

JANUARY 12, 2026

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, January 12, 2026, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Smith, Chief Deputy Sheriff, Tim Harvey, County Attorney, Cassie Wheeler, Director of Accounts and Budgets, and the following Commissioners:

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

PRESENT: 20

ABSENT: None

VACANT: District 6

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

BOARD OF COMMISSIONERS

AGENDA

JANUARY 12, 2026

CALL TO ORDER – Sheriff John Fuson

PLEDGE OF ALLEGIANCE – Commissioner Billy Frye

INVOCATION – Chaplain Jeremiah Walker

ROLL CALL

CITIZENS TO ADDRESS THE COMMISSION - *Any member of the public wishing to make public comment should notify the chair or secretary of the meeting of their desire to speak, or at the time the "Public Comment Period" is called, and they will be allowed to speak as required by the statute and the internal rules as allowed.*

PRESENTATIONS

ZONING RESOLUTIONS

CZ-24-2025 Application of Bryan Cogdill from C-2 to AG

ZONING RESOLUTION REMOVED – NEW PUBLIC HEARING RE-NOTICED NEXT MONTH

CZ-22-2025 Application of John & Diane Daigle from AG to C-5

RESOLUTIONS

- 26-1-1*** Resolution Amending the Fiscal Year 2026 Budget of Montgomery County, Tennessee
- 26-1-2*** Resolution to Accept Donation Funds for the Montgomery County Fire Service from the Tractor Supply Company Foundation
- 26-1-3*** Resolution to Authorize Cooperative Purchasing Agreements for the Use and Benefit of All Montgomery County Departments
- 26-1-4*** Resolution Amending the Budget of Montgomery County to Appropriate Funds to Add a Security Officer to the County Clerk's Office at Veteran's Plaza
- Adoption:**
- *Commission Minutes dated December 8, 2025
 - *County Clerk's Report and Notary List
 - *Nominating Committee Nominations
 - *County Mayor Appointments & Nominations

*** CONSENT AGENDA CONSIDERATION**

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

ELECTION PROCESS FOR DISTRICT 6 COUNTY COMMISSION - VOTING

1. Chris Lancia
2. Clayton Rudder
3. Randy Allbert

REPORTS FILED

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

ANNOUNCEMENTS

ADJOURN – Sheriff John Fuson

The floor was opened for the public comment period. No speakers addressed the Commission.

Zoning Resolution CZ-22-2025 was removed from the Agenda prior to the Formal Meeting.

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS AMENDING THE ZONE CLASSIFICATIONS OF THE
PROPERTY OF JOHN & DIANE DAIGLE**

WHEREAS, an application for a zone change from AG - Agricultural District to C-5 - Highway & Arterial Commercial District has been submitted by John & Diane Daigle

WHEREAS, said property is identified as County Tax Map 051, parcel(s) 033.01, containing 3.99 acres, situated in Civil District 4, located on a A property consisting of two tracts of land, split by Lylewood Rd bound to the north by Dover Rd and to the south by Woodlawn Rd.; and

WHEREAS, said property is described as follows:

Beginning at a new iron pin in the north right-of-way margin of Woodlawn Road, said pin located North 52 Degrees 04 Minutes 30 Seconds East 78.83 feet from the centerline intersection of Woodlawn Road and State Route 233 - Lylewood Road; thence along said right-of-way margin South 85 Degrees 41 Minutes 57 Seconds West 25.14 feet to a new iron pin, said iron pin being also located in the east right-of-way margin of State Route 233 - Lylewood Road; thence along said right-of-way margin for the next three calls as follows: North 28 Degrees 36 Minutes 32 Seconds West 22.40 feet to a concrete monument; thence North 20 Degrees 18 Minutes 04 Seconds West 126.47 feet to a concrete monument; thence with a curve turning to the right with an arc length of 68.12 feet, with a radius of 50.00 feet, with a chord bearing of North 19 Degrees 45 Minutes 45 Seconds East, with a chord length of 62.97 feet, to a concrete monument, said monument being located also in the south right-of-way margin of State Route 76 - Dover Road; thence along said right-of-way margin for the next five calls as follows: North 64 Degrees 52 Minutes 05 Seconds East 73.04 feet to a new iron pin; thence North 62 Degrees 19 Minutes 28 Seconds East 365.34 feet to a concrete monument; thence North 56 Degrees 10 Minutes 33 Seconds East 239.63 feet to a concrete monument; thence North 58 Degrees 58 Minutes 49 Seconds East 233.99 feet to a concrete monument; thence North 63 Degrees 52 Minutes 42 Seconds East 403.01 feet to a new iron pin, said pin being located in the northwest right-of-way line of Woodlawn Market Road; thence along said right-of-way margin for the next seven calls as follows: South 43 Degrees 46 Minutes 11 Seconds West 54.68 feet to a new iron pin; thence with a curve turning to the right with an arc length of 224.21 feet, with a radius of 855.00 feet, with a chord bearing of South 51 Degrees 16 Minutes 56 Seconds West, with a chord length of 223.57 feet to a new iron pin; thence South 58 Degrees 47 Minutes 42 Seconds West 179.71 feet to a new iron pin; thence South 58 Degrees 47 Minutes 42 Seconds West 78.99 feet to a new iron pin; thence with a curve turning to the left with an arc length of 22.68 feet, with a radius of 520.00 feet, with a chord bearing of South 57 Degrees 32 Minutes 43 Seconds West, with a chord length of 22.68 feet to a new iron pin; thence South 56 Degrees 17 Minutes 45 Seconds West 103.49 feet to a new iron pin; thence South 37 Degrees 04 Minutes 57 Seconds West 43.18 feet to an existing iron pin; thence leaving said right-of-way margin along new division lines with Tract 2 (2.30 Acres) for the next two calls as follows: South 56 Degrees 55 Minutes 13 Seconds West 6'1.77 feet to an existing iron pin; thence South 69 Degrees 48 Minutes 58 Seconds West 413.88 feet to an existing iron pin; thence along new division lines with Tract 1 (0.44 Acres) for the remaining two calls as follows: South 68 Degrees 36 Minutes 07 Seconds West 66.37 feet to a new iron pin; thence South 07 Degrees 02 Minutes 37 Seconds West 211.23 feet to the point of


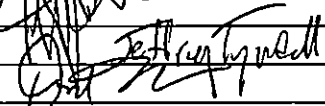
beginning containing an area of 2.13 acres as surveyed by Ben R. Weakley, RLS 1457 of Weakley Brothers Engineering on October 13, 2021, Job Number 20-872.

Beginning at a new iron pin in the north right-of-way margin of Woodlawn Road, said pin located North 52 Degrees 04 Minutes 30 Seconds East 78.83 feet from the centerline intersection of Woodlawn Road and State Route 233 - Lylewood Road; thence leaving said right-of-way along new division lines with Tract 3 (2.13 Acres) for the next two calls as follows: North 07 Degrees 02 Minutes 37 Seconds East 211.23 feet to a new iron pin; thence North 68 Degrees 36 Minutes 07 Seconds East 66.37 feet to an existing iron pin; along a new division line with Tract 2 (2.30 Acres) thence South 09 Degrees 22 Minutes 23 Seconds East 208.16 feet to a new iron pin, said iron pin being located in the north right-of-way margin of Woodlawn Road; thence along said right-of-way margin South 76 Degrees 49 Minutes 23 Seconds West 124.89 feet to the point of beginning containing an area of 0.44 acres as surveyed by Ben R. Weakley, RLS 1457 of Weakley Brothers Engineering on October 13, 2021, Job Number 20-872.

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 Commissioners assembled in regular session on Monday, January 12, 2026, that the zone classification of the property of John & Diane Daigle from AG - Agricultural District to C-5 - Highway & Arterial Commercial District is hereby approved.

