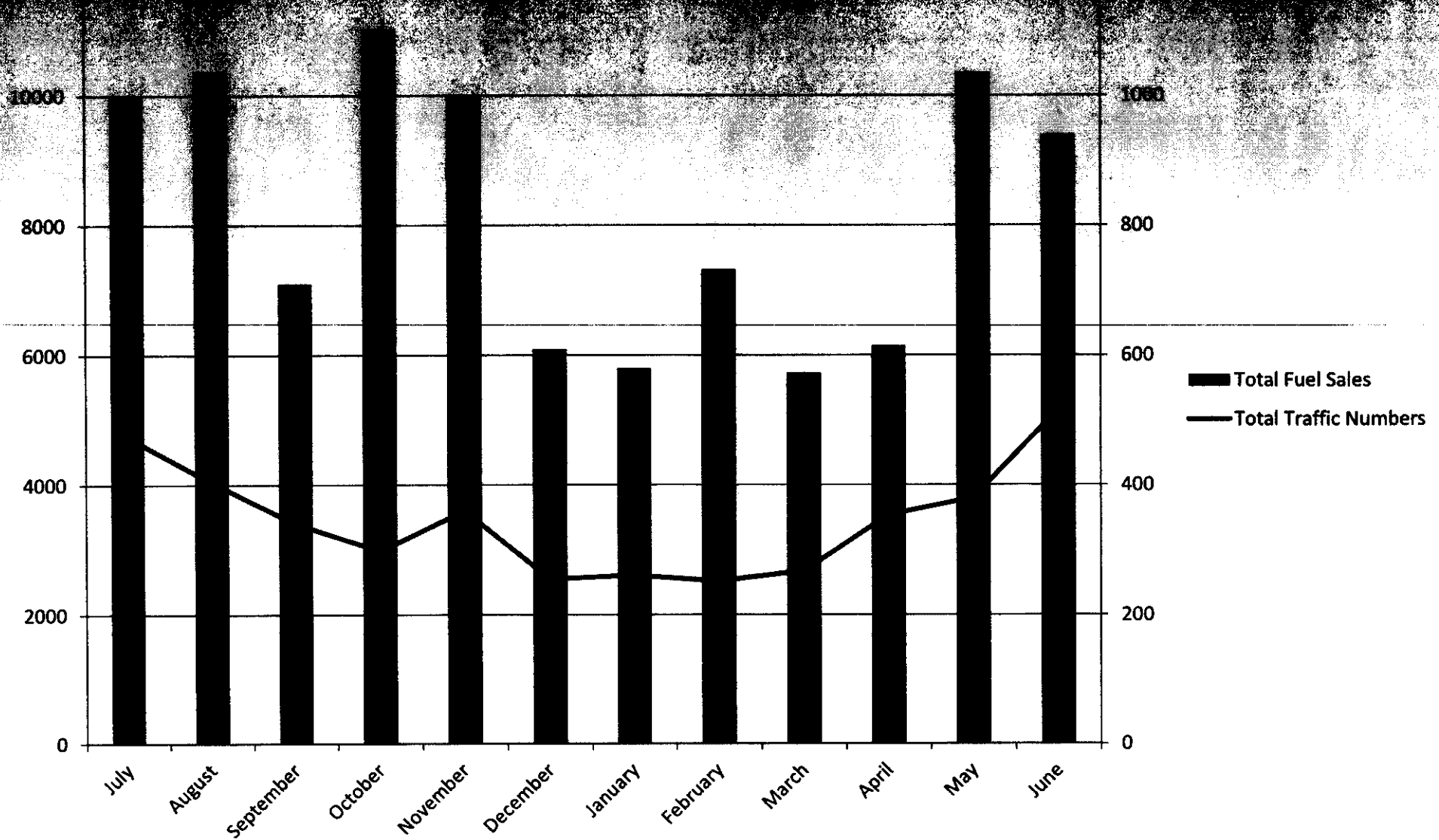
- 99,298 Gallons Sold (-6,141 gal)
- Est. Gross: \$179,729.38
  - (+ \$32,114.78 Gross)
- \$1.81 Profit per Gallon
  - (+ \$0.41 per gallon)



**Clarksville  
Regional Airport**  
Montgomery County, Tennessee

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Clarksville Regional Airport



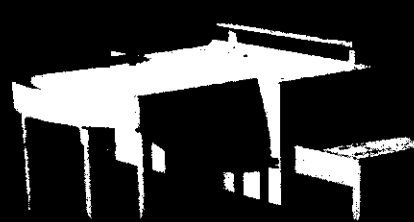




**Clarksville  
Regional Airport**  
Montgomery County, Tennessee

*Connecting people*

**Thank You**





**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:** August 4, 2015  
**SUBJ:** July 2015 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in July 2015 is as follows: City 61 and County 38 for a total of 99.

There were 91 receipts issued on single-family dwellings, 3 receipts issued on multi-family dwellings with a total of 72 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There were 0 exemption receipt issued.

The total taxes received for July 2015 was \$78,375.00

The total refunds issued for July 2015 was \$0.00.

Total Adequate Facilities Tax Revenue for July 2015 was \$78,375.00

**FISCAL YEAR 2015/2016 TOTALS TO DATE:**

<b>TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:</b>	City: 61
	County: 38
	Total: 99
<b>TOTAL REFUNDS:</b>	\$0.00
<b>TOTAL TAXES RECEIVED:</b>	\$78,375.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	2	2
SINGLE-FAMILY DWELLINGS:	59	32	91
MULTI-FAMILY DWELLINGS (3 Receipts):	0	72	72
CONDOMINIUMS: (0 Receipts)	0	0	0
TOWNHOUSES:	0	0	0
EXEMPTIONS: (0 Receipts)	0	0	0
REFUNDS ISSUED: (0 Receipts)	(0)	(0)	(0)

RS/bl

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



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

Phone  
931-648-5718

350 Pageant Lane Suite 309  
Clarksville, TN 37040

Fax  
931-553-5121

**Memorandum**

**TO:** Jim Durrett, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** August 4, 2015  
**SUBJ:** JULY 2015 PERMIT REVENUE REPORT

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The number of permits issued in July 2015 is as follows: Building Permits 74, Grading Permits 2, Mechanical Permits 47, and Plumbing Permits 14 for a total of 137 permits.

The total cost of construction was \$190,036,120.00. The revenue is as follows: Building Permits \$220,602.60, Grading Permits \$3,000.00, Plumbing Permits \$1,400.00, Mechanical Permits: \$4,100.00 Plans Review \$21,747.20, BZA \$250.00, Re-Inspections \$200.00, Pre-Inspection \$0.00, Safety Inspection \$25.00, and Miscellaneous Fees \$0.00 the total revenue received in July 2015 was \$251,324.80.

**FISCAL YEAR 2015/2016 TOTALS TO DATE:**

NUMBER OF SINGLE FAMILY PERMITS:	30
COST OF CONSTRUCTION:	\$190,036,120.00
NUMBER OF BUILDING PERMITS:	74
NUMBER OF PLUMBING PERMITS:	14
NUMBER OF MECHANICAL PERMITS:	47
NUMBER OF GRADING PERMITS:	2
BUILDING PERMITS REVENUE:	\$220,602.60
PLUMBING PERMIT REVENUE:	\$1,400.00
MECHANICAL PERMIT REVENUE:	\$4,100.00
GRADING PERMIT REVENUE:	\$3,000.00
RENEWAL FEES:	\$0.00
PLANS REVIEW FEES:	\$21,747.20
BZA FEES:	\$250.00
RE-INSPECTION FEES:	\$200.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$25.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$251,324.80

**JULY 2015 GROUND WATER PROTECTION**

The number of septic applications received for July 2015 was 29 with total revenue received for the county was \$0.00 (State received \$17,265.00).

The lease agreement beginning on December 1, 2014-December 30, 2015 was agreed upon between the County and State.

The number of Septic Tank Disclosure requests for July 2015. **\*\*Effective December 16, 2008 Ground Water Protection no longer provides this service.\*\***

**FISCAL YEAR 2015/2016 TOTALS TO DATE:**

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	29
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: \$17,265.00)	\$0.00
 TOTAL REVENUE:	 \$251,324.80

RS/bl

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

08/05/2015 07:14  
mlopez

MONTGOMERY COUNTY GOVERNMENT, TN  
YEAR-TO-DATE BUDGET REPORT

P 1  
glytdbud

FOR 2016 01

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
101 COUNTY GENERAL						
40110 CURRENT PROPERTY TAX	-43,423,000	0	-43,423,000	.00	-43,423,000.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-1,300,000	0	-1,300,000	.00	-1,300,000.00	.0%
40125 TRUSTEE COLLECTIONS - BANKRUP	-30,000	0	-30,000	.00	-30,000.00	.0%
40140 INTEREST & PENALTY	-300,000	0	-300,000	.00	-300,000.00	.0%
40161 PMTS IN LIEU OF TAXES - T.V.A	-763	0	-763	.00	-763.00	.0%
40162 PMTS IN LIEU OF TAXES -UTILIT	-1,030,000	0	-1,030,000	.00	-1,030,000.00	.0%
40163 PMTS IN LIEU OF TAXES - OTHER	-768,465	0	-768,465	.00	-768,465.00	.0%
40220 HOTEL/MOTEL TAX	-1,500,000	0	-1,500,000	.00	-1,500,000.00	.0%
40250 LITIGATION TAX - GENERAL	-402,000	0	-402,000	.00	-402,000.00	.0%
40260 LITIGATION TAX-SPECIAL PURPOS	-75,000	0	-75,000	.00	-75,000.00	.0%
40270 BUSINESS TAX	-1,000,000	0	-1,000,000	.00	-1,000,000.00	.0%
40320 BANK EXCISE TAX	-115,000	0	-115,000	.00	-115,000.00	.0%
40330 WHOLESALE BEER TAX	-420,000	0	-420,000	.00	-420,000.00	.0%
40350 INTERSTATE TELECOMMUNICATIONS	-3,000	0	-3,000	.00	-3,000.00	.0%
41120 ANIMAL REGISTRATION	-35,000	0	-35,000	-144.00	-34,856.00	.4%
41130 ANIMAL VACCINATION	-4,500	0	-4,500	-1,584.00	-2,916.00	35.2%
41140 CABLE TV FRANCHISE	-200,000	0	-200,000	.00	-200,000.00	.0%
41520 BUILDING PERMITS	-350,000	0	-350,000	-220,597.60	-129,402.40	63.0%
41540 PLUMBING PERMITS	-8,000	0	-8,000	-1,500.00	-6,500.00	18.8%
41590 OTHER PERMITS	-56,000	0	-56,000	-13,460.00	-42,540.00	24.0%
42110 FINES	-6,500	0	-6,500	.00	-6,500.00	.0%
42120 OFFICERS COSTS	-24,000	0	-24,000	.00	-24,000.00	.0%
42141 DRUG COURT FEES	-3,000	0	-3,000	.00	-3,000.00	.0%
42150 JAIL FEES CIRCUIT COURT	-30,255	0	-30,255	.00	-30,255.00	.0%
42190 DATA ENTRY FEES -CIRCUIT COUR	-16,250	0	-16,250	.00	-16,250.00	.0%
42191 COURTROOM SECURITY - CIRCUIT	-9,000	0	-9,000	.00	-9,000.00	.0%
42192 CIRCUIT COURT VICTIMS ASSESS	-5,000	0	-5,000	.00	-5,000.00	.0%
42310 FINES	-115,000	0	-115,000	.00	-115,000.00	.0%
42311 FINES - LITTERING	-750	0	-750	.00	-750.00	.0%
42320 OFFICERS COSTS	-183,000	0	-183,000	.00	-183,000.00	.0%
42330 GAME & FISH FINES	-1,000	0	-1,000	.00	-1,000.00	.0%
42341 DRUG COURT FEES	-20,000	0	-20,000	.00	-20,000.00	.0%
42350 JAIL FEES GENERAL SESSIONS	-280,000	0	-280,000	.00	-280,000.00	.0%
42380 DUI TREATMENT FINES	-30,000	0	-30,000	.00	-30,000.00	.0%
42390 DATA ENTRY FEE-GENERAL SESS	-48,500	0	-48,500	.00	-48,500.00	.0%
42392 GEN SESSIONS VICTIM ASSESSMNT	-67,000	0	-67,000	.00	-67,000.00	.0%
42420 OFFICERS COSTS	-2,000	0	-2,000	.00	-2,000.00	.0%
42450 JAIL FEES	-30,000	0	-30,000	.00	-30,000.00	.0%
42520 OFFICERS COSTS	-30,000	0	-30,000	.00	-30,000.00	.0%
42530 DATA ENTRY FEE -CHANCERY COUR	-3,000	0	-3,000	.00	-3,000.00	.0%

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mlopez

MONTGOMERY COUNTY GOVERNMENT, TN  
YEAR-TO-DATE BUDGET REPORT

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FOR 2016 01

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTMENTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
46980 OTHER STATE GRANTS	-3,319,002	0	-3,319,002	.00	-3,319,002.00	.0%
46990 OTHER STATE REVENUES	-27,000	0	-27,000	.00	-27,000.00	.0%
47235 HOMELAND SECURITY GRANTS	-74,350	0	-74,350	.00	-74,350.00	.0%
47590 OTHER FEDERAL THROUGH STATE	-11,000	0	-11,000	.00	-11,000.00	.0%
47700 ASSET FORFEITURE FUNDS	-2,000	0	-2,000	.00	-2,000.00	.0%
47990 OTHER DIRECT FEDERAL REVENUE	-20,000	0	-20,000	-150.00	-19,850.00	.8%
48130 CONTRIBUTIONS	-132,000	0	-132,000	.00	-132,000.00	.0%
48610 DONATIONS	-49,660	0	-49,660	-2,721.81	-46,938.19	5.5%
49700 INSURANCE RECOVERY	-8,500	0	-8,500	.00	-8,500.00	.0%
49800 OPERATING TRANSFERS	-351,164	0	-351,164	.00	-351,164.00	.0%
TOTAL COUNTY GENERAL	-75,968,789	0	-75,968,789	-878,274.43	-75,090,514.57	1.2%
131 GENERAL ROADS						
40110 CURRENT PROPERTY TAX	-3,934,020	0	-3,934,020	.00	-3,934,020.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-108,000	0	-108,000	.00	-108,000.00	.0%
40125 TRUSTEE COLLECTIONS - BANKRUPT	-1,309	0	-1,309	.00	-1,309.00	.0%
40140 INTEREST & PENALTY	-25,000	0	-25,000	.00	-25,000.00	.0%
40270 BUSINESS TAX	-100,000	0	-100,000	.00	-100,000.00	.0%
40280 MINERAL SEVERANCE TAX	-202,020	0	-202,020	.00	-202,020.00	.0%
40320 BANK EXCISE TAX	-9,000	0	-9,000	.00	-9,000.00	.0%
44135 SALE OF GASOLINE	-60,660	0	-60,660	.00	-60,660.00	.0%
44170 MISCELLANEOUS REFUNDS	-26,000	0	-26,000	.00	-26,000.00	.0%
46420 STATE AID PROGRAM	-422,164	0	-422,164	.00	-422,164.00	.0%
46920 GASOLINE & MOTOR FUEL TAX	-2,882,994	0	-2,882,994	.00	-2,882,994.00	.0%
46930 PETROLEUM SPECIAL TAX	-124,345	0	-124,345	.00	-124,345.00	.0%
48120 PAVING & MAINTENANCE	-25,000	0	-25,000	.00	-25,000.00	.0%
TOTAL GENERAL ROADS	-7,920,512	0	-7,920,512	.00	-7,920,512.00	.0%
151 DEBT SERVICE						
40110 CURRENT PROPERTY TAX	-25,777,000	0	-25,777,000	.00	-25,777,000.00	.0%
40120 TRUSTEE'S COLLECTIONS - PYR	-1,200,000	0	-1,200,000	.00	-1,200,000.00	.0%
40140 INTEREST & PENALTY	-280,000	0	-280,000	.00	-280,000.00	.0%
40250 LITIGATION TAX - GENERAL	-300,000	0	-300,000	.00	-300,000.00	.0%
40266 LITIGATION TAX-JAIL/WH/CH	-300,000	0	-300,000	.00	-300,000.00	.0%
40270 BUSINESS TAX	-75,000	0	-75,000	.00	-75,000.00	.0%
40285 ADEQUATE FACILITIES TAX	-820,000	0	-820,000	-76,475.00	-743,525.00	9.3%

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mlopez

MONTGOMERY COUNTY GOVERNMENT, TN  
YEAR-TO-DATE BUDGET REPORT

P 1  
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FOR 2016 01

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
101 COUNTY GENERAL							
51100 COUNTY COMMISSION	325,410	0	325,410	20,439.65	1,556.17	303,414.18	6.8%
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	4,038	0	4,038	403.70	.00	3,634.30	10.0%
51300 COUNTY MAYOR	473,455	0	473,455	37,278.91	3,151.30	433,024.79	8.5%
51310 HUMAN RESOURCES	375,676	0	375,676	23,025.85	2,691.60	349,958.55	6.8%
51400 COUNTY ATTORNEY	60,000	0	60,000	.00	.00	60,000.00	.0%
51500 ELECTION COMMISSION	630,299	0	630,299	36,190.06	20,067.03	574,041.91	8.9%
51600 REGISTER OF DEEDS	454,427	0	454,427	32,139.30	13,796.10	408,491.60	10.1%
51720 PLANNING	305,369	0	305,369	76,342.25	.00	229,026.75	25.0%
51730 BUILDING	188,528	0	188,528	14,003.50	2,211.09	172,313.41	8.6%
51750 CODES COMPLIANCE	696,714	0	696,714	47,818.69	8,279.87	640,615.44	8.1%
51760 GEOGRAPHICAL INFO SYSTEMS	185,367	0	185,367	.00	12,993.09	172,373.91	7.0%
51800 COUNTY BUILDINGS	1,968,036	0	1,968,036	117,377.69	118,791.03	1,731,867.28	12.0%
51810 COURTS COMPLEX	1,002,254	0	1,002,254	49,349.17	48,111.73	904,793.10	9.7%
51900 OTHER GENERAL ADMINISTRATION	606,172	0	606,172	46,252.04	897.99	559,021.97	7.8%
51910 ARCHIVES	164,920	0	164,920	12,520.47	1,761.98	150,637.55	8.7%
52100 ACCOUNTS & BUDGETS	646,614	0	646,614	43,810.47	4,813.26	597,990.27	7.5%
52200 PURCHASING	294,120	0	294,120	21,372.34	3,842.53	268,905.13	8.6%
52300 PROPERTY ASSESSOR'S OFFICE	994,473	0	994,473	66,823.27	17,724.82	909,924.91	8.5%
52400 COUNTY TRUSTEES OFFICE	598,966	0	598,966	39,962.29	5,918.46	553,085.25	7.7%
52500 COUNTY CLERK'S OFFICE	2,058,262	0	2,058,262	164,074.96	13,687.08	1,880,499.96	8.6%
52600 INFORMATION SYSTEMS	1,911,827	0	1,911,827	424,137.18	226,569.81	1,261,120.01	34.0%
52900 OTHER FINANCE	56,550	0	56,550	.00	8,861.36	47,688.64	15.7%
53100 CIRCUIT COURT	2,990,195	0	2,990,195	206,545.67	13,716.37	2,769,932.96	7.4%
53300 GENERAL SESSIONS COURT	690,039	0	690,039	55,825.34	.00	634,213.66	8.1%
53330 DRUG COURT	70,000	0	70,000	3,683.15	4,200.00	62,116.85	11.3%
53400 CHANCERY COURT	532,891	0	532,891	39,427.89	3,250.00	490,213.11	8.0%
53500 JUVENILE COURT	1,105,651	0	1,105,651	73,450.22	21,942.61	1,010,258.17	8.6%
53520 JUVENILE COURT CLERK	0	0	0	18,570.91	.00	-18,570.91	100.0%
53600 DISTRICT ATTORNEY GENERAL	59,750	0	59,750	910.27	5,346.27	53,493.46	10.5%
53610 OFFICE OF PUBLIC DEFENDER	7,313	0	7,313	1,620.00	.00	5,693.00	22.2%
53700 JUDICIAL COMMISSIONERS	235,984	0	235,984	14,729.50	2,544.00	218,710.50	7.3%
53900 OTHER ADMINISTRATION/ JUSTICE	92,702	0	92,702	6,428.82	1,150.00	85,123.18	8.2%
53910 ADULT PROBATION SERVICES	943,505	0	943,505	63,966.72	80,860.48	798,677.80	15.3%
54110 SHERIFF'S DEPARTMENT	9,465,117	0	9,465,117	670,381.45	110,008.41	8,684,727.14	8.2%
54120 SPECIAL PATROLS	2,184,283	0	2,184,283	144,689.97	16,003.80	2,023,589.23	7.4%
54160 SEXUAL OFFENDER REGISTRY	12,760	0	12,760	393.52	.00	12,366.48	3.1%
54210 JAIL	13,189,828	0	13,189,828	708,110.00	2,309,874.76	10,171,843.24	22.9%
54220 WORKHOUSE	1,763,450	0	1,763,450	86,363.72	498,130.92	1,178,955.36	33.1%



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MONTGOMERY COUNTY GOVERNMENT, TN  
YEAR-TO-DATE BUDGET REPORT

P 3  
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FOR 2016 01

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL ROADS	8,995,086	0	8,995,086	480,679.59	1,204,363.71	7,310,042.70	18.7%
151 DEBT SERVICE							
82110 PRINCIPAL-GENERAL GOVERNMENT	8,362,960	0	8,362,960	.00	.00	8,362,960.00	.0%
82130 PRINCIPAL-EDUCATION	16,306,090	0	16,306,090	103,997.40	.00	16,202,092.60	.6%
82210 INTEREST-GENERAL GOVERNMENT	3,144,369	0	3,144,369	.00	.00	3,144,369.00	.0%
82230 INTEREST-EDUCATION	9,149,199	0	9,149,199	25,250.00	.00	9,123,949.00	.3%
82310 OTHER DEBT SERV-COUNTY GOVT	252,500	0	252,500	.00	.00	252,500.00	.0%
82330 OTHER DEBT SERV.-EDUCATION	618,000	0	618,000	1,666.67	.00	616,333.33	.3%
TOTAL DEBT SERVICE	37,833,118	0	37,833,118	130,914.07	.00	37,702,203.93	.3%
171 CAPITAL PROJECTS							
00000 NON-DEDICATED ACCOUNT	45,000	0	45,000	.00	.00	45,000.00	.0%
91110 GENERAL ADMINISTRATION PROJEC	806,195	0	806,195	36.14	280,426.42	525,732.44	34.8%
91130 PUBLIC SAFETY PROJECTS	3,400,000	0	3,400,000	.00	.00	3,400,000.00	.0%
91140 PUBLIC HEALTH /WELFARE PROJEC	1,410,800	0	1,410,800	52,259.04	-55,259.04	1,413,800.00	-.2%
91150 SOCIAL/CULTURAL/REC PROJECTS	150,000	0	150,000	.00	3,024.00	146,976.00	2.0%
91190 OTHER GENERAL GOVT PROJECTS	5,000	0	5,000	.00	.00	5,000.00	.0%
91200 HIGHWAY & STREET CAP PROJECTS	75,000	0	75,000	.00	.00	75,000.00	.0%
91300 EDUCATION CAPITAL PROJECTS	525,000	0	525,000	18,058,148.00	.00	-17,533,148.00	3439.6%
TOTAL CAPITAL PROJECTS	6,416,995	0	6,416,995	18,110,443.18	228,191.38	-11,921,639.56	285.8%
266 WORKER'S COMPENSATION							
51920 RISK MANAGEMENT	496,131	0	496,131	12,023.43	89,609.45	394,498.12	20.5%
TOTAL WORKER'S COMPENSATION	496,131	0	496,131	12,023.43	89,609.45	394,498.12	20.5%
GRAND TOTAL	125,471,179	0	125,471,179	23,876,587.40	5,715,272.57	95,879,319.03	23.6%

\*\* END OF REPORT - Generated by Mariel Lopez-Gonzalez \*\*

**TO THE HONORABLE MEMBERS  
OF THE BOARD OF COUNTY COMMISSIONERS  
ASSEMBLED**

**THIS THE TENTH DAY OF AUGUST, 2015**

**THIS REPORT COVERS WORK DONE IN APRIL, MAY, AND JUNE, THE FOURTH QUARTER OF THE FISCAL YEAR.**

**GRADE & DRAINAGE – NEW CONSTRUCTION**

**None this quarter**

**BRIDGES & CULVERTS**

**None this quarter**

**Installed metal pipes on the following roads:**

<b>S. Woodson Road</b>	<b>20'-15" 6'-15"</b>	<b>Pipe</b>
<b>St. Paul Road</b>	<b>5'-18"</b>	<b>Pipe</b>
<b>Rocky Ford Rd.</b>	<b>10'-30"</b>	<b>Pipe</b>
<b>Harrell Lane</b>	<b>10'-30"</b>	<b>Pipe</b>
<b>Grays Chapel Rd.</b>	<b>20'-15"</b>	<b>Pipe</b>
<b>Outlaw Road</b>	<b>7'-24"</b>	<b>Pipe</b>
<b>Chapel Hill Rd.</b>	<b>10'-18"</b>	<b>Pipe</b>
<b>Corbandale Rd</b>	<b>30'-18"</b>	<b>Pipe</b>
<b>Sango Road</b>	<b>20'-15"</b>	<b>Pipe</b>
<b>Powell Road</b>	<b>20'-18 5'-18</b>	<b>Pipe</b>
<b>Biter Road</b>	<b>20'-15"</b>	<b>Pipe</b>
<b>Old Hwy 48</b>	<b>20'-15" 8'-15"</b>	<b>Pipe</b>
<b>Woodlawn Rd.</b>	<b>8'-15"</b>	<b>Pipe</b>

<b>Dotsonville Rd.</b>	<b>10'-15'</b>	<b>Pipe</b>
<b>Chester Harris Rd.</b>	<b>20'-15"</b>	<b>Pipe</b>

### **GUARDRAILS:**

**Woodlawn Road**

- 1 end cap**
- 1 bolt**
- 4 washers**

**Chapel Hill Road**

- 3 12' 6" sect. rail**
- 2 posts**
- 2 end caps**
- 3 blocks**

### **PROJECTS:**

**Dirt hauled from Bi-County Dump on Hwy 79  
to Bi-County Landfill on Dover Rd.  
Reimbursed \$43,175.00**

**Hauled dirt for Montgomery County Parks & Recreation  
from Lacey's Springs Ala. & Graysville Ala. to the Civitan Park  
Reimbursed \$7,700.00**

**Montgomery County Government  
Paved S. Guthrie Community Center  
Reimbursed \$13,800.00**

**Montgomery County Government  
Work completed on the parking lot at the S. Guthrie Community Center  
Reimbursed \$32,000.00**

### **ROADS HOT MIXED:**

**Seven and eleven hundredths (7.11) miles of the following county  
roads were hot mixed.**

<b>Farm Circle</b>	<b>.68 Mile</b>
<b>Johnnie Rd.</b>	<b>.50 Mile</b>
<b>Lake Road</b>	<b>1.30 Mile</b>
<b>Manning Gate Rd.</b>	<b>1.00 Mile</b>
<b>Park Farms Rd.</b>	<b>.26 Mile</b>
<b>Blue Jay Ct.</b>	<b>.03 Mile</b>
<b>Blue Jay Ln.</b>	<b>.08 Mile</b>

**ROADS OILED & CHIPPED:**

None this quarter

**TRAFFIC CONTROL:**

Stop Sign	14
Road Markers	53
Posts	48
Speed Limit Signs	12
Intersection Sign	1
Railroad Crossing	1
Curve Sign	2
Dead End Sign	1
Chevrons	8
Bridge Markers	3
Hill Blocks View	1
Stop Ahead	5
Limited Sight Distance	1

**ROADS STRIPED:**

Forty-three and ninety-two hundredths (43.92) miles of the following county roads were striped;

Ogg Rd.	.73
Gip Manning Rd.	3.09
Manning Gate Rd.	1.00
Guthrie Rd.	5.47
Dudley Road	1.15
Buck Road	2.10
Kirkwood Road	4.08
Lake Road	2.10
Batson Road	2.30
Ed Thompson Rd.	1.20
Akin Road	2.50
Devers Road	1.80
Gholson Rd.	6.50
Benton Ridge Rd.	.60
Oakland Rd.	1.24
N. Liberty Church Rd.	1.56
S. Liberty Church Rd.	2.10
Lylewood Rd	1.00
Woodlawn Park Rd.	.43
Park Farms Rd.	.26
Farm Circle	.68

## ROADS STRIPED(CONT.)

Two thousand one hundred, eleven (2,111) gallons yellow, two thousand one hundred, eleven (2,111) gallons white, and 17,568 lbs. beads were used in striping the above roads.

## ASPHALT PURCHASED:

Hot Mix	9519.18	Tons
RS-2	5,253.837	Gal.
SS-1	None this quarter	

## CRUSHED STONE:

Two thousand three hundred ninety-two and two hundredths (2,392.02) tons of crushed stone were hauled and placed on the county roads

<u>ROADS</u>	<u>TONS</u>
Shelton Ferry Rd.	11.18
General Roads	12.67
General Roads	18.97
Carol Lane	20.59
Harrell Lane	8.86
Rocky Ford Road	11.74
Harrell Lane	64.56
Rocky Ford Rd.	8.91
Benton Ridge Rd.	57.07
Biter Road	10.86
Old Hwy 48	11.19
Jarrell Ridge Rd.	46.85
Industrial Park	150.62
Louise Creek Rd.	12.75
Guthrie Community Center	178.77
Lock B Road N.	27.95
Rocky Ford Road	16.06
Deepwood	6.79
Neblett Rd.	10.87
Deepwood	5.46
Outlaw Rd	10.42
Broome Cem Rd.	5.59
Neblett Rd.	15.02
Jarrell Ridge Rd.	46.85
Lewis Atkins Rd.	7.74
Goolinghorn Rd.	10.17
Deepwood Trail	11.17

**CRUSHED STONE(CONT.)**

International Blvd.	187.28
Chambers Rd.	78.00
Gratton Rd	119.43
Lafayette Rd	969.07
Rowe Road	7.04

**TOTAL TONS** **2,392.02 Tons**

**Crushed stone is placed as needed on county roads; right-of-way maintenance and patching continues daily.**

**Respectfully submitted,**

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT**



**Mike Frost,  
Highway Supervisor**

**MF/ka**

**TO THE HONORABLE COURT OF MONTGOMERY COUNTY  
CLARKSVILLE, TENNESSEE**

**I RESPECTFULLY SUBMIT THE FOLLOWING REPORT SHOWING THE RECEIPTS AND  
DISBURSEMENTS OF THE GENERAL ROAD FUNDS FOR THE QUARTER ENDING  
30-Jun-15**

**BEGINNING BANK BALANCE** **\$ 4,721,998.33**

		<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	<b>TOTAL</b>
<b>40110</b>	<b>CURRENT PROPERTY TAX</b>	<b>\$ 24,730.28</b>	<b>\$ 16,019.12</b>	<b>\$ 28,038.37</b>	<b>\$ 68,787.77</b>
<b>40110-</b>	<b>2 PUBLIC UTILITIES</b>				<b>\$ -</b>
<b>40120</b>	<b>TRUSTEE COL. PR. YEAR</b>	<b>\$ 6,344.22</b>	<b>\$ 5,938.76</b>	<b>\$ 5,881.20</b>	<b>\$ 18,164.18</b>
<b>40140</b>	<b>3 TRUSTEE-INT. &amp; PENALTY</b>	<b>\$ 2,382.45</b>	<b>\$ 2,297.59</b>	<b>\$ 4,023.16</b>	<b>\$ 8,703.20</b>
<b>40125</b>	<b>TRUSTEES BANKRUPTCY</b>	<b>\$ 83.74</b>	<b>\$ 7.78</b>	<b>\$ 1,782.81</b>	<b>\$ 1,874.33</b>
<b>40270</b>	<b>BUSINESS TAX</b>	<b>\$ 5,333.92</b>	<b>\$ 41,315.15</b>	<b>\$ 27,583.43</b>	<b>\$ 74,232.50</b>
<b>40280</b>	<b>SERVANCE TAX</b>	<b>\$ 35,323.52</b>			<b>\$ 35,323.52</b>
<b>40320</b>	<b>BANK EXCISE TAX</b>				<b>\$ -</b>
<b>43380</b>	<b>VENDING MACHINE COM</b>				<b>\$ -</b>
<b>44135</b>	<b>SALE OF GASOLINE</b>	<b>\$ 1,812.59</b>	<b>\$ 1,703.30</b>	<b>\$ 1,691.16</b>	<b>\$ 5,207.05</b>
<b>44170</b>	<b>MISCELLANEOUS</b>	<b>\$ 34,003.62</b>	<b>\$ 51,222.00</b>	<b>\$ 130.00</b>	<b>\$ 85,355.62</b>
<b>44145</b>	<b>SALE OF RECYCL MAT.</b>				<b>\$ -</b>
<b>44530</b>	<b>SALE OF EQUIPMENT</b>				<b>\$ -</b>
<b>46410</b>	<b>BRIDGE PROGRAM</b>	<b>\$ -</b>			<b>\$ -</b>
<b>46420</b>	<b>STATE AID PROGRAM</b>			<b>\$ 12,124.13</b>	<b>\$ 12,124.13</b>
<b>46920</b>	<b>GASOLINE TAX</b>	<b>\$ 204,965.19</b>	<b>\$ 222,318.51</b>	<b>\$ 244,740.88</b>	<b>\$ 672,024.58</b>
<b>46930</b>	<b>GASOLINE INSPECTION FEE</b>	<b>\$ 10,362.15</b>	<b>\$ 10,362.04</b>	<b>\$ 10,362.04</b>	<b>\$ 31,086.23</b>
<b>46980</b>	<b>OTHER STATE GRANTS</b>		<b>\$ 24,984.45</b>		<b>\$ 24,984.45</b>
<b>47590</b>	<b>FEDERAL THRU STATE</b>				<b>\$ -</b>
<b>44520</b>	<b>INSURANCE RECOVERY</b>				<b>\$ -</b>
<b>47230</b>	<b>DISASTER RELIEF</b>		<b>\$ 127,936.80</b>		<b>\$ 127,936.80</b>
<b>48120</b>	<b>PAVING AND MAINTENANCE</b>		<b>\$ 13,800.00</b>		<b>\$ 13,800.00</b>