Duly passed and approved this Monday, January 12, 2026

Sponsor's Signature	
Sponsor's Printed Name	_____
Commissioner's Signature	
Commissioner's Printed Name	DAVID HARPER
Approved	_____
	Wes Golden, County Mayor

Attested _____
Teresa Cottrell, County Clerk

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS AMENDING THE ZONE CLASSIFICATIONS OF THE
PROPERTY OF JOHN & DIANE DAIGLE**

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WHEREAS, said property is identified as County Tax Map 051, parcel(s) 033.01, containing 3.99 acres, situated in Civil District 4, located on a A property consisting of two tracts of land, split by Lylewood Rd bound to the north by Dover Rd and to the south by Woodlawn Rd.; and

WHEREAS, said property is described as follows:

Beginning at a new iron pin in the north right-of-way margin of Woodlawn Road, said pin located North 52 Degrees 04 Minutes 30 Seconds East 78.83 feet from the centerline intersection of Woodlawn Road and State Route 233 - Lylewood Road; thence along said right-of-way margin South 85 Degrees 41 Minutes 57 Seconds West 25.14 feet to a new iron pin, said iron pin being also located in the east right-of-way margin of State Route 233 - Lylewood Road; thence along said right-of-way margin for the next three calls as follows: North 28 Degrees 36 Minutes 32 Seconds West 22.40 feet to a concrete monument; thence North 20 Degrees 18 Minutes 04 Seconds West 126.47 feet to a concrete monument; thence with a curve turning to the right with an arc length of 68.12 feet, with a radius of 50.00 feet, with a chord bearing of North 19 Degrees 45 Minutes 45 Seconds East, with a chord length of 62.97 feet, to a concrete monument, said monument being located also in the south right-of-way margin of State Route 76 - Dover Road; thence along said right-of-way margin for the next five calls as follows: North 64 Degrees 52 Minutes 05 Seconds East 73.04 feet to a new iron pin; thence North 62 Degrees 19 Minutes 28 Seconds East 365.34 feet to a concrete monument; thence North 56 Degrees 10 Minutes 33 Seconds East 239.63 feet to a concrete monument; thence North 58 Degrees 58 Minutes 49 Seconds East 233.99 feet to a concrete monument; thence North 63 Degrees 52 Minutes 42 Seconds East 403.01 feet to a new iron pin, said pin being located in the northwest right-of-way line of Woodlawn Market Road; thence along said right-of-way margin for the next seven calls as follows: South 43 Degrees 46 Minutes 11 Seconds West 54.68 feet to a new iron pin; thence with a curve turning to the right with an arc length of 224.21 feet, with a radius of 855.00 feet, with a chord bearing of South 51 Degrees 16 Minutes 56 Seconds West, with a chord length of 223.57 feet to a new iron pin; thence South 58 Degrees 47 Minutes 42 Seconds West 179.71 feet to a new iron pin; thence South 58 Degrees 47 Minutes 42 Seconds West 78.99 feet to a new iron pin; thence with a curve turning to the left with an arc length of 22.68 feet, with a radius of 520.00 feet, with a chord bearing of South 57 Degrees 32 Minutes 43 Seconds West, with a chord length of 22.68 feet to a new iron pin; thence South 56 Degrees 17 Minutes 45 Seconds West 103.49 feet to a new iron pin; thence South 37 Degrees 04 Minutes 57 Seconds West 43.18 feet to an existing iron pin; thence leaving said right-of-way margin along new division lines with Tract 2 (2.30 Acres) for the next two calls as follows: South 56 Degrees 55 Minutes 13 Seconds West 6 'l. 77 feet to an existing iron pin; thence South 69 Degrees 48 Minutes 58 Seconds West 413.88 feet to an existing iron pin; thence along new division lines with Tract 1 (0.44 Acres) for the remaining two calls as follows: South 68 Degrees 36 Minutes 07 Seconds West 66.37 feet to a new iron pin; thence South 07 Degrees 02 Minutes 37 Seconds West 211.23 feet to the point of

COUNTY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Board of County Commissioners meeting on: January 12, 2026. The public hearing will be held on: January 6, 2026.

- 1 **Zoning Case # CZ-22-2025**
Amending the Zoning Resolution Map of Montgomery County, application of John & Diane Daigle, for Zone Change on a property consisting of two tracts of land, split by Lylewood Rd bound to the north by Dover Rd and to the south by Woodlawn Rd. from AG - Agricultural District to C-5 - Highway & Arterial Commercial District..

RPC Staff: Approval

RPC: Approval

RPC Reasoning: The proposed C-5 Highway & Arterial Commercial District is a logical extension of the established C-5 District at the intersection of US Highway 79 / SR 76 (Dover Road) & SR 233 (Lylewood Road)

- 2 **Zoning Case # CZ-24-2025**
Amending the Zoning Resolution Map of Montgomery County, application of Bryan Cogdill, for Zone Change on 3250 Shiloh Canaan Road from C-2 - General Commercial District to AG - Agricultural District..

RPC Staff: Approval

RPC: Approval

RPC Reasoning: The down zoning aligns with the rural reserve future land use designation and affords an opportunity for the applicant to build a single family home as requested.



CLARKSVILLE-MONTGOMERY COUNTY
REGIONAL PLANNING COMMISSION
ZONING REPORT
Dec 19, 2025

Case: CZ - 22 - 2025

General Information:

Applicant: John & Diane Daigle

Tax Map: 051 **Parcel(s):** 033.01

Total Acreage to Be Rezoned: 3.99 +/-

Present Zoning: AG - Agricultural District

Proposed Zoning: C-5 - Highway & Arterial Commercial District

Property Location: A property consisting of two tracts of land, split by Lylewood Rd bound to the north by Dover Rd and to the south by Woodlawn Rd.

Description of Property: Two narrow strips off land currently clear, graded, and graveled for future parking.

City Council Ward: **County Commission District:** 7 **Civil District:** 4

Growth Plan Area: RA **Planning Area:** Woodlawn Dotsonville

Applicant's Statement: Parking Lot

Previous Zoning History:

Department Comments:

1. Utility District Comments: Department responded. No concerns listed.

2. City Street Dept / County Highway Dept Comments: Provide traffic assessment of Woodlawn Rd. & Lylewood Rd. intersection. No access to Dover Rd. Traffic assessment reviewed by the Montgomery County Highway Dept.

3. Drainage Comments: Department responded. No concerns listed.

4. Clarksville Dept of Energy / Cumberland Electric Membership Corp: No Comment (s) Received

5. Clarksville Fire Rescue / Montgomery County Fire Service Comments:

Case: CZ - 22 - 2025

Department responded. No concerns listed.

6. Police Dept / Sheriff's Office Comments: No Comment(s) Received

7. City Building Dept / County Building Dept Comments: Department responded. No concerns listed.

8. Fort Campbell Comments:

9. Clarksville Montgomery County School System:

Woodlawn Elementary School, Bldg Capacity: 96% Portables In Use: 1

New Providence Middle School, Bldg Capacity: 84% Portables In Use: 1

Northwest High School, Bldg Capacity: 88%, Portables In Use: 0

10. Other Comments:

Planning Staff's Study and Recommendation:

1. Impact of Proposed Use on Surrounding Development:

2. Site Infrastructure:

Water Source: Woodlawn

Sewer Source: Septic

Road Access:

Drainage Comments:

Karst Topographic Features:

3. Residential Development Estimates:

Applicant's

Lots / Units:

Population:

Historic

Lots / Units:

Population:

4. Planning Area:

Woodlawn / Dotsonville

5. Future Land Use Map:
Neighborhood Commercial

6. Staff Recommendation:
Approval

Recommendation Reasoning:

This request is consistent with the overall goals & objectives of the adopted Clarksville-Montgomery County Comprehensive Plan.

The proposed C-5 Highway & Arterial Commercial District is a logical extension of the established C-5 District at the intersection of US Highway 79 / SR 76 (Dover Road) & SR 233 (Lylewood Road)



CZ-22-2025

APPLICANT:
JOHN & DIANE DAIGLE

REQUEST:


**AG
TO
C-5**

MAP & PARCEL

051 03301

ACRES +/-

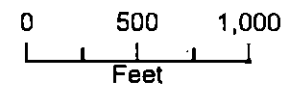
3.99

 CZ-22-2025

 Parcels

ZONING

Scale: 1:10,000



12/19/2025



CZ-22-2025

APPLICANT:
JOHN & DIANE DAIGLE

REQUEST:

**AG
TO
C-5**

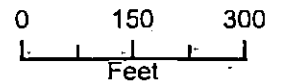
MAP & PARCEL


051 03301

ACRES +/-

3.99

Scale: 1:3,000



 CZ-22-2025

 Parcels

ZONING

12/19/2025



CZ-22-2025

APPLICANT:
JOHN & DIANE DAIGLE

REQUEST:

**AG
TO
C-5**

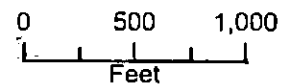
MAP & PARCEL

051 03301

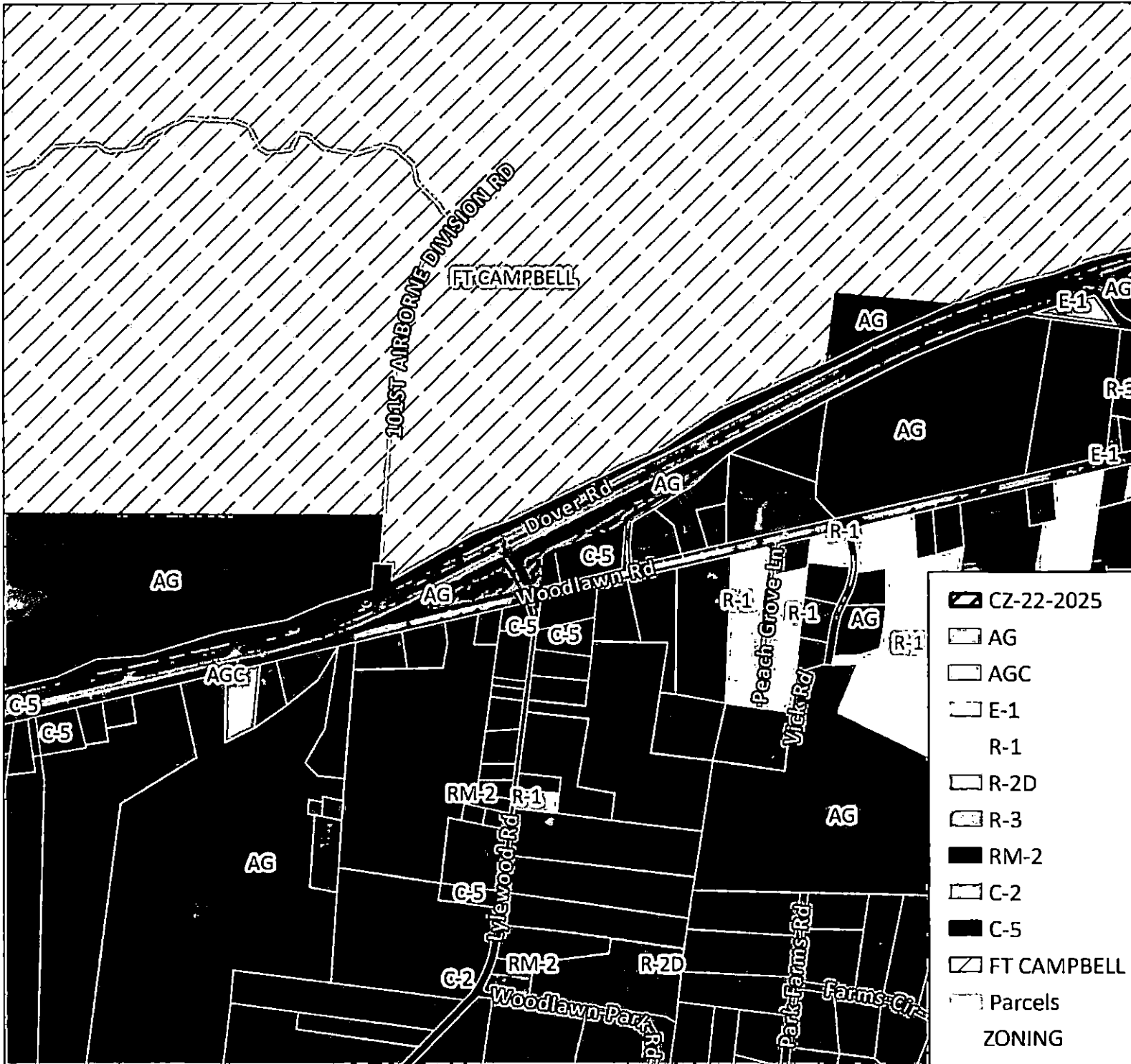
ACRES +/-

3.99

Scale: 1:10,000



12/19/2025



CZ-22-2025

APPLICANT:
JOHN & DIANE DAIGLE

REQUEST:

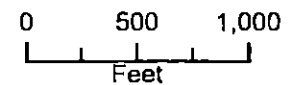
**AG
TO
C-5**

MAP & PARCEL

051 03301

ACRES +/-
3.99

Scale: 1:10,000



12/19/2025

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS AMENDING THE ZONE CLASSIFICATIONS OF THE
PROPERTY OF BRYAN COGDILL**

WHEREAS, an application for a zone change from C-2 - General Commercial District to AG - Agricultural District has been submitted by Bryan Cogdill

WHEREAS, said property is identified as County Tax Map 120 , parcel(s) 021.00, containing 4.85 acres, situated in Civil District 19, located on a 3250 Shiloh Canaan Rd; and

WHEREAS, said property is described as follows:

Beginning at an iron pin in the western margin of Canaan-Shiloh Road, said point being 42.69 feet southeast of the intersecting tangents of Old Palmyra Road and Canaan-Shiloh Road; runs thence with the western margin of said road south 44 degrees 13 minutes 49 seconds east 315.15 feet to an iron pin; thence continuing along said margin along a curve, with a delta of 7 degrees 12 minutes 17 seconds, a radius of 1,052.01 feet, a tangent of 66.23 feet, for a distance of 132.29 feet to an iron pin; thence leaving said margin running south 27 degrees 2 minutes 31 seconds west 81.17 feet to an iron pin; thence north 73 degrees 4 minutes 9 seconds west 31.69 feet to an 8 inch white oak; thence south 16 degrees 4 7 minutes 56 seconds, west 233.57 feet to an 18 inch black gum; thence north 77 degrees 13 minutes 33 seconds west 368.19 feet to an iron pin; thence north 6 degrees 3 minutes 26 seconds west 80.59 feet to an iron pin in the eastern margin of public road; thence with said margin north 11 degrees 2 minutes 18 seconds east 112.85 feet to an iron pin; thence north 0 degrees 0 minutes 0 seconds east 85 feet to an iron rod; thence north 13 degrees 11 minutes 9 seconds west 179. 74 feet to an iron pin; thence north 2 degrees 32 minutes 48 seconds east 36.08 feet to an iron pin in the southern margin of Old Palmyra Road; thence running with said margin along a curve with a delta of 14 degrees 20 minutes 10 seconds a radius of 325 feet, a tangent of 40.87 feet for a distance of 81.32 feet to an iron pin; thence continuing with said margin along a curve with a delta of 19 degrees 45 minutes 15 seconds, a radius of 185 feet, a tangent of 32.21 feet, for a distance of 63. 78 feet to an iron pin; thence continuing with a curve with a delta of 80 degrees 58 minutes 51 seconds a radius of 50 feet, a tangent of 42.69 feet, for a distance of 70.67 feet to the point of beginning, containing 4. 7598 acres, more or less, according to survey by Monroe Elliot, dated 04-26-88 and being designated as Map and Parcel Number 120-21

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 Commissioners assembled in regular session on Monday, January 12, 2026, that the zone classification of the property of Bryan Cogdill from C-2 - General Commercial District to AG - Agricultural District is hereby approved.

Duly passed and approved this Monday, January 12, 2026

Sponsor's Signature _____
Sponsor's Printed Name _____
Commissioner's Signature _____
Commissioner's Printed Name _____
Approved _____
Wes Golden, County Mayor

Attested Teresa Cottrell
Teresa Cottrell, County Clerk



**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS AMENDING THE ZONE CLASSIFICATIONS OF THE
PROPERTY OF BRYAN COGDILL**

WHEREAS, an application for a zone change from C-2 - General Commercial District to AG - Agricultural District has been submitted by Bryan Cogdill

WHEREAS, said property is identified as County Tax Map 120 , parcel(s) 021.00, containing 4.85 acres, situated in Civil District 19, located on a 3250 Shiloh Canaan Rd; and

WHEREAS, said property is described as follows:

Beginning at an iron pin in the western margin of Canaan-Shiloh Road, said point being 42.69 feet southeast of the intersecting tangents of Old Palmyra Road and Canaan-Shiloh Road; runs thence with the western margin of said road south 44 degrees 13 minutes 49 seconds east 315.15 feet to an iron pin; thence continuing along said margin along a curve, with a delta of 7 degrees 12 minutes 17 seconds, a radius of 1,052.01 feet, a tangent of 66.23 feet, for a distance of 132.29 feet to an iron pin; thence leaving said margin running south 27 degrees 2 minutes 31 seconds west 81.17 feet to an iron pin; thence north 73 degrees 4 minutes 9 seconds west 31.69 feet to an 8 inch white oak; thence south 16 degrees 4 7 minutes 56 seconds, west 233.57 feet to an 18 inch black gum; thence north 77 degrees 13 minutes 33 seconds west 368.19 feet to an iron pin; thence north 6 degrees 3 minutes 26 seconds west 80.59 feet to an iron pin in the eastern margin of public road; thence with said margin north 11 degrees 2 minutes 18 seconds east 112.85 feet to an iron pin; thence north 0 degrees 0 minutes 0 seconds east 85 feet to an iron rod; thence north 13 degrees 11 minutes 9 seconds west 179. 74 feet to an iron pin; thence north 2 degrees 32 minutes 48 seconds east 36.08 feet to an iron pin in the southern margin of Old Palmyra Road; thence running with said margin along a curve with a delta of 14 degrees 20 minutes 1 0 seconds a radius of 325 feet, a tangent of 40.87 feet for a distance of 81.32 feet to an iron pin; thence continuing with said margin along a curve with a delta of 19 degrees 45 minutes 15 seconds, a radius of 185 feet, a tangent of 32.21 feet, for a distance of 63. 78 feet to an iron pin; thence continuing with a curve with a delta of 80 degrees 58 minutes 51 seconds a radius of 50 feet, a tangent of 42.69 feet, for a distance of 70.67 feet to the point of beginning, containing 4. 7598 acres, more or less, according to survey by Monroe Elliot, dated 04-26-88 and being designated as Map and Parcel Number 120-21

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

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COUNTY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Board of County Commissioners meeting on: January 12, 2026. The public hearing will be held on: January 6, 2026.

1 Zoning Case # CZ-22-2025

Amending the Zoning Resolution Map of Montgomery County, application of John & Diane Daigle, for Zone Change on a property consisting of two tracts of land, split by Lylewood Rd bound to the north by Dover Rd and to the south by Woodlawn Rd. from AG - Agricultural District to C-5 - Highway & Arterial Commercial District..

RPC Staff: Approval

RPC: Approval

RPC Reasoning: The proposed C-5 Highway & Arterial Commercial District is a logical extension of the established C-5 District at the intersection of US Highway 79 / SR 76 (Dover Road) & SR 233 (Lylewood Road)

2 ~~Zoning Case # CZ-24-2025~~

Amending the Zoning Resolution Map of Montgomery County, application of Bryan Cogdill, for Zone Change on 3250 Shiloh Canaan Road from C-2 - General Commercial District to AG - Agricultural District..

RPC Staff: Approval

RPC: Approval

RPC Reasoning: The down zoning aligns with the rural reserve future land use designation and affords an opportunity for the applicant to build a single family home as requested.



CLARKSVILLE-MONTGOMERY COUNTY
REGIONAL PLANNING COMMISSION
ZONING REPORT
Dec 19, 2025

Case: CZ - 24 - 2025

General Information:

Applicant: Bryan Cogdill

Tax Map: 120 **Parcel(s):** 021.00

Total Acreage to Be Rezoned: 4.85 +/-

Present Zoning: C-2 - General Commercial District

Proposed Zoning: AG - Agricultural District

Property Location: 3250 Shiloh Canaan Rd

Description of Property: A parcel of land with multiple structures onsite and a pond.

City Council Ward: **County Commission District:** 6 **Civil District:** 19

Growth Plan Area: RA **Planning Area:** Cumberland South River

Applicant's Statement: To build a single family home

Previous Zoning History:

Department Comments:

- 1. Utility District Comments:** No Comment(s) Received
- 2. City Street Dept / County Highway Dept Comments:** Department responded. No concerns listed.
- 3. Drainage Comments:** Department responded. No concerns listed.
- 4. Clarksville Dept of Energy / Cumberland Electric Membership Corp:** No Comment (s) Received
- 5. Clarksville Fire Rescue / Montgomery County Fire Service Comments:** Department responded. No concerns listed.
- 6. Police Dept / Sheriff's Office Comments:** No Comment(s) Received

Case: CZ - 24 - 2025

7. City Building Dept / County Building Dept Comments: Department responded. No concerns listed.

8. Fort Campbell Comments:

9. Clarksville Montgomery County School System:

Cumberland Heights Elementary School, Bldg Capacity: 70% Portables In Use: 0

Montgomery Central Middle School, Bldg Capacity: 99% Portables In Use: 4

Montgomery Central High School, Bldg Capacity: 80%, Portables In Use: 0

10. Other Comments:

Planning Staff's Study and Recommendation:

1. Impact of Proposed Use on Surrounding Development:

Removal of Commercial use potential and reestablish Agriculture Zoning.

2. Site Infrastructure:

Water Source: Cunningham Utility District

Sewer Source: Septic

Road Access: Shiloh Canaan Road & Harris Circle

Drainage Comments:

Karst Topographic Features:

3. Residential Development Estimates:

Applicant's

Lots / Units: 1

Population:

Historic

Lots / Units: 2

Population:

4. Planning Area:

Cumberland South Planning Area

5. Future Land Use Map:

Rural Reserve

Case: CZ - 24 - 2025

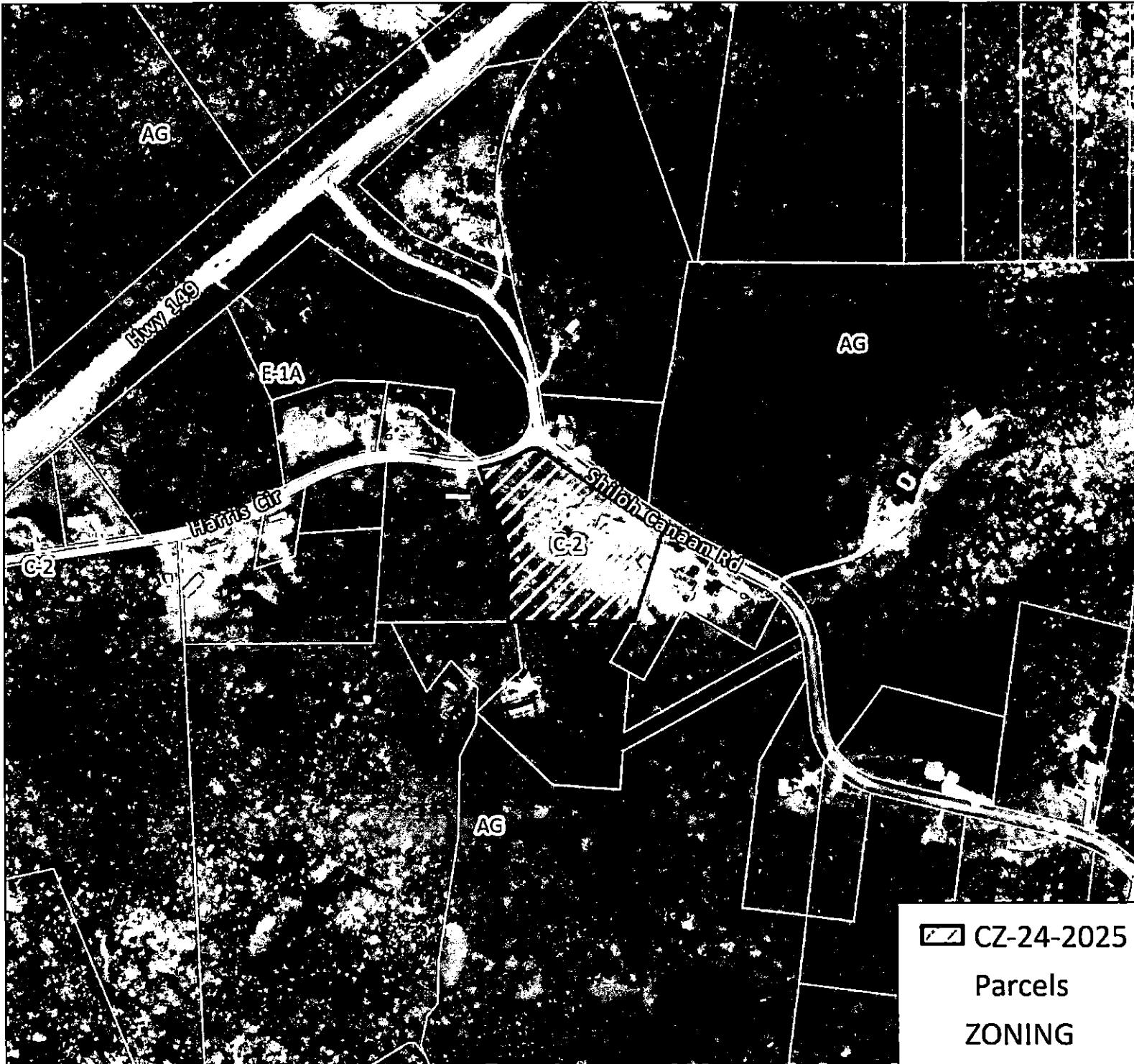
6. Staff Recommendation:

Approval

Recommendation Reasoning:

This request is consistent with the overall goals & objectives of the adopted Clarksville-Montgomery County Comprehensive Plan.

The request for Agricultural zoning aligns with the Rural Reserve Future Land Use Designation & affords the opportunity for the applicant to build a single family home as requested.