**TOTAL REVENUE**

**\$ 325,446.21 \$ 518,984.77 \$ 336,819.51 \$ 1,181,250.49**

**TOTAL AVAILABILITY**

**\$ 5,903,248.82**



# EXPENDITURES APRIL, MAY, JUNE 2015

GENERAL ADMINISTRATION - 61000	APRIL	MAY	JUNE	TOTALS
101 COUNTY OFFICIAL	\$ 8,567.60	\$ 8,567.60	\$ 8,567.60	\$ 25,702.80
103 ASSISTANT	\$ 5,003.04	\$ 5,003.04	\$ 5,003.04	\$ 15,009.12
119 ACCOUNTANT/BOOKKEEPER	\$ 3,292.80	\$ 3,292.80	\$ 3,292.80	\$ 9,878.40
161 SECRETARY	\$ 2,710.40	\$ 2,710.40	\$ 2,710.40	\$ 8,131.20
162 PURCHASING CLERK	\$ 2,705.60	\$ 2,705.60	\$ 2,705.60	\$ 8,116.80
187 OVERTIME	\$ 46.31	\$ 20.58	\$ 20.58	\$ 87.47
191 COMMISSIONERS			\$ 900.00	\$ 900.00
201 SOCIAL SECURITY	\$ 1,304.40	\$ 1,301.46	\$ 1,357.16	\$ 3,963.02
204 STATE RETIREMENT	\$ 3,085.42	\$ 3,081.87	\$ 3,081.87	\$ 9,249.16
206 LIFE INSURANCE	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
207 MEDICAL INSURANCE	\$ 4,362.72	\$ 4,362.72	\$ 4,362.72	\$ 13,088.16
212 EMPLOYER MEDICARE	\$ 305.08	\$ 304.40	\$ 317.43	\$ 926.91
320 DUES & MEMBERSHIP				\$ -
331 LEGAL SERVICES				\$ -
336 R & M SERVICE EQUIPT.				\$ -
337 R & M SERV-OFFICE EQUIPMENT				\$ -
347 PEST CONTROL				\$ -
348 POSTAL CHARGES				\$ -
349 PRINTING STAT. FORMS		\$ 303.63		\$ 303.63
351 RENTALS	\$ 196.30	\$ 196.30	\$ 196.30	\$ 588.90
355 TRAVEL				\$ -
356 TUITION				\$ -
399 OTHER CONTRACTED SERV.	\$ 430.50	\$ 54.00		\$ 484.50
410 CUSTODIAN SUPPLIES				\$ -
411 DATA PROCESSING SUPPLIES				\$ -
413 DRUGS & MEDICAL SUPPLIES	\$ 139.56	\$ 149.51	\$ 216.64	\$ 505.71
414 DUPLICATING SUPPLIES				\$ -
422 FOOD SUPPLIES				\$ -
432 LIBRARY BOOKS				\$ -
435 OFFICE SUPPLIES	\$ 806.90	\$ 47.43	\$ 1.80	\$ 856.13
499 OTHER SUPPLIES & MATERIALS	\$ 1,088.19	\$ 256.81	\$ 73.96	\$ 1,418.96
<b>TOTAL 61000</b>	<b>\$ 34,066.82</b>	<b>\$ 32,380.15</b>	<b>\$ 32,829.90</b>	<b>\$ 99,276.87</b>

## HIGHWAY BRIDGE MAINTENANCE - 62000

141 FOREMEN	\$ 34,378.46	\$ 34,378.46	\$ 34,378.46	\$ 103,135.38
142 MECHANICS	\$ 7,747.60	\$ 8,497.70	\$ 8,521.63	\$ 24,766.93
144 EQUIPMENT OP. HEAVY	\$ 37,067.21	\$ 37,194.01	\$ 37,238.40	\$ 111,499.62
145 EQUIPMENT OP. LIGHT	\$ 14,241.62	\$ 14,241.60	\$ 14,241.60	\$ 42,724.82
147 TRUCK DRIVERS	\$ 37,057.61	\$ 36,921.32	\$ 36,852.52	\$ 110,831.45
149 LABORERS	\$ 7,998.40	\$ 7,998.41	\$ 7,874.60	\$ 23,871.41
168 PART TIME	\$ 1,082.24	\$ 3,840.28	\$ 5,068.87	\$ 9,991.39
187 OVERTIME	\$ 780.76	\$ 69.82	\$ 601.45	\$ 1,452.03
201 SOCIAL SECURITY	\$ 8,105.27	\$ 8,295.32	\$ 8,385.32	\$ 24,785.91
204 STATE RETIREMENT	\$ 18,973.69	\$ 18,695.23	\$ 19,025.23	\$ 56,694.15
206 LIFE INSURANCE	\$ 218.90	\$ 218.90	\$ 218.90	\$ 656.70
207 MEDICAL INSURANCE	\$ 39,269.84	\$ 38,186.70	\$ 38,186.70	\$ 115,643.24
212 EMPLOYER MEDICARE	\$ 1,895.65	\$ 1,940.06	\$ 1,961.17	\$ 5,796.88
322 DRUG TESTING				\$ -
340 MEDICAL & DENTAL SERVICE				\$ -

445 SAND				\$	-
446 SMALL TOOLS				\$	-
447 STRUCTURAL STEEL				\$	-
455 WOOD PRODUCTS				\$	-
499 OTHER SUPPLIES & MATERIALS	\$ 1,012.60	\$ 42.10	\$ 1,168.82	\$	2,223.52

<b>TOTAL 62000</b>	<b>\$ 220,288.65</b>	<b>\$ 535,602.04</b>	<b>\$ 384,792.83</b>	<b>\$ 1,140,683.52</b>
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#### OPERATION/MAINTENANCE OF EQUIPT. - 63100

141 FOREMEN	\$ 4,265.92	\$ 4,265.92	\$ 4,265.92	\$ 12,797.76
142 MECHANICS	\$ 12,249.61	\$ 12,249.60	\$ 12,249.61	\$ 36,748.82
147 TRUCK DRIVERS	\$ 2,313.60	\$ 2,313.60	\$ 2,313.60	\$ 6,940.80
162 CLERICAL	\$ 2,534.40	\$ 2,534.40	\$ 2,534.40	\$ 7,603.20
187 OVERTIME	\$ 163.70	\$ 43.63	\$ 116.34	\$ 323.67
201 SOCIAL SECURITY	\$ 1,223.01	\$ 1,216.51	\$ 1,220.45	\$ 3,659.97
204 STATE RETIREMENT	\$ 2,975.08	\$ 2,958.49	\$ 2,968.53	\$ 8,902.10
206 LIFE INSURANCE	\$ 30.80	\$ 30.80	\$ 30.80	\$ 92.40
207 MEDICAL INSURANCE	\$ 6,376.86	\$ 6,376.86	\$ 6,376.86	\$ 19,130.58
212 EMPLOYER MEDICARE	\$ 286.03	\$ 284.51	\$ 285.43	\$ 855.97
322 EVALUATION & TESTING				\$ -
330 OPERATING LEASE PAYMENTS				\$ -
335 R & M SERV.-BLDG.				\$ -
336 R & M SERV.-VEHICLES	\$ 1,140.00		\$ 22.00	\$ 1,162.00
338 R & M SERV.-VEHICLES	\$ 483.65	\$ 638.84	\$ 100.00	\$ 1,202.49
351 RENTALS				\$ -
399 OTHER CONTRACTED SERVICES	\$ 2,166.00	\$ 320.00		\$ 2,486.00
410 CUSTODIAN SUPPLIES				\$ -
412 DIESEL	\$ 13,633.62	\$ 15,962.33	\$ 14,704.10	\$ 44,300.05
418 EQUIPMENT & MACHINERY PARTS	\$ 13,798.80	\$ 22,540.30	\$ 12,956.18	\$ 49,295.28
422 FOOD SUPPLIES				\$ -
424 GARAGE SUPPLIES				\$ -
425 GASOLINE	\$ 13,355.34	\$ 15,926.77		\$ 29,282.11
433 LUBRICANTS	\$ 3,593.92	\$ 2,415.70	\$ 3,495.80	\$ 9,505.42
435 OFFICE SUPPLIES				\$ -
446 SMALL TOOLS	\$ 1,791.43	\$ 2,325.34	\$ 531.09	\$ 4,647.86
450 TIRES & TUBES	\$ 1,741.20	\$ 9,036.85	\$ 4,254.75	\$ 15,032.80
453 VEHICLE PARTS	\$ 7,780.32	\$ 17,377.71	\$ 6,801.74	\$ 31,959.77
499 OTHER SUPPLIES & MATERIALS	\$ 2,694.58	\$ 1,807.12	\$ 2,505.91	\$ 7,007.61

<b>TOTAL 63100</b>	<b>\$ 94,577.87</b>	<b>\$ 120,625.28</b>	<b>\$ 77,733.51</b>	<b>\$ 292,936.66</b>
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#### TRAFFIC CONTROL - 63600

141 FOREMEN	\$ 4,265.92	\$ 4,265.92	\$ 4,265.92	\$ 12,797.76
144 HVY. EQUIPT. OPERATORS	\$ 5,315.20	\$ 5,315.20	\$ 5,315.20	\$ 15,945.60
149 TRAFFIC CONTROL OPERATORS	\$ 4,475.20	\$ 4,475.20	\$ 4,475.20	\$ 13,425.60
187 OVERTIME				\$ -
201 SOCIAL SECURITY	\$ 831.34	\$ 831.16	\$ 830.60	\$ 2,493.10
204 STATE RETIREMENT	\$ 1,942.60	\$ 1,942.60	\$ 1,942.60	\$ 5,827.80
206 LIFE INSURANCE	\$ 22.00	\$ 22.00	\$ 22.00	\$ 66.00
207 MEDICAL INSURANCE	\$ 2,618.98	\$ 2,618.98	\$ 2,618.98	\$ 7,856.94
212 EMPLOYER MEDICARE	\$ 194.42	\$ 194.38	\$ 194.25	\$ 583.05
320 DUES & MEMBERSHIP				\$ -
322 DRUG TESTING				\$ -

				\$	-
<b>TOTAL 63600</b>	<b>\$ 22,273.49</b>	<b>\$ 108,421.95</b>	<b>\$ 28,384.72</b>	<b>\$</b>	<b>159,080.16</b>

**OTHER CHARGES - 65000**

307 COMMUNICATIONS	\$ 483.91	\$ 559.95	\$ 493.24	\$	1,537.10
333 LICENSES				\$	-
399 OTHER CONTRACTED SERVICES	\$ 96.95	\$ 6.95	\$ 13.90	\$	117.80
415 ELECTRICITY	\$ 2,092.68	\$ 1,203.62	\$ 2,584.27	\$	5,880.57
434 NATURAL GAS	\$ 474.34	\$ 161.97	\$ 66.81	\$	703.12
454 WATER & SEWER	\$ 150.24	\$ 185.92	\$ 206.46	\$	552.62
502 BLDG. & CONTENTS INSURANCE				\$	-
504 INDIRECT COSTS	\$ 672.06			\$	672.06
506 LIABILITY INSURANCE				\$	-
508 PREM. CORPORATE SURETY BONDS				\$	-
510 TRUSTEES COMMISSION	\$ 3,246.00	\$ 3,227.11	\$ 3,626.21	\$	10,099.32
513 WORKMANS COMP. INSURANCE				\$	-

<b>TOTAL - 65000</b>	<b>\$ 7,226.18</b>	<b>\$ 5,345.52</b>	<b>\$ 6,990.89</b>	<b>\$</b>	<b>19,562.59</b>
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**EMPLOYEE BENEFITS - 66000**

207 HEALTH INSURANCE	\$ 3,916.46	\$ 47.02	\$ 3,916.46	\$	7,879.94
210 UNEMPLOYMENT COMP.		\$ 610.13		\$	610.13

<b>TOTAL 66000</b>	<b>\$ 3,916.46</b>	<b>\$ 657.15</b>	<b>\$ 3,916.46</b>	<b>\$</b>	<b>8,490.07</b>
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**CAPITAL OUTLAY - 68000**

321 ENGINEERING SERVICES					
330 LEASE PURCHASES					
399 OTHER CONTRACTED SERVICES					
705 BRIDGE CONSTRUCTION					
706 BUILDING CONSTRUCTION					
707 BUILDING IMPROVEMENTS		\$ 6,130.00	\$ 5,504.80	\$	11,634.80
708 COMMUNICATION EQUIPMENT					
709 DATA PROCESSING EQUIPT.					
711 FURNITURE & FIXTURES	\$ 194.50			\$	194.50
712 HEATING & AIR COND. EQUIPT.		\$ 575.35		\$	575.35
714 HIGHWAY EQUIPMENT		\$ 86,731.40	\$ 86,500.00	\$	173,231.40
718 MOTOR VEHICLES					
719 OFFICE EQUIPMENT					
723 RIGHT OF WAY					
726 STATE AID PROJECTS					
790 OTHER EQUIPMENT		\$ 1,389.80	\$ 5,150.00	\$	6,539.80

<b>TOTAL 68000</b>	<b>\$ 194.50</b>	<b>\$ 94,826.55</b>	<b>\$ 97,154.80</b>	<b>\$</b>	<b>192,175.85</b>
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21100				\$	-
21410				\$	-
21200 ACCRUED PAYROLL				\$	-

21344 LIFE INSURANCE					
21345 COLONIAL LIFE	\$ (2,224.30)	\$ (2,097.86)	\$ (2,097.86)	\$ (6,420.02)	
21346 DENTAL	\$ (2,858.44)	\$ (2,797.44)	\$ (2,797.44)	\$ (8,453.32)	
21347 VOLUNTEER LIFE	\$ (1,854.30)	\$ (1,819.00)	\$ (1,819.00)	\$ (5,492.30)	
21348 USABLE DEP	\$ (42.00)	\$ (40.50)	\$ (40.50)	\$ (123.00)	
21349-035 LEGAL SHIELD	\$ (103.60)	\$ (103.60)	\$ (103.60)	\$ (310.80)	
21349-266 VISION	\$ (418.98)	\$ (418.98)	\$ (421.94)	\$ (1,259.86)	
21351 PEBSCO					
21352 GREAT WEST	\$ (250.20)	\$ (250.20)	\$ (292.88)	\$ (793.28)	
21352 PRINCIPAL	\$ (2,142.44)	\$ (2,108.98)	\$ (2,109.68)	\$ (6,361.10)	
21353 GREAT WEST					
21353 PRINCIPAL	\$ (70.00)	\$ (70.00)	\$ (70.00)	\$ (210.00)	
21360 GARNISHMENTS	\$ (3,211.15)	\$ (3,211.15)	\$ (3,211.15)	\$ (9,633.45)	
21390 UNITED WAY	\$ (40.00)	\$ (40.00)	\$ (40.00)	\$ (120.00)	
21390-096 CHRISTMAS CLUB	\$ (2,590.00)	\$ (2,690.00)	\$ (2,690.00)	\$ (7,970.00)	
21390-268 UNIFORMS	\$ (290.12)	\$ (302.44)	\$ (371.69)	\$ (964.25)	
21349-266 ON SITE MEDICAL		\$ (10.00)	\$ (10.00)	\$ (20.00)	
21349 CLARKSVILLE ATHLETIC CLUB	\$ (80.00)	\$ (80.00)	\$ (80.00)	\$ (240.00)	
21349 TSAC-FSA	\$ (250.00)	\$ (250.00)	\$ (250.00)	\$ (750.00)	
<b>TOTAL ACCRUALS</b>	<b>\$ (60,788.53)</b>	<b>\$ (61,089.92)</b>	<b>\$ (61,597.42)</b>	<b>\$ (183,475.87)</b>	

**PAID**

21310 INCOME TAX	\$ 21,003.58	\$ 21,335.05	\$ 21,479.07	\$ 63,817.68	
21320 SOCIAL SECURITY	\$ 11,484.02	\$ 11,644.45	\$ 11,793.53	\$ 34,902.00	
21325 MEDICARE	\$ 2,681.18	\$ 2,723.35	\$ 2,758.28	\$ 8,162.81	
21341 HEALTH INSURANCE	\$ 9,205.56	\$ 9,088.24	\$ 9,160.80	\$ 27,454.60	
21342 ACCIDENT INSURANCE					
21343 CANCER INSURANCE	\$ 8.70	\$ 8.70		\$ 17.40	
21344 LIFE INSURANCE					
21345 COLONIAL LIFE	\$ 2,224.30	\$ 2,097.86	\$ 2,097.86	\$ 6,420.02	
21346 DENTAL	\$ 2,858.44	\$ 2,797.44	\$ 2,797.44	\$ 8,453.32	
21347 VOLUNTEER LIFE	\$ 1,854.30	\$ 1,819.00	\$ 1,819.00	\$ 5,492.30	
21348 USABLE DEP	\$ 42.00	\$ 40.50	\$ 40.50	\$ 123.00	
21349-035 LEGAL SHIELD	\$ 103.60	\$ 103.60	\$ 103.60	\$ 310.80	
21349-246 VISION	\$ 424.92	\$ 418.96	\$ 427.90	\$ 1,271.78	
21351 PEBSCO					
21352 GREAT WEST	\$ 250.20	\$ 250.20	\$ 292.88	\$ 793.28	
21352 PRINCIPAL	\$ 2,142.44	\$ 2,108.98	\$ 2,109.68	\$ 6,361.10	
21353 GREAT WEST					
21353 PRINCIPAL	\$ 70.00	\$ 70.00	\$ 70.00	\$ 210.00	
21360 GARNISHMENTS	\$ 3,211.15	\$ 3,211.15	\$ 3,211.15	\$ 9,633.45	
21390 UNITED WAY	\$ 40.00	\$ 40.00	\$ 40.00	\$ 120.00	
21390-096 CHRISTMAS CLUB		\$ 630.00		\$ 630.00	
21390-268 UNIFORMS	\$ 362.65	\$ 290.12	\$ 314.76	\$ 967.53	
21349-196 MED FLEX					
21391 ON SITE MEDICAL		\$ 10.00	\$ 10.00	\$ 20.00	
21349 CLARKSVILLE ATHLETIC CLUB	\$ 80.00	\$ 80.00	\$ 80.00	\$ 240.00	
21349 TSAC-FSA	\$ 250.00	\$ 250.00	\$ 250.00	\$ 750.00	
<b>TOTAL PAID</b>	<b>\$ 58,277.02</b>	<b>\$ 59,017.60</b>	<b>\$ 58,856.45</b>	<b>\$ 176,151.07</b>	