CZ-24-2025

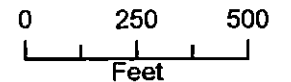
APPLICANT:
BRYAN COGDILL


REQUEST:
C-2
TO
AG

MAP & PARCEL
120 02100

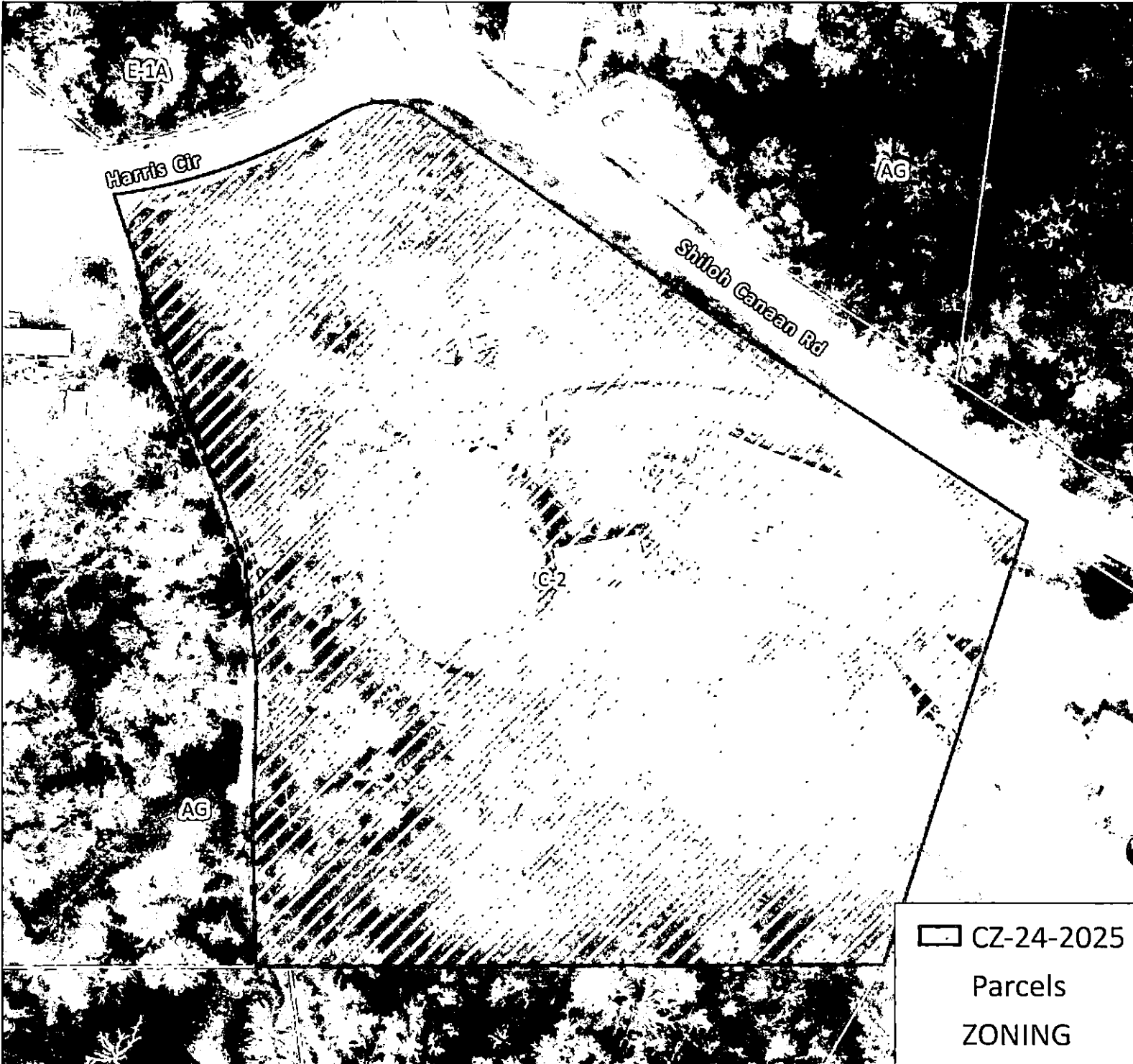
ACRES +/-
4.85

Scale: 1:5,000



 **CZ-24-2025**
Parcels
ZONING

12/19/2025



CZ-24-2025

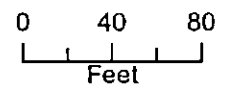
APPLICANT:
BRYAN COGDILL


REQUEST:
C-2
TO
AG

MAP & PARCEL
120 02100

ACRES +/-
4.85

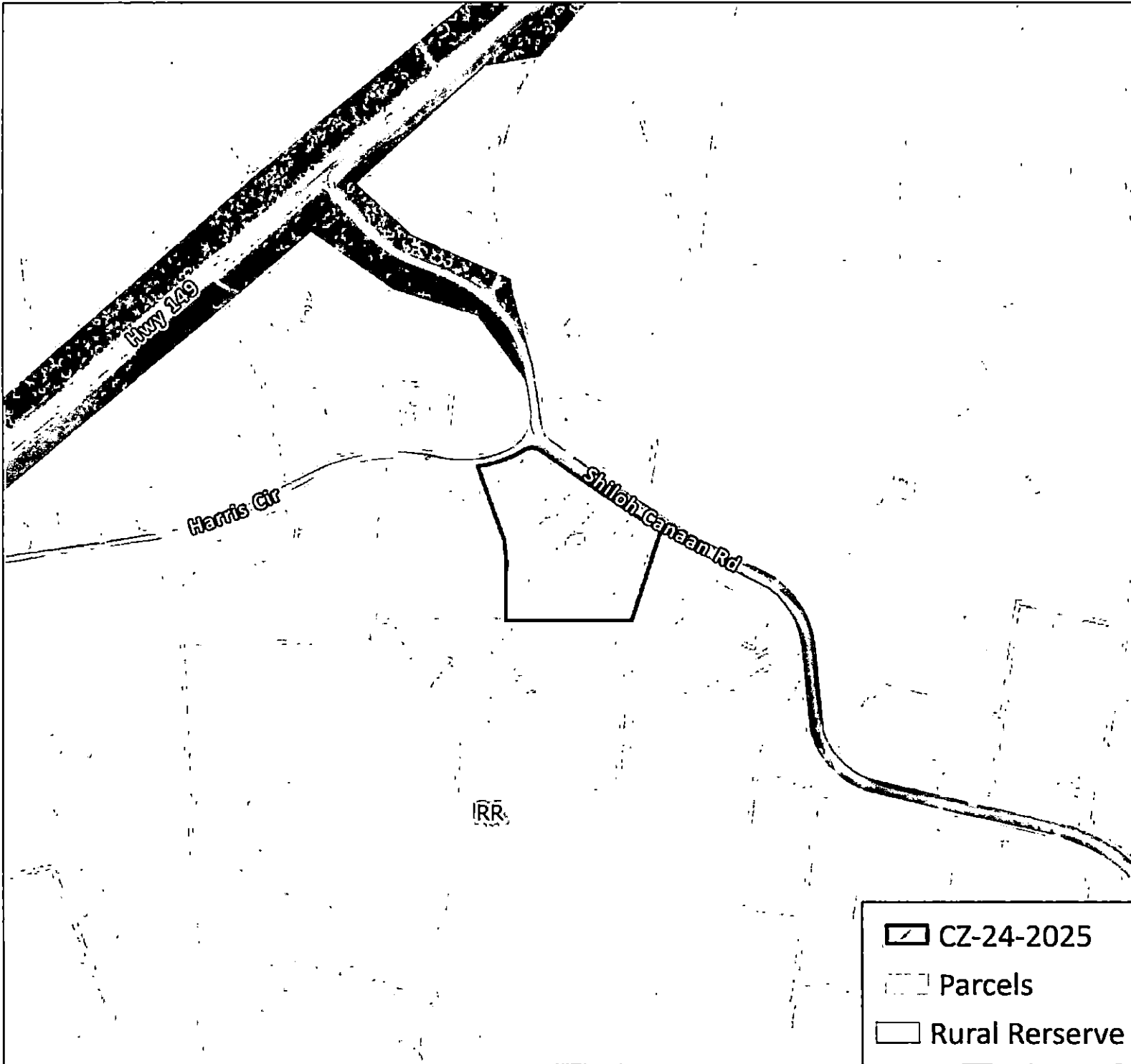
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 CZ-24-2025