**TO THE HONORABLE COURT OF MONTGOMERY COUNTY**

**CLARKSVILLE, TENNESSEE**

**I RESPECTFULLY SUBMIT THE FOLLOWING REPORT SHOWING THE RECEIPTS AND  
DISBURSEMENTS OF THE ROAD DAMAGE FUND FOR THE QUARTER ENDING  
30-Jun-15**

**BEGINNING BANK BALANCE**

**\$79,065.00**

**DEPOSITS    Apr-15**

MARCO HERNANDEZ	\$250.00
CHRIS BLACKWELL	\$765.00
BERT SINGLETARY	\$1,250.00
ROBERT REYNOLDS	\$550.00
JAKE WELCH	\$250.00
HALLIDAY BUILDERS	\$500.00
GINA MILLS	\$250.00
CRABBE CONST.	\$500.00
MAYNARD CONST.	\$250.00
PAUL KRUECKEBERG	\$250.00
JAMES & DEBBIE WHITAKER	\$250.00
JERRY HARWELL	\$250.00
RICK REDA HOMES	\$250.00
CHRIS BLACKWELL	\$750.00
JOHNSON CONST.	\$250.00
CRABBE CONST.	\$500.00
MARTY DARNELL	\$250.00
JIM THOMAS CONST.	\$1,000.00
REDA HOME BUILDERS	\$250.00
CHRIS BLACKWELL	\$750.00
ANITA & KELLY CULPEPPER	\$250.00

**TOTAL DEPOSITS APRIL**

**\$9,565.00**

**DEPOSITS    May-15**

RR HAMILTON	\$250.00
JIM THOMAS CONST.	\$250.00
JAMES PELHAM	\$750.00
PAUL KRUECKEBERG	\$250.00
ERIC HUNEYCUTT	\$500.00
JOHN FRAZIER	\$500.00
BURKHART CONST.	\$250.00
CLARKSVILLE HOMES	\$250.00
CLARKSVILLE HOMES	\$250.00
PROVIDENCE BUILDERS	\$1,515.00
McCALL CONST.	\$250.00
BARRY BOWERS	\$500.00
CRABBE CONST	\$250.00
BIRCHWOOD CONST.	\$500.00
RAYMOND FUSSELL	\$250.00
PROVIDENCE BUILDERS	\$250.00
BARRY BOWERS	\$500.00
BARRETT CONST.	\$250.00

**DEPOSITS Jun-15**

PAUL KRUECKEBERG	\$250.00
ROBERT KOLBE	\$250.00
CRABBE CONSTRUCTION	\$750.00
BIRCHWOOD CONST.	\$750.00
ROBERT HAND	\$250.00
ESKILDSON & WICKHAM	\$250.00
GORDON WOODSON	\$500.00
CHRIS BLACKWELL	\$750.00
JOE & JUDY EDGELL	\$250.00
NATE BURRAGE	\$250.00
KEVIN GRIFFEY	\$250.00
MASON HOMES	\$250.00
JOHN REDMAN	\$280.00
MARTY DARNELL	\$250.00
CRABBE CONST.	\$500.00
CHRIS BLACKWELL	\$500.00
BURKHART CONST	\$250.00
DAVID WRIGHT	\$250.00
REED BALDWIN	\$250.00
PROVIDENCE BUILDERS	\$1,015.00
BILL MACE	\$250.00
REDA HOME BUILDERS	\$500.00
BRM HOMES	\$250.00
CHRIS BLACKWELL	\$1,000.00
REDA HOME BUILDERS	\$500.00
WOODSON CONST.	\$250.00
CLARKSVILLE HOMES	\$250.00
REDA HOME BUILDERS	\$250.00
CRABBE CONST.	\$500.00
MICHAEL CONNERTH	\$250.00

**TOTAL JUNE DEPOSITS****\$12,015.00****REFUNDS Apr-15**

MAYNARD CONST.	\$750.00
JIM THOMAS CONST.	\$500.00
REDA HOME BUILDERS	\$250.00
T J MOBLEY	\$250.00
BERT SINGLETARY	\$1,000.00
OLD SOUTH PROPERTIES	\$750.00
HALLIDAY BUILDERS	\$500.00
JOHN CRABBE	\$1,250.00
TODD PHILLIPS VOID CK # 185343	-\$250.00
TODD PHILLIPS	\$250.00
PAUL KRUECKEBERG	\$500.00
ARTHUR REYNOLDS	\$250.00

**TOTAL APRIL REFUNDS****\$6,000.00****REFUNDS May-15**

BURKHART CONST.	\$500.00
LEON JONES	\$515.00
BIRCHWOOD CONST.	\$500.00
STEVE HUDSON	\$515.00
SERVEPRO BY CRAIG CHUDоба	\$250.00
DANNY BRITT	\$250.00
JAMES MARKHAM	\$250.00
ERIC HUNEYCUTT	\$500.00
REDA HOME BUILDERS	\$250.00
DAVE WILLIAMS	\$250.00
RICKY REDA	\$250.00
CRAIG BLUEDORN	\$250.00

**TOTAL MAY REFUNDS**

**\$8,530.00**

**REFUNDS Jun-15**

PAUL KRUECKEBERG	\$515.00
HILDA MADINE	\$250.00
KEVIN GRIFFEY	\$250.00
MARTY DARNELL	\$1,250.00
CHRIS BLACKWELL	\$2,530.00
REED BALDWIN	\$250.00
DAVID J WRIGHT	\$250.00
BRM HOMES	\$500.00
PROVIDENCE BUILDERS	\$500.00
LEN RYE	\$500.00
LANNY GROVES	\$515.00

**TOTAL JUNE REFUNDS**

**\$7,310.00**

**ENDING BALANE JUNE 2015**

**\$87,820.00**

**TO THE HONORABLE MEMBERS  
OF THE BOARD OF COUNTY COMMISSIONERS  
ASSEMBLED**

**THIS, THE TENTH DAY OF AUGUST, 2015**

**I RESPECTFULLY SUBMIT THE FOLLOWING REPORT SHOWING THE  
WORK DONE IN FISCAL YEAR JULY 1, 2014 THRU JUNE 30, 2015.**

**GRADE & DRAINAGE – NEW CONSTRUCTION**

<b>July-Aug-Sept</b>	<b>-- None this quarter.</b>
<b>Oct-Nov-Dec</b>	<b>-- None this quarter.</b>
<b>Jan-Feb-Mar</b>	<b>-- None this quarter.</b>
<b>Apr-May-Jun</b>	<b>-- None this quarter.</b>

**BRIDGES & CULVERTS**

<b>July-Sept</b>	<b>Bridge Repair</b>  <b>Broome Cem. Road</b> <b>Grants Chapel Rd.</b> <b>Southside Rd</b>
<b>Oct-Dec</b>	<b>C B Road</b> <b>Batson Mill Road</b>
<b>Jan-Mar</b>	<b>Poplar Springs Rd.</b>
<b>Apr-Jun</b>	<b>None this quarter</b>

**CULVERTS INSTALLED**

<b>July-Aug-Sept</b>	<b>Installed three hundred fifty-eight (358) linear feet of metal culverts.</b>
<b>Oct- Nov-Dec</b>	<b>Installed one hundred eighty-six (186)</b>



**ROADS HOT MIXED:**

<b>July-Aug-Sept</b>	<b>Seventeen and eight hundredths (17.08) miles of county roads were hot mixed.</b>
<b>Oct-Nov-Dec</b>	<b>One and forty hundredths (1.40) miles of county roads were hot mixed.</b>
<b>Jan- Feb-Mar</b>	<b>None this quarter</b>
<b>Apr-May-June</b>	<b>Seven and eleven hundredths (7.11) miles of county roads were hot mixed.</b>

**ROADS OILED & CHIPPED:**

<b>July-Aug -Sept</b>	<b>None this quarter</b>
<b>Oct-Nov-Dec</b>	<b>None this quarter</b>
<b>Jan- Feb-Mar</b>	<b>None this quarter</b>
<b>Apr- May-June</b>	<b>None thus quarter</b>

**TRAFFIC CONTROL:**

<b>July-Aug- Sept</b>	<b>Erected 154 Signs</b>
<b>Oct- Nov-Dec</b>	<b>Erected 112 Signs</b>
<b>Jan-Feb-Mar</b>	<b>Erected 103 Signs</b>
<b>Apr-May-Jun</b>	<b>Erected 102 Signs</b>

**ROADS STRIPED:**

<b>July-Aug- Sept</b>	<b>Fifty-six and sixty-five hundredths (56.65) miles of county roads were striped.</b>  <b>One thousand nine hundred twenty-six (1,926) gallons yellow, one thousand nine hundred twenty-six (1,926) gallons white, 23,112 lbs. beads were used in striping the above roads.</b>
<b>Oct-Nov-Dec</b>	<b>Twelve and sixty-two hundredths (12.62) miles of county roads were striped.</b>

## ROADS STRIPED(CONT)

**Apr-May-Jun**

**Forty-three and ninety-two hundredths (43.92) miles of county roads were striped.**

**Two thousand one hundred, eleven (2,111) gallons yellow two thousand one hundred, eleven (2,111) gallons white and 17,568 lbs. beads were used in striping county roads.**

## ASPHALT PURCHASED:

<b>Jul-Aug-Sept</b>	<b>Hot Mix</b>	<b>11,107.90</b>	<b>Tons</b>
	<b>N. Stroudsville Rd SA-63021 (1) State Aid</b>	<b>2,354.06</b>	<b>Tons</b>
	<b>Dotsonville Rd. SA-63008 (8) State Aid</b>	<b>1,855.51</b>	<b>Tons</b>
	<b>Mt. Carmel Rd. SA- 63040 (8) State Aid</b>	<b>971.82</b>	<b>Tons</b>
	<b>Chapel Hill Rd. SA-63013 (13) State Aid</b>	<b>388.91</b>	<b>Tons</b>
	<b>SS-1 State Aid</b>	<b>5,443.6620</b>	<b>Gal.</b>
<b>Oct-Nov- Dec</b>	<b>Hot Mix</b>	<b>1,238.43</b>	<b>Tons</b>
	<b>RS-2</b>	<b>17,065.87</b>	<b>Gal.</b>
<b>Jan-Feb-Mar</b>	<b>Asphalt Purchased</b>	<b>None this quarter</b>	
	<b>SS-1</b>	<b>None this quarter</b>	
	<b>RS-1</b>	<b>None this quarter</b>	
<b>Apr-May-Jun</b>	<b>Hot Mix</b>	<b>9,519.18</b>	<b>Tons</b>
	<b>SS-1</b>	<b>None this quarter</b>	
	<b>RS-2</b>	<b>5,253.837</b>	<b>Gal.</b>

## CRUSHED STONE(CONT)

Jan- Feb-Mar

One thousand seven and nineteen hundredths (1007.19) tons of crushed stone were hauled and placed on the county roads and projects.

April-May-June

Two thousand, three hundred, ninety-two and two hundredths (2,392.02) tons of crushed stone were hauled and placed on the county roads.

## GUARDRAILS:

July Aug Sept

N. Woodson Rd. 1 end cap & decal

River Road 1 end cap

Oct Nov Dec

Cumberland Heights Rd. 4 12' 6" sect. rail  
6 posts  
6 blocks  
1 end cap

Zinc Plant Rd. 1 end cap  
1 decal

Tarsus Road 1 12' 16" sect. rail

Oakland Rd. 1 post  
1 block

Mayhew Rd. 1 12' 6" sect. rail

Jan Feb Mar

Old City Ferry Rd. 3 12' 6" sect. rail  
5 posts & blocks  
1 end cap

Cumberland Heights Rd. 2 12' 6" sect. rail  
2 posts & blocks

Budds Creek Rd. 2 12' 6" sect. rail  
3 posts & blocks  
1 bridge shoe

Budds Creek Rd. 1 bridge shoe  
anchors & bolts

**PROJECTS:**

**July-Aug-Sept                      None this Quarter**

**Oct-Nov-Dec                      None this quarter**

**Jan-Feb-Mar                      Dirt Hauled for Bi-County  
from Union Carbide site  
to Landfill on Dover Rd.  
\$14,750.00**

**April-May-June                      Hauled dirt for Bi-County  
from Union Carbide Site  
to Landfill on Dover Rd.  
Reimbursed \$43,175.00**

**Hauled dirt for Montgomery Co. Parks & Recreation  
from Lacey's Springs, Ala. & Graysville, Ala. to the  
Civitan Park.  
Reimbursed \$7,700.00**

**Montgomery County Government  
Paved S. Guthrie Community Center  
Reimbursed \$13,800.00**

**Montgomery County Government  
Work completed on the parking lot at the  
S. Guthrie Community Center.  
Reimbursed \$32,000.00**

**Crushed stone is placed, as needed on County Roads. Right of way maintenance and  
patching continues daily.**

**Respectfully submitted,**

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT**



**Mike Frost,  
Highway Supervisor**

# TO THE HONORABLE COURT OF MONTGOMERY COUNTY

## CLARKSVILLE, TENNESSEE

I RESPECTFULLY SUBMIT THE FOLLOWING REPORT SHOWING THE RECEIPTS AND  
DISBURSEMENTS OF THE GENERAL ROAD FUNDS FOR THE YEAR ENDING  
30-Jun-15

### BEGINNING BANK BALANCE

\$ 3,952,206.99

		1ST. QUAR	2ND QUAR	3RD QUAR	4TH QUAR	TOTAL
40110	CURRENT PROPERTY TAX		\$ 2,076,667.55	\$ 1,680,494.77	\$ 68,787.77	\$ 3,825,950.09
40110-	2 PUBLIC UTILITIES					\$ -
40120	TRUSTEE COL. PR. YEAR	\$ 52,662.36	\$ 38,374.58	\$ 52,634.02	\$ 18,164.18	\$ 161,835.14
40125	TRUSTEES BANKRUPT	\$ 232.45	\$ 627.39	\$ 1,990.53	\$ 1,874.33	\$ 4,724.70
40140-	3 TRUSTEE-INT. & PENALTY	\$ 12,620.99	\$ 6,545.30	\$ 14,032.37	\$ 8,703.20	\$ 41,901.86
40140	4 CIR. CT.-INT. & PENALTY					
40150	PICKUP TAXES					
40270	BUSINESS TAX	\$ 4,834.47	\$ 9,895.05	\$ 11,556.12	\$ 74,232.50	\$ 100,518.14
40280	SERVANCE TAX		\$ 58,522.04	\$ 58,641.35	\$ 35,323.52	\$ 152,486.91
40320	BANK EXCISE TAX			\$ 13,589.59		\$ 13,589.59
43380	VENDING MACHINE COM					\$ -
44135	SALE OF GASOLINE	\$ 8,015.06	\$ 9,004.71	\$ 5,227.73	\$ 5,207.05	\$ 27,454.55
44170	MISCELLANEOUS	\$ 3,000.98	\$ 1,937.45	\$ 18,951.48	\$ 85,355.62	\$ 109,245.53
44145	SALE OF RECYCL MAT.					
44530	SALE OF EQUIPMENT					
46410	BRIDGE PROGRAM					\$ -
46420	STATE AID PROGRAM		\$ 316,562.45		\$ 12,124.13	\$ 328,686.58
46920	GASOLINE TAX	\$ 493,355.63	\$ 723,888.38	\$ 735,885.20	\$ 672,024.58	\$ 2,625,153.79
46930	GASOLINE INSPECTION FEE	\$ 20,724.08	\$ 31,086.12	\$ 31,086.12	\$ 31,086.23	\$ 113,982.55
46980	OTHER STATE GRANTS				\$ 24,984.45	\$ 24,984.45
46990	OTHER STATE REVENUE		\$ 15,935.90			\$ 15,935.90
47590	FEDERAL THRU STATE					
44990	OTHER LOCAL REVENUE					
49951	FLOOD RECOVERY					\$ -
49700	INSURANCE RECOVERY		\$ 6,423.24	\$ 6,417.53	\$ 1,646.13	\$ 14,486.90