Parcels
ZONING

12/19/2025




CZ-24-2025

APPLICANT:
BRYAN COGDILL

REQUEST:
C-2
TO
AG

MAP & PARCEL
120 02100

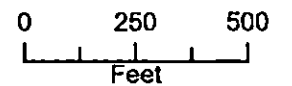
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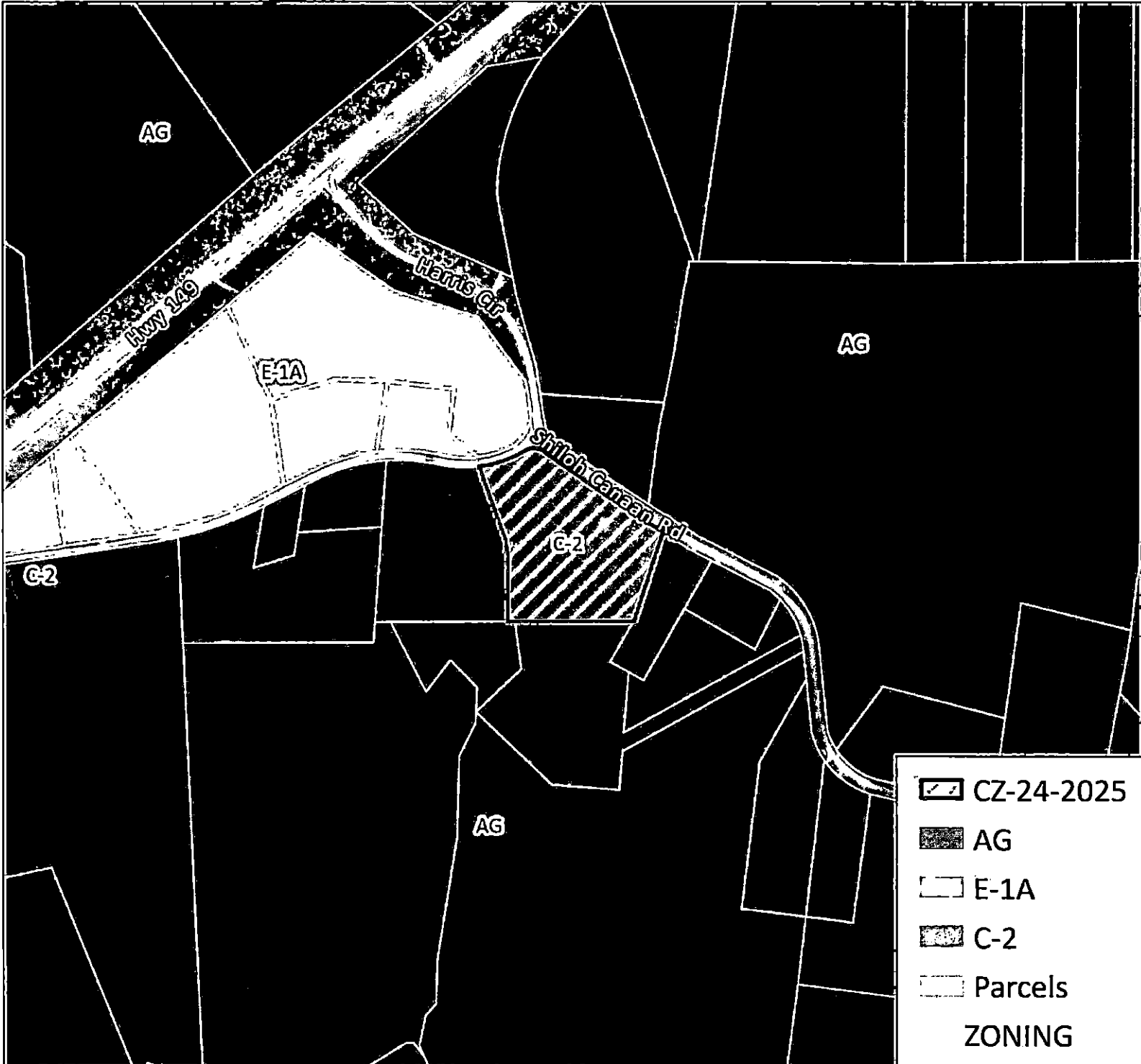
 Parcels

 Rural Reserve

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12/19/2025




CZ-24-2025


APPLICANT:
BRYAN COGDILL


REQUEST:
C-2
TO
AG


MAP & PARCEL
120 02100


ACRES +/-
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 CZ-24-2025

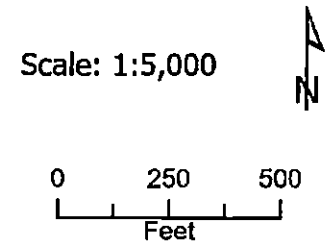
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 E-1A

 C-2

 Parcels

ZONING



12/19/2025

On Motion to Adopt by Commissioner Beal, seconded by Commissioner Chandler, the

foregoing Zoning Resolution was Adopted by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	VACANT	---	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 20 Noes – 0 Abstentions – 0

ABSENT: None

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

- 26-1-1** Resolution Amending the Fiscal Year 2026 Budget of Montgomery County, Tennessee
- 26-1-2** Resolution to Accept Donation Funds for the Montgomery County Fire Service from the Tractor Supply Company Foundation
- 26-1-3** Resolution to Authorize Cooperative Purchasing Agreements for the Use and Benefit of all Montgomery County Departments
- 26-1-4** Resolution Amending the Budget of Montgomery County to Appropriate Funds to add a Security Officer to the County Clerk's Office at Veteran's Plaza
- Commission Minutes dated December 8, 2025
 - County Clerk's Report
 - Nominating Committee Nominations
 - County Mayor Appointments and Nominations

**RESOLUTION AMENDING THE FISCAL YEAR 2026 BUDGET
OF MONTGOMERY COUNTY, TENNESSEE**

WHEREAS, the County Commission adopted the Fiscal Year 2026 budget by Resolution 25-6-9 on July 9, 2025; and

WHEREAS, the Director of Accounts and Budgets performs continuing reviews of the status of funding needs and the receipts of revenues anticipated in support of the various budgets; and

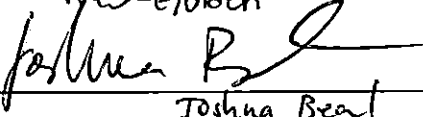
WHEREAS, the County Commission desires to appropriate funding to these expenditure accounts from various sources including revenues, designated fund balances, and/or other sources within the funds in which those accounts operate.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular business session this 12th day of January 2026, hereby adopts the changes to the FY 2026 budget as reflected in **Schedule 1** attached to this Resolution.

Duly passed and approved this 12th day of January 2026.



Sponsor 
Wes Golden

Commissioner 
Joshua Beal

Approved 
Wes Golden, County Mayor

Attested 
Teresa Cottrell, County Clerk

Budget Amendment - Schedule 1
General Fund Revenues



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
Local Taxes				
40110 CURRENT PROPERTY TAX	98,388,000		98,388,000	
40120 TRUSTEE'S COLLECTIONS	800,000		800,000	
40125 TRUSTEE COLLECTIONS - BANKRUPTCY	30,000		30,000	
40130 CIRCUIT/CHANCERY COLLECTIONS	500,000		500,000	
40140 INTEREST & PENALTY	300,000		300,000	
40161 PMTS IN LIEU OF TAXES	763		763	
40162 PMTS IN LIEU OF TAXES -UTILITY	1,640,000		1,640,000	
40163 PMTS IN LIEU OF TAXES	851,533		851,533	
40220 HOTEL/MOTEL TAX	2,500,000		2,500,000	
40250 LITIGATION TAX - GENERAL	390,000		390,000	
40260 LITIGATION TAX-SPECIAL	80,000		80,000	
40270 BUSINESS TAX	2,000,000		2,000,000	
40320 BANK EXCISE TAX	450,000		450,000	
40330 WHOLESALE BEER TAX	400,000		400,000	
40350 INTERSTATE TELECOMMUNICATIONS	-		-	
Total Local Taxes	108,330,296	-	108,330,296	
Licenses & Permits				
41120 ANIMAL REGISTRATION	215,000		215,000	
41130 ANIMAL VACCINATION	16,000		16,000	
41140 CABLE TV FRANCHISE	300,000		300,000	
41520 BUILDING PERMITS	1,500,000		1,500,000	
41540 PLUMBING PERMITS	30,000		30,000	
41590 OTHER PERMITS	465,000		465,000	
Total Licenses & Permits	2,526,000	-	2,526,000	
Fines, Forfeitures & Penalties				
42110 FINES	14,000		14,000	
42120 OFFICERS COSTS	20,000		20,000	
42141 DRUG COURT FEES	1,600		1,600	
42142 VETERANS TREATMENT COURT	1,800		1,800	
42190 DATA ENTRY FEES -CIRCUIT	9,000		9,000	
42191 COURTROOM SECURITY - CIRCUIT	7,500		7,500	
42192 CIRCUIT COURT VICTIMS ASSESSMENT	3,525		3,525	
42310 FINES	135,000		135,000	

Budget Amendment - Schedule 1
General Fund Revenues



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
42311 FINES - LITTERING	250		250	
42320 OFFICERS COSTS	275,000		275,000	
42330 GAME & FISH FINES	500		500	
42341 DRUG COURT FEES	20,000		20,000	
42342 VETERANS TREATMENT COURT	15,000		15,000	
42350 JAIL FEES GENERAL SESSIONS	300,000		300,000	
42380 DUI TREATMENT FINES	20,000		20,000	
42390 DATA ENTRY FEE-GENERAL SESSIONS	63,000		63,000	
42392 GEN SESSIONS VICTIM ASSESSMENTS	60,000		60,000	
42410 FINES	1,700		1,700	
42420 OFFICERS COSTS	15,000		15,000	
42450 JAIL FEES	25,000		25,000	
42490 DATA ENTRY FEE-JUVENILE	10,250		10,250	
42520 OFFICERS COSTS	35,000		35,000	
42530 DATA ENTRY FEE -CHANCERY	5,000		5,000	
42610 FINES	1,000		1,000	
42641 DRUG COURT FEES	30,000		30,000	
42910 PROCEEDS-CONFISCATED PROPERTY	1,000		1,000	
42990 OTHER FINES/FORFEITS/PENALTIES	18,300		18,300	
Total Fines, Forfeitures & Penalties	1,088,425	-	1,088,425	
Charges for Current Services				
43120 PATIENT CHARGES	6,900,000		6,900,000	
43140 ZONING STUDIES	5,000		5,000	
43190 OTHER GENERAL SERVICE CHARGES	65,000		65,000	
43340 RECREATION FEES	110,000		110,000	
43350 COPY FEES	9,900		9,900	
43365 ARCHIVE & RECORD MANAGEMENT	475,500		475,500	
43366 GREENBELT LATE APPLICATIONS	-		-	
43370 TELEPHONE COMMISSIONS	236,000		236,000	
43380 VENDING MACHINE COLLECTIONS	68,000		68,000	
43383 TITLING & REGISTRATION	190,000		190,000	
43392 DATA PROCESSING FEES -REGISTER	80,000		80,000	
43393 PROBATION FEES	27,000		27,000	
43394 DATA PROCESSING FEES - SHERIFF	30,000		30,000	

Budget Amendment - Schedule 1
General Fund Revenues



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
43395 SEXUAL OFFENDER FEE - SHERIFF	18,000		18,000	
43396 DATA PROCESSING FEE-COUNTY CLERK	30,000		30,000	
43990 OTHER CHARGES FOR SERVICES	5,000		5,000	
Total Charges for Current Services	8,249,400	-	8,249,400	
Other Local Revenues				
44110 INTEREST EARNED	5,000,000		5,000,000	
44120 LEASE/RENTALS	313,320		313,320	
44140 SALE OF MAPS	3,000		3,000	
44145 SALE OF RECYCLED MATERIALS	-		-	
44170 MISCELLANEOUS REFUNDS	314,100		314,100	
44530 SALE OF EQUIPMENT	5,000		5,000	
101-55120-00000-55-44530	-	6,273	6,273	Surplus sale of equipment
44990 OTHER LOCAL REVENUES	462,000		462,000	
Total Other Local Revenues	6,097,420	6,273	6,103,693	
Fees Received from County Officials				
45510 COUNTY CLERK	2,450,000		2,450,000	
45520 CIRCUIT COURT CLERK	700,000		700,000	
45540 GENERAL SESSIONS COURT CLERK	1,700,000		1,700,000	
45550 CLERK & MASTER	425,000		425,000	
45560 JUVENILE COURT CLERK	200,000		200,000	
45580 REGISTER	1,300,000		1,300,000	
45590 SHERIFF	85,000		85,000	
45610 TRUSTEE	5,000,000		5,000,000	
Total Fees Received from County Officials	11,860,000	-	11,860,000	
State of Tennessee				
46110 JUVENILE SERVICES PROGRAM	705,867		705,867	
46210 LAW ENFORCEMENT TRAINING	124,800		124,800	
46240 SCHOOL RESOURCES OFFICERS	3,075,000		3,075,000	
46290 OTHER PUBLIC SAFETY GRANT	-		-	
46330 EMS TRAINING PROGRAMS	-		-	
46390 OTHER HEALTH & WELFARE GRANT	490,070		490,070	
46430 LITTER PROGRAM	91,300		91,300	
46490 OTHER PUBLIC SAFETY GRANTS	-		-	

Budget Amendment - Schedule 1
General Fund Revenues



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
46810 FLOOD CONTROL	3,500		3,500	
46830 BEER TAX	20,000		20,000	
46835 VEHICLE CERTIFICATE OF TITLE	26,000		26,000	
46840 ALCOHOLIC BEVERAGE TAX	400,000		400,000	
46845 OPIOID SETTLEMENT FUNDS	646,881		646,881	
46851 STATE REVENUE SHARING	2,200,000		2,200,000	
46852 REVENUE SHARING-TELECOM	290,000		290,000	
46855 SHARED SPORTS GAMING PRIVILEGE	115,000			
46890 PRISONER TRANSPORTATION	10,000		10,000	
46915 CONTRACTED PRISONER BOARD	900,000		900,000	
46960 REGISTRAR'S SALARY SUPPLEMENT	15,164		15,164	
46980 OTHER STATE GRANTS	4,539,850		4,539,850	
46990 OTHER STATE REVENUES	208,000		208,000	
101-55130-00000-55-46990	-	8,775	8,775	State ROI
Total State of Tennessee	13,861,432	8,775	13,755,207	
Federal Revenues				
47235 HOMELAND SECURITY GRANTS	277,736		277,736	
47250 SHERIFF TUITION REIMBURSEMENT	-		-	
47590 OTHER FEDERAL THROUGH STATE	624,552		624,552	
47700 ASSET FORFEITURE FUNDS	57,500		57,500	
47990 OTHER DIRECT FEDERAL REV	2,400		2,400	
Total Federal Revenues	962,188	-	962,188	
Other Governments & Citizen Groups				
48110 PRISONER BOARD	-		-	
48130 CONTRIBUTIONS	256,490		256,490	
48140 CONTRACTED SERVICES	280,000		280,000	
48610 DONATIONS	324,500		324,500	
101-55130-00000-55-48610	-	1,000	1,000	EMS donation
48990 OTHER	4,000		4,000	
Total Other Governments & Citizen Groups	864,990	1,000	865,990	

Budget Amendment - Schedule 1
General Fund Revenues



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
Non-Revenue Source				
49700 INSURANCE PROCEEDS	102,249		102,249	
49800 OPERATING TRANSFERS	1,025,000		1,025,000	
Total Non-Revenue Source	1,127,249	-	1,127,249	
TOTAL GENERAL FUND REVENUES	154,967,400	16,048	154,983,448	
Increase (Decrease) in Budgeted Fund Balance		16,048		

Budget Amendment - Schedule 1
General Fund Expenditures



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
51100 COUNTY COMMISSION	448,899		448,899	
51210 BOARD OF EQUALIZATION	10,770		10,770	
51220 BEER BOARD	7,306		7,306	
51240 OTHER BOARDS & COMMITTEE	6,890		6,890	
51300 COUNTY MAYOR	937,602		937,602	
51310 HUMAN RESOURCES	1,562,700		1,562,700	
51400 COUNTY ATTORNEY	300,000		300,000	
51500 ELECTION COMMISSION	1,282,410		1,282,410	
51600 REGISTER OF DEEDS	1,052,806		1,052,806	
51720 PLANNING	-		-	
101-51720-00000-51-53160	653,404	1,507	654,911	Correct zoning study carryforward
51730 BUILDING	903,844		903,844	
51750 CODES COMPLIANCE	1,691,335		1,691,335	
51760 GEOGRAPHICAL INFORMATION SYSTEMS	424,263		424,263	
51800 COUNTY BUILDINGS	757,043		757,043	
51810 FACILITIES	4,912,667		4,912,667	
51900 OTHER GENERAL ADMINISTRATION	1,795,360		1,795,360	
51910 ARCHIVES	641,099		641,099	
52100 ACCOUNTS & BUDGETS	1,401,658		1,401,658	
52200 PURCHASING	550,832		550,832	
52300 PROPERTY ASSESSOR'S OFFICE	2,765,941		2,765,941	
52400 COUNTY TRUSTEES OFFICE	1,226,777		1,226,777	
52500 COUNTY CLERK'S OFFICE	4,933,205		4,933,205	
52600 INFORMATION SYSTEMS	6,739,172		6,739,172	
52900 OTHER FINANCE	61,300		61,300	
53100 CIRCUIT COURT	6,015,669		6,015,669	
53300 GENERAL SESSIONS COURT	993,062		993,062	
53330 DRUG COURT	104,000		104,000	
53400 CHANCERY COURT	1,230,779		1,230,779	
53500 JUVENILE COURT	2,344,017		2,344,017	
53600 DISTRICT ATTORNEY GENERAL	439,527		439,527	
53610 OFFICE OF PUBLIC DEFENDER	264,015		264,015	
53700 JUDICIAL COMMISSIONERS	460,536		460,536	
53800 RECOVERY COURTS	1,159,615		1,159,615	
53900 OTHER ADMINISTRATION/ JUSTICE	552,208		552,208	