**TOTAL AVAILABILITY**

**\$ 11,996,932.92**

## EXPENDITURES: JULY, 2014 THRU JUNE, 2015

## GENERAL ADMINISTRATION - 61000

1ST. QUAR.	2ND. QUAR.	3RD. QUAR.	4TH. QUAR.	TOTALS
\$ 25,702.79	\$ 25,702.80	\$ 25,702.80	\$ 25,702.80	\$ 102,811.19
\$ 15,283.96	\$ 15,009.12	\$ 17,510.64	\$ 15,009.12	\$ 62,812.84
\$ 10,104.84	\$ 9,878.40	\$ 11,524.80	\$ 9,878.40	\$ 41,386.44
\$ 8,293.82	\$ 8,131.20	\$ 9,486.40	\$ 8,131.20	\$ 34,042.62
\$ 8,279.16	\$ 8,116.81	\$ 9,469.60	\$ 8,116.80	\$ 33,982.37
\$ 81.69	\$ 81.69	\$ 465.11	\$ 87.47	\$ 715.96
\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 3,600.00
\$ 4,033.39	\$ 3,959.41	\$ 4,411.18	\$ 3,963.02	\$ 16,367.00
\$ 9,362.53	\$ 9,248.35	\$ 10,248.84	\$ 9,249.16	\$ 38,108.88
\$ 56.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 254.00
\$ 13,088.16	\$ 13,088.16	\$ 13,088.16	\$ 13,088.16	\$ 52,352.64
\$ 943.32	\$ 926.04	\$ 1,031.69	\$ 926.91	\$ 3,827.96
\$ 3,950.00	\$ 344.00	\$ 4,200.00	\$ 4,294.00	\$ 4,294.00
\$ 336 R & M SERVICE EQUIPT.				
\$ 337 R & M SERV-OFFICE EQUIPMENT				
\$ 346 SMALL TOOLS				
\$ 347 PEST CONTROL				
\$ 348 POSTAL CHARGES				
\$ 349 PRINTING STAT. FORMS				
\$ 351 RENTALS				
\$ 355 TRAVEL				
\$ 356 TUITION				
\$ 361 PERMITS				
\$ 399 OTHER CONTRACTED SERV.	\$ 252.00	\$ 3,763.25	\$ 242.50	\$ 4,742.25
\$ 410 CUSTODIAN SUPPLIES				
\$ 411 DATA PROCESSING SUPPLIES				
\$ 413 DRUGS & MEDICAL SUPPLIES	\$ 291.90	\$ 792.78	\$ 542.75	\$ 2,133.14
\$ 414 DUPLICATING SUPPLIES				
\$ 422 FOOD SUPPLIES				
\$ 432 LIBRARY BOOKS				
\$ 435 OFFICE SUPPLIES	\$ 58.90	\$ 83.47	\$ 116.52	\$ 856.13
\$ 446 SMALL TOOLS				
\$ 499 OTHER SUPPLIES & MATERIALS	\$ 492.44	\$ 706.52	\$ 453.42	\$ 1,418.96
\$ 102,437.80	\$ 102,006.30	\$ 110,393.31	\$ 99,276.87	\$ 414,114.28

TOTAL 61000

## HIGHWAY BRIDGE MAINTENANCE - 62000

\$ 104,792.75	\$ 103,135.40	\$ 120,324.62	\$ 103,135.38	\$ 431,388.15
\$ 26,516.75	\$ 24,614.70	\$ 30,536.82	\$ 24,766.93	\$ 106,435.20
\$ 120,542.93	\$ 119,713.56	\$ 132,433.60	\$ 111,499.62	\$ 484,189.71
\$ 43,354.12	\$ 44,340.14	\$ 50,002.03	\$ 42,724.82	\$ 180,421.11
\$ 110,344.22	\$ 114,036.20	\$ 135,387.24	\$ 110,831.45	\$ 470,599.11
\$ 24,462.72	\$ 21,977.26	\$ 27,987.98	\$ 23,871.41	\$ 98,299.37
\$ 9,875.95	\$ 8,982.53	\$ 5,718.44	\$ 9,991.39	\$ 34,568.31
\$ 2,896.84	\$ 2,339.81	\$ 58,568.67	\$ 1,452.03	\$ 65,257.35
\$ 26,002.89	\$ 25,230.04	\$ 32,919.82	\$ 24,785.91	\$ 108,938.66
\$ 57,218.64	\$ 55,991.44	\$ 74,020.08	\$ 56,694.15	\$ 243,924.31
\$ 571.60	\$ 663.30	\$ 665.50	\$ 656.70	\$ 2,557.10
\$ 122,457.22	\$ 118,369.28	\$ 120,126.06	\$ 115,643.24	\$ 476,595.82
\$ 6,081.32	\$ 5,900.65	\$ 7,699.14	\$ 5,796.88	\$ 25,477.99
\$ 1,975.35	\$ 66.00		\$ 2,395.00	\$ 4,436.35
\$ 14,873.00	\$ 793.50	\$ 3,957.50	\$ 1,467.00	\$ 21,091.00
\$ 649,785.90	\$ 148,318.87	\$ 1,579.38	\$ 474,402.23	\$ 1,274,086.38
\$ 449.64	\$ 34,566.46	\$ 5,311.60	\$ 9,463.89	\$ 44,030.35
\$ 8,684.20	\$ 19,548.93	\$ 14,824.52	\$ 15,526.77	\$ 58,584.42
\$ 8,966.51	\$ 1,235.64	\$ 2,686.20	\$ 3,355.20	\$ 16,243.55
\$ 81,550.67	\$ 77,388.97	\$ 313.65		\$ 158,939.64
\$ 313.65				\$ 313.65

206 LIFE INSURANCE	\$ 89.60	\$ 103.40	\$ 92.40	\$ 92.40	\$ 377.80
207 MEDICAL INSURANCE	\$ 22,805.42	\$ 22,026.28	\$ 19,130.58	\$ 19,130.58	\$ 82,892.86
212 EMPLOYER MEDICARE	\$ 974.33	\$ 938.91	\$ 1,148.76	\$ 855.97	\$ 3,915.97
322 EVALUATION & TESTING					
330 OPERATING LEASE PAYMENTS			\$ 880.00		\$ 880.00
335 R & M SERV.-BLDG.					\$ -
336 R & M SERV.-EQUIPMENT	\$ 480.51	\$ 7,466.95	\$ 86.09	\$ 1,162.00	\$ 9,195.46
338 R & M SERV.-VEHICLES	\$ 330.00	\$ 22,226.38	\$ 3,684.61	\$ 1,202.49	\$ 27,443.48
351 RENTALS					
399 OTHER CONTRACTED SERVICES	\$ 362.44	\$ 699.00	\$ 2,964.14	\$ 2,486.00	\$ 6,511.58
410 CUSTODIAN SUPPLIES					
411 DATA PROCESSING SUPPLIES					
412 DIESEL	\$ 43,236.49	\$ 41,927.28	\$ 45,303.09	\$ 44,300.05	\$ 174,766.91
418 EQUIPMENT & MACHINERY PARTS	\$ 50,272.47	\$ 44,631.95	\$ 44,645.59	\$ 49,295.28	\$ 188,845.29
422 FOOD SUPPLIES					

OPERATION/MAINTENANCE OF EQUIPT. - 63100

424 GARAGE SUPPLIES		217.11	\$ 2,781.96		\$ 767.89
425 GASOLINE	\$ 20,217.17	\$ 36,233.34	\$ 12,311.21	\$ 29,282.11	\$ 20,363.77
427 ICE					
433 LUBRICANTS	\$ 5,329.35	\$ 4,501.04	\$ 4,341.24	\$ 9,505.42	\$ 522.43
435 OFFICE SUPPLIES					
446 SMALL TOOLS	\$ 2,448.38	\$ 2,443.88	\$ 3,120.69	\$ 4,647.86	\$ 1,996.59
450 TIRES & TUBES	\$ 13,139.88	\$ 22,198.32	\$ 9,150.42	\$ 15,032.80	\$ 24,539.47
453 VEHICLE PARTS	\$ 26,057.62	\$ 12,639.21	\$ 22,564.16	\$ 31,959.77	\$ 24,258.51
499 OTHER SUPPLIES & MATERIALS	\$ 3,033.06	\$ 7,315.76	\$ 7,278.26	\$ 7,007.61	\$ 24,634.69
					\$ -
TOTAL 63100	\$ 275,542.36	\$ 310,195.51	\$ 280,567.87	\$ 292,936.66	\$ 941,668.12

TRAFFIC CONTROL - 63600

141 FOREMEN	\$ 12,997.54	\$ 12,797.76	\$ 14,930.72	\$ 12,797.76	\$ 53,523.78
144 HVY. EQUIPT. OPERATORS	\$ 16,264.51	\$ 15,945.60	\$ 18,603.20	\$ 15,945.60	\$ 66,758.91
149 TRAFFIC CONTROL OPERATORS	\$ 13,541.87	\$ 13,473.74	\$ 15,707.37	\$ 13,425.60	\$ 56,150.58
187 OVERTIME	\$ 349.31	\$ 197.79	\$ 5,240.69		\$ 5,787.79
201 SOCIAL SECURITY	\$ 2,571.65	\$ 2,507.35	\$ 3,256.15	\$ 2,493.10	\$ 10,828.25
204 STATE RETIREMENT	\$ 5,963.79	\$ 5,862.06	\$ 7,529.45	\$ 5,827.80	\$ 25,183.10
206 LIFE INSURANCE	\$ 64.71	\$ 66.00	\$ 66.00	\$ 66.00	\$ 252.71
207 MEDICAL INSURANCE	\$ 7,856.94	\$ 7,856.94	\$ 7,856.94	\$ 7,856.94	\$ 31,427.76
212 EMPLOYER MEDICARE	\$ 602.71	\$ 586.40	\$ 761.48	\$ 583.05	\$ 2,533.64
320 DUES & MEMBERSHIP					\$ -
322 DRUG TESTING					\$ -
330 OPERATING LEASE PAYMENT	\$ 55.00		\$ 340.00		\$ 395.00
336 R & M SERV.-EQUIPMENT					\$ -
349 PRINTING STATIONERY FORMS					\$ -
356 TUITION					\$ -
399 OTHER CONTRACTED SERVICES	\$ 75.00	\$ 7,705.00	\$ 12,696.14		\$ 20,476.14
415 ELECTRICITY	\$ 5,273.55	\$ 7,450.91	\$ 7,627.89	\$ 7,656.79	\$ 28,009.14
418 EQUIPMENT AND MACHINERY PARTS					
429 INSTRUCTIONAL MATERIALS					
443 ROAD SIGNS	\$ 10,032.22	\$ 6,687.60	\$ 3,697.94	\$ 5,474.75	\$ 25,892.51
446 SMALL TOOLS	\$ 68.28	\$ 233.71	\$ 29.39	\$ 194.65	\$ 526.03
451 UNIFORMS	\$ 46.00	\$ 1,136.95		\$ 750.00	\$ 1,932.95
499 OTHER SUPPLIES & MATERIALS	\$ 1,586.82		\$ 551.33	\$ 86,008.12	\$ 1,364.94
					\$ -
TOTAL 63600	\$ 77,341.90	\$ 82,509.81	\$ 98,894.69	\$ 159,080.16	\$ 417,826.56

OTHER CHARGES - 65000

307 COMMUNICATIONS	\$ 529.89	\$ 43.56	\$ 1,265.35	\$ 1,537.10	\$ 3,375.92
333 LICENSES	\$ 45.00	\$ 1,490.50			\$ 1,495.50
399 OTHER CONTRACTED SERVICES	\$ 7.90	\$ 11.85	\$ 17.85	\$ 117.80	\$ 155.40
415 ELECTRICITY	\$ 3,995.59	\$ 5,345.69	\$ 9,141.38	\$ 5,880.57	\$ 24,363.23
434 NATURAL GAS	\$ 62.98	\$ 687.61	\$ 2,759.74	\$ 703.12	\$ 4,213.45
454 WATER & SEWER	\$ 925.48	\$ 907.40	\$ 591.20	\$ 552.62	\$ 2,976.70
502 BLDG. & CONTENTS INSURANCE	\$ 254,905.30				\$ 254,905.30
504 INDIRECT COSTS	\$ 3,749.83	\$ 622.24	\$ 1,433.62	\$ 672.06	\$ 6,477.75
506 LIABILITY INSURANCE					\$ -
508 PREM. CORPORATE SURETY BONDS					\$ -
510 TRUSTEES COMMISSION	\$ 10,057.27	\$ 50,718.89	\$ 47,945.77	\$ 10,099.32	\$ 118,821.25
513 WORKMANS COMP. INSURANCE					\$ -
515 LIABILITY CLAIMS					\$ -



321 ENGINEERING SERVICES	\$	500.00				\$	-
330 LEASE PURCHASES						\$	-
399 OTHER CONTRACTED SERVICES						\$	-
705 BRIDGE CONSTRUCTION	\$	8,092.50	\$	1,480.00	\$	364.40	\$ 9,936.90
706 BUILDING CONSTRUCTION	\$	9,642.32					\$ 9,642.32
707 BUILDING IMPROVEMENTS			\$	5,190.00	\$	13,096.59	\$ 11,634.80 \$ 29,921.39
708 COMMUNICATION EQUIPMENT					\$	152.00	\$ 152.00
709 DATA PROCESSING EQUIPT.			\$	474.95			
711 FURNITURE & FIXTURES			\$	125.00		\$ 194.50	\$ 319.50
712 HEATING & AIR COND. EQUIPT.			\$	8,714.00		\$ 575.35	\$ 9,289.35
713 HIGHWAY CONSTRUCTION							
714 HIGHWAY EQUIPMENT						\$ 173,231.40	\$ 173,231.40
718 MOTOR VEHICLES			\$	23,966.92			\$ 23,966.92
719 OFFICE EQUIPMENT							\$ -
723 RIGHT OF WAY							\$ -
726 STATE AID PROJECTS	\$	106,662.85	\$	330,133.33			\$ 436,796.18
728 TRAFFIC CONTROL EQUIPMENT							\$ -
790 OTHER EQUIPMENT	\$	410.00	\$	1,409.37	\$	463.51	\$ 6,539.80 \$ 8,822.68
TOTAL 68000	\$	125,307.67	\$	371,493.57	\$	14,076.50	\$ 192,175.85 \$ 703,053.59

21100 ACCOUNTS PAYABLE	\$ 426,711.92	\$ 426,711.92
21200 ACCURED PAYROLL	\$ 110,484.56	\$ 110,484.56
21410 CONTRACTS PAYABLE		\$ -
21810 REVENUE ANTICIPATION		
39000 UNDESIGNATED FUND BALANCE		\$ -
82220 HIGHWAY AND STREETS		

<b>TOTAL 82220/604</b>	<b>\$ 537,196.48</b>	<b>\$ -</b>	<b>\$ 537,196.48</b>
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21310 INCOME TAX	\$ (76,419.30)	\$ (65,479.01)	\$ (87,096.20)	\$ (63,817.68)	\$ (292,812.19)
21320 SOCIAL SECURITY	\$ (41,892.92)	\$ (35,846.98)	\$ (45,490.47)	\$ (34,902.00)	\$ (158,132.37)
21325 MEDICARE	\$ (9,797.54)	\$ (8,383.71)	\$ (10,639.07)	\$ (8,162.81)	\$ (36,983.13)
21341 HEALTH INSURANCE	\$ (29,903.56)	\$ (29,080.00)	\$ (28,310.00)	\$ (27,454.60)	\$ (114,748.16)
21342 ACCIDENT INSURANCE	\$ (26.10)				\$ (26.10)
21343 CANCER INSURANCE		\$ (26.10)	\$ (26.10)	\$ (17.40)	\$ (69.60)
21344 LIFE INSURANCE		\$ -			\$ -
21345 COLONIAL LIFE	\$ (6,843.40)	\$ (6,780.96)	\$ (6,760.54)	\$ (6,420.02)	\$ (26,804.92)
21346 DENTAL	\$ (9,113.86)	\$ (8,836.86)	\$ (8,753.24)	\$ (8,453.32)	\$ (35,157.28)
21347 VOLUNTEER LIFE	\$ (5,488.87)	\$ (5,667.15)	\$ (3,743.90)	\$ (5,492.30)	\$ (20,392.22)
21348 USABLE DEP.	\$ (126.00)	\$ (126.00)	\$ (126.00)	\$ (123.00)	\$ (501.00)
21349-035 LEGAL SHIELD	\$ (469.20)	\$ (443.30)	\$ (364.60)	\$ (310.80)	\$ (1,587.90)
21349-246 VISION	\$ (1,350.32)	\$ (1,324.48)	\$ (1,296.52)	\$ (1,259.86)	\$ (5,231.18)
21351 PEBSCO					\$ -
21352 GREAT WEST	\$ (1,548.41)	\$ (1,118.55)	\$ (875.70)	\$ (793.28)	\$ (4,335.94)
21352 PRINCIPAL	\$ (6,739.20)	\$ (6,053.14)	\$ (7,375.20)	\$ (6,361.10)	\$ (26,528.64)
21353 GREAT WEST					\$ -
21353 PRINCIPAL	\$ (245.00)	\$ (210.00)	\$ (245.00)	\$ (210.00)	\$ (910.00)
21360 GARNISHMENT	\$ (11,618.31)	\$ (9,633.45)	\$ (11,026.06)	\$ (9,633.45)	\$ (41,911.27)
21390 UNITED WAY	\$ (140.00)	\$ (120.00)	\$ (140.00)	\$ (120.00)	\$ (520.00)
21390-096 CHRISTMAS CLUB	\$ (8,335.00)	\$ (7,090.00)	\$ (9,030.00)	\$ (7,970.00)	\$ (32,425.00)
21390-268 UNIFORMS	\$ (1,229.58)	\$ (835.32)	\$ (977.91)	\$ (964.25)	\$ (4,007.06)
21349-196 MED FLEX					\$ -
21391 ON SITE MEDICAL			\$ (10.00)	\$ (20.00)	\$ (30.00)
21349 CLARKSVILLE ATHLETIC CLUB	\$ (240.00)	\$ (240.00)	\$ (240.00)	\$ (240.00)	\$ (960.00)
21349 TSAC-FSA	\$ (705.00)	\$ (585.00)	\$ (750.00)	\$ (750.00)	\$ (2,790.00)
					\$ -
<b>TOTAL ACCRUALS</b>	<b>\$ (212,231.57)</b>	<b>\$ (187,880.01)</b>	<b>\$ (223,276.51)</b>	<b>\$ (183,475.87)</b>	<b>\$ (806,863.96)</b>

21310 INCOME TAX	\$ 76,419.30	\$ 65,479.01	\$ 87,096.20	\$ 63,817.68	\$ 292,812.19
21320 SOCIAL SECURITY	\$ 41,892.92	\$ 35,846.98	\$ 45,490.47	\$ 34,902.00	\$ 158,132.37
21325 MEDICARE	\$ 9,797.54	\$ 8,383.71	\$ 10,639.07	\$ 8,162.81	\$ 36,983.13
21341 HEALTH INSURANCE	\$ 29,903.56	\$ 29,080.00	\$ 28,310.00	\$ 27,454.60	\$ 114,748.16
21342 ACCIDENT INSURANCE					\$ -
24343 CANCER INSURANCE	\$ 26.10	\$ 26.10	\$ 26.10	\$ 17.40	\$ 95.70
21344 LIFE INSURANCE					

21390-288 UNIFORMS	\$ 1,139.97	\$ 1,082.06	\$ 995.45	\$ 967.53	\$ 4,185.01
21349-196 MEDFLEX					\$ -
21349 CLARKSVILLE ATHLETIC CLUB	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 960.00
21391 ON SITE MEDICAL			\$ 10.00	\$ 20.00	\$ 20.00
21349 TSAC-FSA	\$ 705.00	\$ 585.00	\$ 750.00	\$ 750.00	\$ 2,790.00
<b>TOTAL PAID</b>	<b>\$ 204,306.96</b>	<b>\$ 211,000.77</b>	<b>\$ 216,153.65</b>	<b>\$ 176,151.07</b>	<b>\$ 807,612.45</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,733,891.28</b>	<b>\$ 1,894,534.47</b>	<b>\$ 1,485,258.35</b>	<b>\$ 1,904,880.92</b>	<b>\$ 7,996,565.02</b>

BANK BALANCE JUNE 30TH, 2015

\$3,998,367.90

Respectfully submitted,

MONTGOMERY COUNTY HIGHWAY DEPARTMENT



Mike Frost  
Highway Supervisor

MF:ka

**TO THE HONORABLE COURT OF MONTGOMERY COUNTY**

**CLARKSVILLE, TENNESSEE**

**RESPECTFULLY SUBMIT THE FOLLOWING REPORT SHOWING THE RECEIPTS AND  
DISBURSEMENTS OF THE ROAD DAMAGE FUND FOR THE YEAR ENDING  
30-Jun-15**

**BEGINNING BANK BALANCE**

**\$83,570.00**

**DEPOSITS Jul-14**

REDA HOME BUILDERS	\$250.00
RR HAMILTON	\$250.00
LONNY GROVES	\$515.00
RR HAMILTON	\$250.00
SERVPRO BY CRAIG CHUDоба	\$250.00
PAUL & KANDY CLINARD	\$250.00
THE HALLIDAY COMPANY	\$1,000.00
JIMMY MILLER CONST.	\$250.00
QUALITY BUILDERS	\$1,000.00
CRC HOMES	\$1,100.00
ROBERT KOLBE	\$250.00
CHRIS BLACKWELL	\$250.00
CLARKSVILLE HOMES	\$250.00
MARCO HERNANDEZ	\$250.00
CRABBE CONST.	\$500.00
BURKHART CONST.	\$500.00
BERT SINGLETARY	\$1,000.00
REYNOLDS HOME BUILDERS	\$250.00
JAKE WELCH	\$500.00
WILLIAM R HOGUE	\$250.00
HAWKINS HOMES	\$250.00
ED BURCHETT CONST.	\$500.00

**DEPOSITS Aug-14**

CRAIG BLUEDORN	\$250.00
NORCO	\$250.00
REDA HOME BUILDERS	\$250.00
MOORE CONST.	\$500.00
REDA HOME BUILDERS	\$250.00
DONNIE MITCHELL	\$250.00
NORCO	\$500.00
CONNIE MAYS	\$500.00
CHRIS BLACKWELL	\$750.00
OLE SOUTH PROPERTY	\$750.00
CRABBE CONST.	\$1,000.00
CRABBE CONST.	\$250.00
LEN RYE	\$250.00
REDA HOME BUILDERS	\$250.00
REYNOLDS HOME BUILDERS	\$250.00
STEPHEN FITCH	\$250.00

**DEPOSITS Sep-14**

HAWKINS HOMES	\$250.00
JAMES MARKHAM	\$250.00
LARRY TRAYLOR	\$250.00
PROVIDENCE BUILDERS	\$250.00
CRABBE CONST.	\$250.00
MERRELL HOME IMPROVEMENTS	\$250.00
MARTY DARNELL	\$1,000.00
BUILDING SOLUTIONS	\$250.00
STEVE GAMBILL	\$515.00
HALLIDAY BUILDING	\$500.00
PAUL KRUECKEBERG	\$500.00
KATHRYN MINNIEHAN	\$500.00
CHRIS BLACKWELL	\$500.00
ERIC BLACKWELL	\$250.00
BRM HOMES	\$500.00
JAMES PELHAM	\$500.00

#### DEPOSITS OCTOBER 2014

BILL MACE CONSTRUCTION	\$250.00
MACK PHILLIPS	\$250.00
CHRIS BLACKWELL	\$250.00
CRABBE CONSTRUCTION	\$750.00
KATHY GRANT	\$250.00
REYNOLDS HOME BUILDERS	\$250.00
DAVID B WALLUS	\$250.00
MIKE KILLEBREW	\$250.00
PAUL KRUECKEBERG	\$750.00
CHRIS BLACKWELL	\$1,250.00
CLIFFORD WEST	\$250.00
PROVIDENCE BUILDERS	\$250.00
REDA HOME BUILDERS	\$750.00
CRABBE CONSTRUCTION	\$500.00
BURKHART CONST.	\$500.00
KRISTIE JACKSON	\$250.00
RONNIE & CINDY GOAD	\$250.00

#### DEPOSITS Nov-14

BIRCHWOOD CONST.	\$500.00
HAWKINS HOMES LLC	\$250.00
BRM HOMES	\$250.00
PROVIDENCE BUILDERS	\$250.00
BRUCE SAUNDERS	\$250.00
MARTY DARNELL	\$250.00
DUNCAN & DUNCAN	\$250.00
CHRIS BLACKWELL CONST.	\$500.00
EARL D HAYES	\$500.00
HUNEYCUTT, LLC	\$250.00
PAUL KRUECKEBERG	\$250.00
ANTHONY DALEY	\$250.00
HILDA MADINE	\$250.00
TODD PHILLIPS	\$500.00
REDA HOME BUILDERS	\$250.00
REYNOLDS HOME BUILDERS	\$250.00
HOWARD SUITER	\$250.00

CRC HOMES	\$550.00
CHRIS BLACKWELL	\$1,015.00
PROVIDENCE BUILDERS	\$250.00
MAYNARD CONST.	\$2,500.00
BURKHART CONST.	\$250.00
DUNCAN & DUNCAN	\$500.00
CRABBE CONST.	\$250.00
HERALD & PHILLIPS	\$1,250.00

**DEPOSITS Jan-15**

CHRIS BLACKWELL	\$500.00
REDA HOME BUILDERS	\$500.00
CHRIS BLACKWELL	\$750.00
MIKE ATKINS	\$250.00
THE HALLIDAY CO.	\$1,000.00
CRC HOMES	\$1,580.00
JAMES PELHAM	\$250.00
CRABBE CONST.	\$250.00
REDA HOME BUILDERS	\$250.00
ESKILDSON & WICKHAM	\$250.00
DANNY BRITT	\$250.00
REED BALDWIN	\$250.00
REDA HOME BUILDERS	\$250.00
CHRIS BLACKWELL	\$250.00
CHURCH CONST.	\$250.00
REDA HOME BUILDERS	\$500.00

**DEPOSITS Feb-15**

DAVID ALLEN CONST.	\$250.00
NORCO	\$500.00
DAVID WRIGHT	\$250.00
GENE BAGGETT CONST.	\$500.00
T J MOBLEY	\$250.00
KEVIN GRIFFEY	\$250.00
PAUL KRUECKEBERG	\$1,280.00
CHRIS WARREN CONST.	\$250.00
QUALITY BUILDERS	\$500.00
DAN HANLEY HOMES	\$250.00
JOHNNY HOGG	\$250.00
CLARKSVILLE HOMES	\$500.00
CHRIS BLACKWELL	\$250.00
PROVIDENCE BUILDERS	\$1,545.00
REDA HOME BUILDERS	\$500.00
BIRCHWOOD CONST.	\$500.00

**DEPOSITS Mar-15**

CUNNINGHAM CONST.	\$250.00
REDA HOME BUILDERS	\$250.00
RR HAMILTON	\$250.00
DANIEL BLESSING	\$515.00
HAWKINS HOMES	\$250.00
CRABBE CONST.	\$250.00
J B TOMLINSON CONST.	\$250.00
ERIC HUNEYCUTT	\$500.00
SCOTT CRABTREE	\$250.00
BURKHART CONST.	\$250.00
CHRIS BLACKWELL	\$1,515.00
ARCHER CENTURIAN	\$250.00

**DEPOSITS Apr-15**

MARCO HERNANDEZ	\$250.00
CHRIS BLACKWELL	\$750.00
BERT SINGLETARY	\$1,250.00
ROBERT REYNOLDS	\$550.00
JAKE WELCH	\$250.00
HALLIDAY BUILDERS	\$500.00
GINA MILLS	\$250.00
CRABBE CONST.	\$500.00
MAYNARD CONST.	\$250.00
PAUL KRUECKEBERG	\$250.00
JAMES & DEBBIE WHITAKER	\$250.00
JERRY HARWELL	\$250.00
RICK REDA HOMES	\$250.00
CHRIS BLACKWELL	\$750.00
JOHNSON CONST.	\$250.00
CRABBE CONST.	\$500.00
MARTY DARNELL	\$250.00
JIM THOMAS CONST	\$1,000.00
REDA HOME BUILDERS	\$250.00
CHRIS BLACKWELL	\$750.00
ANITA & KELLY CULPEPPER	\$250.00

**DEPOSITS May-15**

RR HAMILTON	\$250.00
JIM THOMAS	\$250.00
JAMES PELHAM	\$750.00
PAUL KRUECKEBERG	\$250.00
ERIC HUNEYCYTT	\$500.00
JOHN FRAZIER	\$500.00
BURKHART CONST.	\$250.00
CLARKSVILLE HOMES	\$250.00
CLARKSVILLE HOMES	\$250.00
PROVIDENCE BUILDERS	\$1,515.00
McCALL CONSTR.	\$250.00
BARRY BOWERS	\$500.00
CRABBE CONST.	\$250.00
BIRCHWOOD CONST.	\$500.00
RAYMOND FUSSELL	\$250.00
PROVIDENCE BUILDERS	\$250.00
BARRY BOWERS	\$500.00
BARRETT CONST.	\$250.00
DUSTIN BUTLER	\$250.00
REDA HOME BUILDERS	\$250.00
ERIC HUNEYCYTT	\$250.00
HAWKINS HOMES	\$750.00

**DEPOSITS Jun-15**

PAUL KRUECKEBERG	\$250.00
ROBERT KOLBE	\$250.00
CRABBE CONST.	\$750.00
BIRCHWOOD CONST.	\$750.00
ROBERT HAND	\$250.00
ESKILDSON & WICKHAM	\$250.00
GORDON WOODSON	\$500.00
CHRIS BLACKWELL	\$750.00
JOE & JUDY EDGELL	\$250.00

BILL MACE	\$250.00
REDA HOME BUILDERS	\$500.00
BRM HOMES	\$250.00
CHRIS BLACKWELL	\$1,000.00
REDA HOME BUILDERS	\$500.00
WOODSON CONST.	\$250.00
CLARKSVILLE HOMES	\$250.00
REDA HOME BUILDERS	\$250.00
CRABBE CONST.	\$500.00
MICHAEL CONNERTH	\$250.00

**TOTAL DEPOSITS**

**\$105,070.00**

**REFUNDS Jul-14**

MARCO HERNANDEZ	\$765.00
MIKE ATKINS	\$1,500.00
BRM HOMES	\$250.00
PAUL KRUCKEBERG	\$250.00
RICKY REDA	\$500.00
RUSS HAMILTON	\$250.00
DANELL WELCH	\$500.00
WOODSON CONST.	\$500.00
ROB BEACH	\$500.00
MARILYN CHERRY	\$250.00
TODD HALLIDAY	\$250.00
CHRIS BLACKWELL	\$1,000.00
CLARKSVILLE HOMES	\$750.00
ERIC HUNEYCUTT	\$250.00
JIMMY MILLER	\$250.00
RICKY REDA	\$250.00

**REFUNDS Aug-14**

DON DUNCAN	\$500.00
PAUL KRUECKEGERG	\$500.00
NORCO	\$1,250.00
MACK PHILLIPS	\$250.00
RICKY REDA	\$500.00
REYNOLDS HOME BUILDERS	\$500.00
BRUCE SAUNDERS	\$250.00
JERRY AKINS	\$250.00
DAVID J WRIGHT	\$250.00
JIMMY MILLER	\$250.00
PROVIDENCE BUILDERS	\$1,000.00
PROVIDENCE BUILDERS	\$1,000.00
REDA HOME BUILDERS	\$1,000.00
TIA SUITER	\$250.00
HALLIDAY BUILDERS	\$250.00
PROVIDENCCE BUILDERS	\$750.00
REDA HOME BUILDERS	\$250.00
CHRIS BLACKWELL	\$1,750.00
JIM THOMAS	\$250.00
PHILLIP CHESTER	\$500.00
OLD SOUTH PROPERITES	\$500.00

**REFUNDS Sep-14**

MARTY DARNELL	\$500.00
RICKY REDA	\$250.00
ROBERT SCHUTZ	\$250.00

MICHAEL WICK	\$250.00
CRABBE CONSTR.	\$3,000.00

REFUNDS      Oct-14

JIM THOMAS	\$500.00
CKB GROUP	\$250.00
PAUL KREUCKEBERG	\$250.00
PHOEBE D HARVEY	\$250.00
SHAWN HOWARD	\$250.00
JOHN JENNETTE	\$250.00
RICK SUTTON CONST.	\$250.00
CHRIS STEFFEN	\$250.00
ERIC BLACKWELL	\$750.00
CHRIS BLACKWELL	\$1,500.00
BERT SINGLETARY	\$250.00
HUDSON CONST.	\$250.00
BURKHART CONST.	\$500.00
NICK DATILLO	\$550.00
MACK PHILLIPS	\$750.00
TOMLINSON CONST.	\$250.00
DANNY HOLT	\$250.00
TODD PHILLIPS	\$250.00
BRENDA HALL	\$250.00
HERB SCHRUGGS	\$500.00

REFUNDS      Nov-14

HERALD & PHILLIPS	\$750.00
SHAWN TRESPOTT	\$250.00
RICKY REDA	\$750.00
CHRIS BLACKWELL	\$1,000.00
GREEN HOME LLC	\$250.00
ROBERT KOLBE	\$250.00
QUALITY BUILDERS	\$1,000.00
RICKY REDA	\$250.00
RR HAMILTON	\$500.00
REBECCA WEILAND	\$250.00
JAY WOLFE	\$250.00
SELECT BUILDERS	\$500.00
ROB BEACH	\$250.00

REFUNDS      Dec-14

REYNOLDS HOME BUILDERS	\$1,000.00
PAUL SHELBY	\$250.00
SHELBY EVANS	\$515.00
MARCO HERNANDEZ	\$250.00
CHARLES WILCOX	\$250.00
JASON WINN	\$250.00
JAMES ALSEMA	\$250.00
TOMMY BREWER	\$250.00
RAY BERTELSMANN	\$250.00
CHRIS BRUNDAGE	\$515.00
JOHN CRABBE	\$1,750.00
JIMMY MILLER CONST.	\$515.00
BRIAN McNEELEY	\$500.00
JEFFERY I SMITH	\$250.00



BILL MACE	\$1,000.00
BRIAN BRYANT	\$250.00
HERALD & PHILLIPS	\$250.00
RICKY REDA	\$250.00
DENNIS VAN WORMER	\$250.00

**REFUNDS Jan-15**

MIKE KILLIBREW	\$250.00
AMERICA'S HOME PLACE	\$500.00
CHRIS BLACKWELL	\$1,750.00
ALEXANDER HAAK	\$250.00
MIKE ATKINS	\$250.00
McCALL CONTRACTORS	\$250.00
THE HALLIDAY COMPANY	\$750.00
CARMELA DAVIS	\$250.00
JAMES PELHAM	\$250.00
REDA HOME BUILDERS	\$250.00
ROBERT HAMMERSTEIN	\$250.00
ERIC HUNEYCUTT	\$250.00
JAMES MARKHAM	\$250.00
PAUL W LANDRUM	\$250.00
ESKILDSON & WICKHAM	\$750.00

**REFUNDS Feb-15**

WILLIAM R HOGUE	\$250.00
RICKY REDA	\$500.00
ANDY STEELE	\$500.00
JIMMY MILLER CONST.	\$1,030.00
KIM DAVIS	\$250.00
CLARKSVILLE HOMES	\$500.00

**REFUNDS Mar-15**

ROBERT M TIPTON	\$250.00
TODD PHILLIPS	\$250.00
JIM THOMAS CONST.	\$500.00
ARTHUR REYNOLDS	\$500.00
REX HAWKINS	\$5,500.00
JACK WICKHAM	\$250.00
BILL MACE	\$500.00
JAKE WELCH	\$500.00
RICKY REDA	\$250.00
MACK PHILLIPS	\$250.00
KEITH BURKHART	\$500.00
ERIC HUNEYCUTT	\$500.00
CAMCOR HOMES	\$250.00
JAKE WELCH	\$500.00
CHRIS BLACKWELL	\$1,750.00

**REFUNDS Apr-15**

MAYNARD CONST.	\$750.00
JIM THOMAS CONST.	\$500.00
REDA HOME BUILDERS	\$250.00
T J MOBLEY	\$250.00
BERT SINGLETARY	\$1,000.00
OLE SOUTH PROPERTIES	\$750.00
HALLIDAY BUILDERS	\$500.00

REDA HOME BUILDERS	\$500.00
ERIC HUNEYCUTT	\$750.00
ERIC HUNEYCUTT	\$250.00
PAUL KRUECKEBERG	\$750.00
BRADLEY DANIEL	\$250.00
BILLY MORRISON	\$250.00
ROSS CREEK BUILDERS	\$250.00
BURKHART CONST.	\$500.00
LEON JONES	\$515.00
BURCHWOOD CONST.	\$500.00
STEVE HUDSON	\$515.00
SERVEPRO BY CRAIG CUDоба	\$250.00
DANNY BRITT	\$250.00
JAMES MARKHAM	\$250.00
ERIC HUNEYCUTT	\$500.00
REDA HOME BUILDERS	\$250.00
DAVE WILLIAMS	\$250.00
RICKY REDA	\$250.00
CRAIG BLUEDORN	\$250.00

**REFUNDS Jun-15**

PAUL KRUECKEBERG	\$515.00
HILDA MADINE	\$250.00
KEVIN GRIFFEY	\$250.00
MARTY DARNELL	\$1,250.00
CHRIS BLACKWELL	\$2,530.00
REED BALDWIN	\$250.00
DAVID J WRIGHT	\$250.00
BRM HOMES	\$500.00
PROVIDENCE BUILDERS	\$500.00
LEN RYE	\$500.00
LANNY GROVES	\$515.00

**TOTAL REFUNDS**

**\$100,820.00**

**BANK BALANCE ENDING JUNE 2015**

**\$87,820.00**

ASSET		Debits	Credits	Ending Balance
999-11120	CASH ON HAND	1,300.00	188,261,447.99	1,300.00
999-11130-001	CASH IN BANK-BANK OF AMERICA	15,195,487.72	945,440,871.57	7,940,388.98
999-11130-003	F & M BANK-TAX PAYMENTS	4,883,182.95	692,458.00	5,399,664.40
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	2,510,584.97	283,878.65	2,768,553.28
999-11130-007	US BANK - TAX ACCOUNT	1,652,184.71	986,180.30	2,630,111.90
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	1,001,135.58	552,928.00	1,002,662.83
999-11130-009	MGIC HOLDING ACCOUNT	-0.02	62,949,267.27	4,727.72
999-11130-010	SCHOOL HOLDING ACCOUNT	-5,794.40	95,312,829.59	0.00
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	177,407.52	142,538.02	315,209.16
999-11130-023	BOA EMS HANKOOK	0.00	0.00	300,415.73
999-11130-024	PLANTERS BANK- GO SCHOOL BOND	0.00	0.00	19,029,391.29
999-11130-001	PLANTERS BANK MMA-101	10,167,771.35	25,451.15	10,193,222.30
999-11300-002	PLANTERS BANK CD-101	5,191,600.89	43,583.01	5,235,183.90
999-11300-003	BANK OF AMERICA - 267	113,119.88	228.44	113,346.12
999-11300-004	LEGENDS BANK - 207	3,063,294.53	17,938.00	3,081,233.53
999-11300-005	PLANTERS BANK-CDARS 101	5,018,524.53	17,748.13	5,036,272.66
999-11300-006	PLANTERS BANK-DEPOSIT ACCT	28,117,132.65	70,106,935.90	23,177,928.96
999-11300-007	BANK OF AMERICA - 266	820,668.30	1,642.83	822,311.13
999-11300-008	BANK OF AMERICA - 171	4,179,752.51	8,367.09	4,188,119.60
999-11300-011	SYNOVUS - SHARED CD - 101	4,014,993.85	14,289.88	4,029,283.71
999-11300-013	BANK OF AMERICA-06 BOND PRCDs	504,728.98	1,599.04	505,656.24
999-11300-014	PLANTERS BANK MMA-101	19,118,913.01	47,897.01	19,166,810.02
999-11300-015	BANK OF AMERICA-MMA OPERATING	38,404,686.65	216,011,476.84	46,916,169.29
999-11300-016	CAPSTAR BANK CDARS-101	28,053,353.02	76,078.45	11,128,118.79
999-11300-017	BANK OF AMERICA - 363	22,839,333	45.72	22,885.05
999-11300-018	BANK OF AMERICA - 151	210,896.38	422.16	211,308.54
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	46,416.62	40.17	46,456.79
999-11300-021	BANK OF AMERICA - 204	420,665.94	842.09	421,508.03
999-11300-024	BANK OF AMERICA - 171	2,574,330.45	5,163.34	2,579,483.79
999-11405	CHECKS WITH INSUFFICIENT FUNDS	8,387.62	1,141.83	9,435.55
999-11410	STATE OF TN TAX RELIEF CURR YR	88,877.00	851,254.00	4,838.00
999-11514	MONTGOMERY COUNTY RELIEF	0.00	154,102.40	0.00
999-11880	MORTGAGE CLEARING	0.00	49,965,378.00	0.00
Balance		171,366,432.32	1,641,225,387.02	176,281,969.27
Balance		188,261,447.99	188,261,447.99	
Debits		1,646,150,923.97		
Credits			1,641,225,387.02	
Ending Balance				176,281,969.27

LIABILITY		Beginning Balance	Debits	Credits	Ending Balance
101-21353	PLANNING COMMISSION	0.00	0.00	0.00	0.00
101-21580	DUE TO LITIGANTS HEIRS AND OTHERS	0.00	0.00	0.00	0.00
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63	0.00	0.00	25,830.63
999-20100	EXCESS LAND SALE PAYMENTS 2010	9,602.49	9,602.49	0.00	0.00
999-20110	EXCESS LAND SALE PAYMENTS 2011	40,088.14	70,139.76	30,051.62	0.00
999-20120	EXCESS LAND SALE PAYMENTS 2012	109,649.02	151,853.03	53,873.46	11,469.45
999-20130	EXCESS LAND SALE PAYMENTS 2013	307,588.20	319,204.34	35,880.79	24,262.65
999-20140	EXCESS LAND SALE PAYMENTS 2014	0.00	144,472.40	552,523.14	408,050.74
999-22200	OVERPAYMENTS	989.05	532,706.58	536,075.56	4,358.03
999-24105	CREDIT CARD FEES	494.43	0.00	0.00	494.43
999-24106	CLERK'S FEES	0.00	86,624.00	86,624.00	0.00
999-24110	CLERK'S ORDER TO SELL FEES	0.00	19,200.00	19,200.00	0.00
999-28500	STOP PAYMENTS	0.00	19,861.88	19,861.88	0.00
999-28510	ATTORNEY'S FEES	0.00	305,508.84	305,508.84	0.00
999-28515	ATTORNEY'S BILL OF COSTS	0.00	80.91	80.91	0.00
999-28520	TRANSFER TAX (REGISTER OF DEEDS)	0.00	2,105.30	2,165.30	60.00
999-27700	TRUSTEE'S HOLDING ACCOUNT	0.00	0.00	0.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	369.88	369.88	0.00
999-29900	FEE/COMMISSION ACCOUNT	93,047.68	3,174,682.88	3,194,833.51	113,198.31
101	COUNTY GENERAL FUND	20,525,373.13	71,432,727.78	69,912,615.81	19,005,261.18
122	DRUG CONTROL FUND	38,419.28	9,878.55	84,362.69	112,903.42
131	GENERAL ROAD FUND	4,148,442.66	8,543,047.97	8,679,727.61	4,285,122.30
141	GENERAL PURPOSE SCHOOL FUND	45,325,831.87	219,183,034.12	212,091,524.30	38,234,021.85
142	SCHOOL FEDERAL PROJECTS FUND	2,205,323.50	20,334,572.37	20,131,102.71	2,001,853.84
143	CHILD NUTRITION FUND	4,666,433.31	14,394,090.83	13,956,088.36	4,228,430.84
144	SCHOOL SYSTEM TRANS FUND	2,821,616.15	12,716,965.93	11,921,585.05	2,028,235.27
146	EXTENDED SCHOOL PROGRAM FUND	138,580.12	74,380.69	108,110.00	172,309.43
151	DEBT SERVICE FUND	35,720,842.69	41,052,158.82	43,490,173.27	38,158,657.14
171	CAPITAL PROJECTS FUND	15,627,830.80	16,621,662.56	24,407,222.42	23,413,390.67
177	EDU CAPITAL PROJECTS FUND	3,580,172.05	23,932,151.37	24,135,352.56	3,763,373.24
204	E911 COMMUNICATION DIST.	1,749,148.37	2,713,400.29	2,586,211.32	1,601,957.40
207	BI-COUNTY LANDFILL	4,484,808.78	14,174,124.65	15,368,257.79	5,678,941.82
209	LIBRARY FUND	248,189.33	2,172,354.96	2,260,661.06	336,495.43
263	SELF INSURANCE TRUST FUND	28,458,338.03	49,608,933.59	51,164,970.38	30,014,374.82
264	WORKERS' COMPENSATION	752,691.01	483,387.61	128,916.12	388,219.52
267	UNEMPLOYMENT COMPENSATION	38,981.24	82,421.38	82,913.99	39,473.85
351	CITY OF CLARKSVILLE - SALES TAX	0.00	16,752,831.04	16,752,831.04	0.00
352	CITY OF CLARKSVILLE - PROP TAX	5,593.69	683,626.64	678,032.95	0.00

356	CITY OF CLARKSVILLE
362	MGC RAIL AUTHORITY
363	JUDICIAL DISTRICT DRUG FUND
364	DISTRICT ATTORNEY FUND
365	PORT AUTHORITY

0.00	0.00	0.00	0.00
81,771.70	3,019,536.95	4,959,416.58	2,001,651.33
85,971.49	2,305,337.46	2,345,517.83	126,151.66
55,287.68	52,269.90	52,401.94	55,419.72
50,000.00	0.00	0.00	50,000.00
171,386,432.32	626,189,307.72	530,114,844.67	176,281,969.27

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, 2015.

Brenda L. Radford      6/30/15  
Signature                      Date

**MONTGOMERY COUNTY TRUSTEE**

\_\_\_\_\_  
Title

# Montgomery County, Tennessee

Office of the  
County Auditor  
For the Fiscal Year Ending 12/31/15

ASSET		Beginning Balance	Debits	Credits	Ending Balance
999-11120	CASH ON HAND	1,300.00	15,373,790.73	15,373,790.73	1,300.00
999-11130-001	CASH IN BANK-BANK OF AMERICA	7,008,862.00	73,754,534.21	72,822,807.23	7,040,388.98
999-11130-003	F & M BANK-TAX PAYMENTS	5,395,603.79	4,060.61	0.00	5,390,644.40
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	2,768,472.53	2,080.73	0.00	2,768,553.28
999-11130-007	US BANK - TAX ACCOUNT	2,629,892.49	219.41	0.00	2,630,111.90
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	990,459.25	24,969.58	12,766.00	1,002,662.83
999-11130-009	MCG HOLDING ACCOUNT	0.00	6,325,471.54	6,325,471.54	0.00
999-11130-010	SCHOOL HOLDING ACCOUNT	5,369.85	7,806,933.47	7,807,575.60	4,727.72
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	307,916.84	15,253.03	7,960.71	315,209.16
999-11130-023	BOA EMS HANKOOK	300,340.44	75.29	0.00	300,415.73
999-11130-024	PLANTERS BANK- GO SCHOOL BOND	19,026,941.10	2,450.19	0.00	19,029,391.29
999-11300-001	PLANTERS BANK MMA-101	10,188,964.39	4,257.91	0.00	10,193,222.30
999-11300-002	PLANTERS BANK CD-101	5,229,058.61	6,125.29	0.00	5,235,183.90
999-11300-003	BANK OF AMERICA - 267	113,308.24	37.88	0.00	113,346.12
999-11300-004	LEGENDS BANK - 207	3,078,228.01	3,005.52	0.00	3,081,233.53
999-11300-005	PLANTERS BANK-CDARS 101	5,033,411.85	2,860.81	0.00	5,036,272.66
999-11300-006	PLANTERS BANK-DEPOSIT ACCT	21,709,237.79	1,530,218.84	61,529.87	23,177,926.98
999-11300-007	BANK OF AMERICA - 268	822,036.35	274.78	0.00	822,311.13
999-11300-008	BANK OF AMERICA - 171	4,186,720.10	1,399.50	0.00	4,188,119.60
999-11300-011	SYNOVUS - SHARED CD - 101	4,026,323.89	2,939.82	0.00	4,029,263.71
999-11300-013	BANK OF AMERICA-06 BOND PRCDs	505,487.27	168.97	0.00	505,656.24
999-11300-014	PLANTERS BANK MMA-101	19,158,803.67	8,006.35	0.00	19,166,810.02
999-11300-015	BANK OF AMERICA-MMA OPERATING	52,895,245.64	11,020,917.65	17,000,000.00	46,916,163.29
999-11300-016	CAPSTAR BANK CDARS-101	11,118,929.95	9,188.84	0.00	11,128,118.79
999-11300-017	BANK OF AMERICA - 363	22,877.40	7.65	0.00	22,885.05
999-11300-018	BANK OF AMERICA - 151	211,237.93	70.61	0.00	211,308.54
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	46,449.42	7.37	0.00	46,456.79
999-11300-021	BANK OF AMERICA - 204	421,367.18	140.85	0.00	421,508.03
999-11300-024	BANK OF AMERICA - 171	2,578,621.83	861.98	0.00	2,579,483.79
999-11405	CHECKS WITH INSUFFICIENT FUNDS	9,435.55	0.00	0.00	9,435.55
999-11410	STATE OF TN TAX RELIEF CURR YR	29,694.00	744.00	25,600.00	4,838.00
999-11514	MONTGOMERY COUNTY RELIEF	0.00	560.00	560.00	0.00
999-11890	MORTGAGE CLEARING	0.00	0.00	0.00	0.00
		179,818,397.36	116,901,633.38	119,438,061.48	176,281,969.27

LIABILITY		Beginning Balance	Debits	Credits	Ending Balance
101-21353	PLANNING COMMISSION	0.00	0.00	0.00	0.00
101-21580	DUE TO LITIGANTS HEIRS AND OTHERS	0.00	0.00	0.00	0.00
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63	0.00	0.00	25,830.63
999-20100	EXCESS LAND SALE PAYMENTS 2010	9,602.49	9,602.49	0.00	0.00
999-20110	EXCESS LAND SALE PAYMENTS 2011	53,813.17	53,813.17	0.00	0.00
999-20120	EXCESS LAND SALE PAYMENTS 2012	106,725.67	95,256.22	0.00	11,469.45
999-20130	EXCESS LAND SALE PAYMENTS 2013	219,239.49	216,455.90	21,479.06	24,262.65
999-20140	EXCESS LAND SALE PAYMENTS 2014	477,737.41	83,760.60	14,073.93	408,050.74
999-22200	OVERPAYMENTS	5,461.03	3,660.57	2,557.57	4,358.03
999-24105	CREDIT CARD FEES	494.43	0.00	0.00	494.43
999-24106	CLERK'S FEES	0.00	9,324.00	9,324.00	0.00
999-24110	CLERK'S ORDER TO SELL FEES	0.00	200.00	200.00	0.00
999-26500	STOP PAYMENTS	0.00	0.00	0.00	0.00
999-26510	ATTORNEY'S FEES	0.00	32,390.52	32,390.52	0.00
999-26515	ATTORNEY'S BILL OF COSTS	0.00	80.91	80.91	0.00
999-26520	TRANSFER TAX (REGISTER OF DEEDS)	2,132.95	2,084.95	12.00	60.00
999-27700	TRUSTEE'S HOLDING ACCOUNT	0.00	0.00	0.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	0.00	0.00	0.00
999-28900	FEE/COMMISSION ACCOUNT	101,947.30	123,981.53	135,232.54	113,198.31
101	COUNTY GENERAL FUND	20,534,087.14	7,585,200.71	6,056,364.75	19,005,281.18
122	DRUG CONTROL FUND	100,221.08	674.11	13,356.47	112,903.42
131	GENERAL ROAD FUND	4,599,140.71	672,282.15	358,263.74	4,265,122.30
141	GENERAL PURPOSE SCHOOL FUND	41,767,431.47	18,313,671.87	14,780,462.25	38,234,021.85
142	SCHOOL FEDERAL PROJECTS FUND	1,611,390.27	1,701,672.05	2,082,335.62	2,001,853.84
143	CHILD NUTRITION FUND	4,276,943.93	865,879.02	817,365.93	4,226,430.84
144	SCHOOL SYSTEM TRANS FUND	1,980,212.03	845,757.54	891,780.78	2,026,235.27
146	EXTENDED SCHOOL PROGRAM FUND	154,178.93	584.50	18,716.00	172,309.43
151	DEBT SERVICE FUND	34,513,910.17	164,036.74	3,808,783.71	38,158,657.14
171	CAPITAL PROJECTS FUND	4,359,681.33	923,363.62	19,977,062.96	23,413,390.67
177	EDU CAPITAL PROJECTS FUND	22,831,764.82	19,592,487.35	524,095.77	3,763,373.24
204	E911 COMMUNICATION DIST.	1,672,923.17	455,254.72	384,288.95	1,601,957.40
207	BI-COUNTY LANDFILL	5,319,843.45	1,181,420.19	1,540,518.66	5,678,941.92
209	LIBRARY FUND	493,968.28	208,226.92	50,754.07	336,495.43
263	SELF INSURANCE TRUST FUND	31,975,556.17	5,653,046.54	3,691,865.19	30,014,374.82
264	WORKERS' COMPENSATION	400,750.84	36,924.25	24,362.83	368,219.52
267	UNEMPLOYMENT COMPENSATION	39,099.84	1,225.14	1,599.16	38,473.55
351	CITY OF CLARKSVILLE - SALES TAX	0.00	1,201,483.10	1,201,483.10	0.00
352	CITY OF CLARKSVILLE - PROP TAX	0.00	93,225.24	93,225.24	0.00

356	CITY OF CLARKSVILLE
362	MGC RAIL AUTHORITY
363	JUDICIAL DISTRICT DRUG FUND
364	DISTRICT ATTORNEY FUND
365	PORT AUTHORITY

0.00	0.00	0.00	0.00
1,966,778.52	651,634.04	686,506.85	2,001,651.33
106,136.01	2,093,454.82	2,111,468.67	126,161.86
69,372.65	6,223.90	2,270.97	65,419.72
50,000.00	0.00	0.00	50,000.00
179,818,397.36	62,878,719.38	69,342,291.29	176,281,969.27

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, 2015.

Brenda L. Rodford      6/30/15  
Signature                      Date

MONTGOMERY COUNTY TRUSTEE  
Title



Otherwise noted, the Tax Aggregate number does not reflect any changes to the Tax Aggregate due to Assessor's Office or TN. Div. of Property Assessments for Assessment Appeals, Decreases, Increases, Rollbacks, Back Assessments/Re-Assessments, Prorations and Splits

# COMPARISON OF HOTEL OCCUPANCY TAX COLLECTIONS

<u>9</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
998.84	\$ 30,533.18	\$ 48,458.76	\$50,828.98	\$ 65,230.13	\$ 72,800.02	\$ 78,874.92	\$ 63,103.00	\$ 73,675.57	\$ 80,603.04
909.16	\$ 30,389.03	\$ 47,751.41	\$53,770.38	\$ 68,380.09	\$ 91,527.44	\$ 67,626.09	\$ 63,689.44	\$ 71,126.97	\$ 78,321.88
464.65	\$ 32,987.23	\$ 56,924.49	\$54,806.34	\$ 93,121.20	\$ 103,994.62	\$ 70,053.21	\$ 65,063.08	\$ 78,796.55	\$ 83,799.10
921.57	\$ 39,278.27	\$ 64,682.11	\$75,899.40	\$ 94,829.04	\$ 92,468.13	\$ 102,342.68	\$ 99,137.03	\$ 112,761.36	\$ 122,941.33
431.12	\$ 40,659.75	\$ 67,111.76	\$71,882.71	\$ 91,093.92	\$ 96,224.80	\$ 90,741.56	\$ 85,506.62	\$ 103,205.69	\$ 90,117.49
300.90	\$ 40,705.58	\$ 67,033.52	\$78,332.61	\$ 84,186.25	\$ 91,007.71	\$ 100,085.45	\$ 89,668.92	\$ 135,081.86	\$ 106,604.47
322.68	\$ 43,848.22	\$ 71,259.56	\$88,829.01	\$ 88,224.67	\$ 90,974.37	\$ 110,606.98	\$ 94,808.25	\$ 136,085.79	\$ 95,500.92
914.05	\$ 82,607.67	\$ 80,724.48	\$103,831.95	\$ 111,787.39	\$ 114,839.93	\$ 126,860.91	\$ 99,007.81	\$ 128,691.23	\$ 106,602.50
085.51	\$ 77,573.12	\$ 75,928.35	\$71,760.72	\$ 89,163.84	\$ 88,227.22	\$ 103,528.65	\$ 93,998.21	\$ 122,277.00	\$ 94,452.48
586.96	\$ 78,223.81	\$ 64,421.97	\$67,912.08	\$ 71,058.32	\$ 85,219.87	\$ 103,329.13	\$ 120,964.50	\$ 115,299.73	\$ 83,620.66
478.02	\$ 67,894.53	\$ 70,109.29	\$68,664.15	\$ 77,700.65	\$ 90,975.56	\$ 93,726.35	\$ 95,136.90	\$ 132,492.92	\$ 100,329.52
544.94	\$ 54,665.88	\$ 64,491.24	\$65,970.79	\$ 71,088.08	\$ 87,086.86	\$ 88,085.13	\$ 93,788.01	\$ 89,362.16	\$ 116,462.45
558.40	\$ 619,366.27	\$ 778,896.94	\$852,489.12	\$ 1,005,863.58	\$ 1,105,346.53	\$1,135,861.06	\$ 1,063,871.77	\$ 1,298,856.83	\$ 1,159,355.84
<u>9</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
058.36	\$ 98,797.30	\$ 93,568.93	\$ 122,959.56	\$ 101,963.52	\$ 106,908.64	\$ 118,820.77			
484.37	\$ 122,425.01	\$ 98,617.91	\$ 130,592.70	\$ 84,950.58	\$ 111,395.05	\$ 108,102.01			
133.80	\$ 97,223.36	\$ 123,655.30	\$ 130,540.42	\$ 89,897.89	\$ 107,789.42	\$ 97,758.36			
183.50	\$ 147,129.46	\$ 141,216.66	\$ 166,930.70	\$ 127,011.20	\$ 172,086.66	\$ 168,753.98			
347.50	\$ 140,099.75	\$ 148,155.80	\$ 145,100.30	\$ 114,744.33	\$ 137,305.59	\$ 163,656.94			
926.73	\$ 156,904.04	\$ 165,434.81	\$ 156,556.28	\$ 149,278.38	\$ 149,761.84	\$ 167,364.58			
948.38	\$ 155,002.42	\$ 166,721.40	\$ 142,543.24	\$ 139,764.87	\$ 155,951.38				
546.34	\$ 159,398.89	\$ 189,029.54	\$ 144,944.86	\$ 138,508.95	\$ 141,828.40				
943.01	\$ 139,077.22	\$ 183,172.65	\$ 137,762.39	\$ 123,496.85	\$ 134,695.73				
998.14	\$ 106,852.14	\$ 150,626.03	\$ 136,406.87	\$ 118,284.80	\$ 131,945.61				
095.86	\$ 111,906.42	\$ 169,407.63	\$ 139,934.80	\$ 133,540.36	\$ 159,367.06				
900.37	\$ 110,667.80	\$ 151,081.34	\$ 112,969.35	\$ 124,889.36	\$ 120,067.79				
566.36	\$1,545,483.81	\$ 1,780,688.00	\$1,667,241.47	\$ 1,446,331.09	\$ 1,629,103.17	\$ 824,456.64	\$ -	\$ -	\$ -
					Brenda E. Radford, Montgomery County Trustee				
					7/13/2015				

**UNTY TRUSTEE'S OFFICE**

**E FROM FY1998-1999 THROUGH FY2028-2029  
CAL YEAR)**

<b>2001- EST TIME</b>	<b>2001-2002 INTEREST INCOME</b>	<b>2002-2003 INTEREST INCOME</b>	<b>2003-2004 INTEREST INCOME</b>	<b>2004-2005 INTEREST INCOME</b>	<b>2005-2006 INTEREST INCOME</b>	<b>2006-2007 INTEREST INCOME</b>	<b>2007-2008 INTEREST INCOME</b>	<b>2008-2009 INTEREST INCOME</b>	<b>2009-2010 INTEREST INCOME</b>	<b>2010-2011 INTEREST INCOME</b>	<b>2011-2012 INTEREST INCOME</b>	<b>2012-2013 INTEREST INCOME</b>	<b>INVESTMENT NOTES</b>
8,153	\$ 358,010	\$ 305,241	\$ 140,172	\$ 196,148	\$ 243,781	\$ 461,664	\$ 701,263	\$ 204,842	\$ 402,430	\$ 179,110	\$ 85,098	\$ 75,834	
8,502	\$ 268,257	\$ 185,752	\$ 107,641	\$ 93,230	\$ 301,039	\$ 600,830	\$ 538,999	\$ 280,814	\$ 156,701	\$ 67,465	\$ 110,175	\$ 71,950	
1,505	\$ 203,868	\$ 138,845	\$ 59,195	\$ 106,736	\$ 203,468	\$ 542,020	\$ 529,345	\$ 257,569	\$ 189,905	\$ 51,063	\$ 94,792	\$ 65,711	
9,198	\$ 180,655	\$ 173,661	\$ 133,180	\$ 123,864	\$ 207,921	\$ 485,326	\$ 625,174	\$ 118,181	\$ 127,857	\$ 48,807	\$ 94,961	\$ 65,789	
4,467	\$ 148,154	\$ 94,722	\$ 58,053	\$ 114,740	\$ 118,025	\$ 507,537	\$ 492,260	\$ 243,792	\$ 124,760	\$ 43,726	\$ 82,628	\$ 63,705	
2,620	\$ 151,224	\$ 127,891	\$ 54,809	\$ 97,449	\$ 228,291	\$ 532,571	\$ 567,031	\$ 212,432	\$ 134,619	\$ 54,279	\$ 79,449	\$ 64,159	
9,180	\$ 360,919	\$ 137,991	\$ 141,015	\$ 203,330	\$ 414,156	\$ 705,765	\$ 579,396	\$ 533,192	\$ 102,634	\$ 62,268	\$ 80,597	\$ 76,106	
4,256	\$ 220,144	\$ 93,944	\$ 74,022	\$ 196,302	\$ 394,371	\$ 650,538	\$ 449,692	\$ 181,507	\$ 87,911	\$ 58,427	\$ 80,290	\$ 60,284	
0,810	\$ 291,406	\$ 158,360	\$ 116,316	\$ 243,867	\$ 501,128	\$ 763,033	\$ 452,570	\$ 206,758	\$ 83,012	\$ 71,222	\$ 87,852	\$ 77,277	
7,843	\$ 267,017	\$ 180,658	\$ 155,899	\$ 213,642	\$ 419,951	\$ 922,921	\$ 460,851	\$ 216,154	\$ 92,587	\$ 80,533	\$ 67,540	\$ 82,568	
7,008	\$ 257,924	\$ 141,091	\$ 89,309	\$ 252,783	\$ 382,552	\$ 634,846	\$ 293,126	\$ 180,372	\$ 90,456	\$ 104,171	\$ 68,775	\$ 64,220	
7,320	\$ 179,613	\$ 83,981	\$ 62,705	\$ 157,522	\$ 541,132	\$ 623,166	\$ 332,376	\$ 217,904	\$ 84,046	\$ 82,991	\$ 74,605	\$ 60,919	
0,862	\$2,887,192	\$ 1,822,137	\$ 1,192,317	\$ 1,999,613	\$ 3,955,815	\$ 7,430,214	\$ 6,022,083	\$ 2,853,517	\$ 1,676,919	\$ 904,062	\$ 1,006,760	\$ 828,523	

**15 Analysis**

**No Cost**

**/2010**

0,968  
8,915  
0,157  
8,663  
9,031  
1,932  
4,165  
4,187  
7,966  
5,650  
3,094

**INVESTMENT NOTES**

4,727 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

County Trustee, June 30, 2015

**MONTGOMERY COUNTY TRUSTEE'S OFFICE**  
**INVESTMENTS-June 2016 INTEREST REPORT**

INVESTMENTS - Q4 2010 INTEREST REPORT		INVESTMENT INFORMATION			
BANK ACCT NO.	INVESTMENT	ACCRUED INTEREST	INTEREST	TOTAL INVESTED	INVESTMENT INFORMATION
0035401	\$ 5,397,533.70	\$ 2,130.70		\$ 5,399,664.40	
00670 08	\$ 2,787,945.55	\$ 607.71		\$ 2,788,553.26	
003674008/C.D.#494007284 acct #298000173	\$ 2,830,003.99	\$ 107.91		\$ 2,830,111.90	
0053	\$ 1,002,045.13	\$ 617.70		\$ 1,002,662.83	
01914703	\$ 315,543.20	\$ 2.72		\$ 315,545.92	
0114588349	\$ 300,378.70	\$ 37.03		\$ 300,415.73	
0087646	\$ 19,027,723.04	\$ 1,668.25		\$ 19,029,391.29	Open Account 5/15/2015
00670 07	\$ 5,103,137.45	\$ 1,118.61		\$ 5,104,256.06	
00670 07	\$ 5,087,850.97	\$ 1,115.27		\$ 5,088,966.24	
00670 15	\$ 5,232,170.57	\$ 3,013.33		\$ 5,235,183.90	
085013982	\$ 113,327.49	\$ 18.63		\$ 113,346.12	
01508 36-	\$ 3,079,656.51	\$ 1,577.02		\$ 3,081,233.53	
0305394	\$ 5,034,865.43	\$ 1,407.23		\$ 5,036,272.66	CDARS purchase 5/16/13
019147-01	\$ 23,189,182.44	\$ 8,764.52		\$ 23,177,926.96	
085013940	\$ 822,175.98	\$ 135.15		\$ 822,311.13	
085013966	\$ 778,039.40	\$ -		\$ 778,039.40	
085013966	\$ 3,409,391.86	\$ 688.34		\$ 3,410,080.20	
0177400	\$ 4,027,144.79	\$ 2,118.92		\$ 4,029,263.71	ACCOUNT REOPENED 5/22/13
0479382	\$ 505,570.36	\$ 85.88		\$ 505,656.24	
00670-09	\$ 14,097,931.85	\$ 3,090.28		\$ 14,101,022.13	
00670 09	\$ 5,064,677.70	\$ 1,110.19		\$ 5,065,787.89	
011705293	\$ 46,907,709.67	\$ 8,453.62		\$ 46,916,163.29	
014.4.2011.32569253/5 mill. 1009637695, MMA.4.2011	\$ 11,123,645.64	\$ 4,473.15		\$ 11,128,118.79	
085013953	\$ 22,881.29	\$ 3.76		\$ 22,885.05	
085014017	\$ 211,273.81	\$ 34.73		\$ 211,308.54	
071-1	\$ 46,452.97	\$ 3.82		\$ 46,456.79	
085014004	\$ 421,438.75	\$ 69.28		\$ 421,508.03	
085013924	\$ 2,579,059.84	\$ 423.95		\$ 2,579,483.79	
	\$ 168,276,738.08	\$ 42,877.70	\$ -	\$ 168,321,615.78	
			\$ 42,877.70		
	Brenda E. Radford, Montgomery County Trustee				11/2010 BoFA New Banking Services Agreement Began. 11131 now non-interest bearing account. 11131
		6/30/2015			

## **COUNTY MAYOR APPOINTMENTS**

**AUGUST 10, 2015**

### **JOINT LAND ACQUISITION COMMITTEE**

**2-yr term (max 4 yrs.)**

**(Joint approval with School Board Chairman)**

Jimmie Garland appointed to replace Josh Baggett, as a School Board Member, for a two-year term to expire August, 2017.

Garland Johnson appointed to replace Mark Riggins, as a County Commissioner, for a two-year term to expire August, 2017.

George Giles, School Board Member, is appointed to serve another two-year term to expire August, 2017.

Larry Rocconi, County Commissioner, is appointed to serve another two-year term to expire August, 2017.

### **LOSS CONTROL COMMITTEE**

**2-yr term (max 4 yrs.)**

**(to be confirmed by the County Commission)**

Commissioner Arnold Hodges has been filling an unexpired term and is now eligible to serve his first full two-year term to expire August, 2017.

Commissioner Ron Sokol has been filling an unexpired term and is now eligible to serve his first full two-year term to expire August, 2017.

Tim Swaw has been filling an unexpired term and is now eligible to serve his first full two-year term to expire August, 2017.

Commissioner Monroe Gildersleeve is appointed to replace Commissioner Ed Baggett for a two-year term to expire August, 2017.

## Mayor Appointments – Loss Control Committee

On Motion to Adopt by Commissioner Gannon, seconded by Commissioner Rocconi, the foregoing Mayor Appointments 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	A	15	David Harper	Y
2	Charles Keene	Y	9	John M. Genis	Y	16	Wallace Redd	Y
3	Ed Baggett	---	10	Martha Brockman	Y	17	Jason A. Hodges	Y
4	Mark Riggins	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	Y
7	Brandon Butts	Y	14	Tommy Vallejos	Y	21	Larry Rocconi	Y

Ayes - 19   Abstentions - 1   Noes - 0

ABSENT: Ed Baggett (1)