Budget Amendment - Schedule 1
General Fund Expenditures



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
53910 ADULT PROBATION SERVICES	1,631,714		1,631,714	
54110 SHERIFF'S DEPARTMENT	23,131,839		23,131,839	
54120 SPECIAL PATROLS	7,114,898		7,114,898	
54150 DRUG ENFORCEMENT	122,500		122,500	
54160 SEXUAL OFFENDER REGISTRY	22,370		22,370	
54210 JAIL	20,880,805		20,880,805	
54220 WORKHOUSE	2,284,903		2,284,903	
54230 COMMUNITY CORRECTIONS	888,381		888,381	
54240 JUVENILE SERVICES	523,380		523,380	
54310 FIRE PREVENTION & CONTROL	4,057,417		4,057,417	
54410 EMERGENCY MANAGEMENT	585,248		585,248	
54490 OTHER EMERGENCY MANAGEMENT	203,386		203,386	
54610 COUNTY CORONER / MED EXAMINERS	585,000		585,000	
55110 HEALTH DEPARTMENT	316,431		316,431	
55120 RABIES & ANIMAL CONTROL	2,813,792		2,813,792	
101-55120-00000-55-53360	9,000	4,060	13,060	Repairs on vehicles
101-55120-00000-55-53990	56,125	2,213	58,338	Temporary security for new building
101-55120-00000-55-57990	39,020	300,000	339,020	Use of donation - fencing, sound system, etc.
55130 AMBULANCE SERVICE	22,228,672		22,228,672	
101-55130-00000-55-53990	92,594	1,000	93,594	Use of donation
55190 OTHER LOCAL HEALTH SERVICES	3,696,661		3,696,661	
55390 APPROPRIATION TO STATE	156,123		156,123	
55590 OTHER LOCAL WELFARE SERVICES	20,825		20,825	
55900 OTHER PUBLIC HEALTH & WELFARE	-		-	
56500 LIBRARIES	4,099,487		4,099,487	
56700 PARKS & FAIR BOARDS	4,970,849		4,970,849	
56900 OTHER SOCIAL, CULTURAL & RECREATION	9,688		9,688	
57100 AGRICULTURAL EXTENSION SERVICE	623,078		623,078	
57300 FOREST SERVICE	2,000		2,000	
57500 SOIL CONSERVATION	77,449		77,449	
57800 STORM WATER MANAGEMENT	-		-	
58110 TOURISM	1,825,000		1,825,000	
58120 INDUSTRIAL DEVELOPMENT	2,548,179		2,548,179	
58220 AIRPORT	509,683		509,683	
58300 VETERAN'S SERVICES	903,869		903,869	

Budget Amendment - Schedule 1
General Fund Expenditures



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
58400 OTHER CHARGES	4,783,000		4,783,000	
58500 CONTRIBUTION TO OTHER AGENCIES	3,965,500		3,965,500	
58600 EMPLOYEE BENEFITS	826,000		826,000	
58900 MISC-CONTINGENCY RESERVE	15,000		15,000	
64000 LITTER & TRASH COLLECTION	227,224		227,224	
99100 OPERATING TRANSFERS	4,038,092		4,038,092	
Total General Fund Expenditures	169,515,893	308,780	169,824,673	
Increase (Decrease) in Budgeted Fund Balance		(308,780)		

**Budget Amendment - Schedule 1
Capital Projects Fund Expenditures**



Account	FY 2026 Budget as of 12/08/2025	Proposed Increase/ (Decrease)	Proposed Amended Budget	Amendment Description
91120 - ADMIN OF JUSTICE PROJECTS	-	-	-	
00000 - CAPITAL EXPENSES	365,000	-	365,000	
91110 - GENERAL ADMINISTRATION PROJECTS	11,195,092	-	11,195,092	
171-91110-02023-91-57070-TR267	805	(785)	20	Historic Courthouse Renovation - transfer to EMS Station 28 project
171-91110-02025-91-57070-TR267	74,484	(29,569)	44,915	Historic Courthouse Renovation - transfer to EMS Station 28 project
91130 - PUBLIC SAFETY PROJECTS	23,332,444	-	23,332,444	
171-99130-02025-91-57070-TR600	190,000	(25,955)	164,045	DTF Sprinkler - transfer to 1986 Jail Sewer project
171-91130-02025-91-57060-TR610	192,900	25,955	218,855	Increase 1986 Jail sewer project
91140 - PUBLIC HEALTH/WELFARE PROJECTS	1,932,060	-	1,932,060	
171-91140-00000-91-57070-26002	3,400,000	171,019	3,571,019	Increase EMS Station 28 EMS Station 20 Remodel - transfer to EMS Station 28 project
171-91140-02025-91-57070-TR800	304,403	(46,000)	258,403	project
171-91140-02020-91-57150-TR800	48,733	(48,733)	-	EMS Land - transfer to EMS Station 28 project
91150 - SOCIAL/CULTURAL/REC PROJECTS	8,304,654	-	8,304,654	
91160 - AG/NAT RESOURCE PROJECTS	3,455,049	-	3,455,049	
91190 - OTHER GENERAL GOVT PROJECTS	105,345	-	105,345	
91200 - HIGHWAY & STREET CAPITAL PROJECTS	37,144,981	-	37,144,981	
91300 - EDUCATION CAPITAL PROJECTS	65,883,110	-	65,883,110	
99100 - TRANSFERS	7,433,771	-	7,433,771	
TOTAL CAPITAL PROJECT FUND EXPENDITURES	163,362,831	45,932	163,408,763	

**Increase (Decrease) in
Budgeted Fund Balance** (45,932)

RESOLUTION TO AUTHORIZE COOPERATIVE PURCHASING AGREEMENTS FOR THE USE AND BENEFIT OF ALL MONTGOMERY COUNTY DEPARTMENTS

WHEREAS, the Tennessee Code Annotated (TCA) § 12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and

WHEREAS, cooperative purchasing agreements allow local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same circumstances required by law by the purchasing entity; and

WHEREAS, these master cooperative agreements reduce time and personnel resources needed to competitively bid goods and services at the local level, but still allow local governments to take advantage of the lowest and best pricing available for the needed goods and services; and

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 12th day of January 2026, that that we agree to the terms of the law and authorize use of the following master cooperative purchasing agreements:

1. Sourcewell Cooperative Purchasing Program
2. OMNIA Partners
3. Houston-Galveston Area Council
4. NASPO Valuepoint

BE IT FURTHER RESOLVED that the established list of authorized cooperative purchasing agreements may be amended at any time by the Montgomery County Board of Commissioners.

Duly passed and approved this 12th day of January 2026.



Sponsor Elizabeth Black
Elizabeth Black, Purchasing Agent

Commissioner Rickey Ray
Rickey Ray

Approved Wes Golden
Wes Golden, County Mayor

Attested Teresa Cottrell
Teresa Cottrell, County Clerk

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a transaction document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2025.

Sourcewell:

Participating Entity:

By 

By _____

 Hsmgrilire - Signed

Authorized Signature - Signed

By Greg Zylka

By _____

Name - Printed

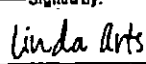

Name-Printed

Title Sourcewell Board of Directors Chair

Title _____

Date 1/22/2025 12:09 PM CST

Date _____

Signed by:
By 
 Authorized Signature -- Signed

By Linda Arts

Name - Printed

Title Sourcewell Board of Directors Clerk

Date 1/21/2025 1: 7: 59 PM CST

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City* _____

State* _____ Zip Code* _____

Country* _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Job Role

Elected Official

Faculty

Department Purchaser

Leadership/Administration

Management

Staff/Team Member

Supervisory

Volunteer

Other _____

Email* _____

Phone* _____

Email completed agreement to:
service@sourcewell-mn.gov

You may also mail the
completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Organization Type:

Government

- Consolidated Government
- County/Borough
- Federal
- City/Municipality
- Special District/Authority/Limited Purpose
- State
- Township
- Tribal
- Province/Territory
- Quasi-Government

Education

- Private College/University
- Private K-12 Education
- Public College/University
- Public K-12 Education

Nonprofit

- Nonprofit 501(c)(3) -An IRS letter of nonprofit verification document is required
- D** Nonprofit Other

Referred by

- Advertisement _____
- Colleague/Friend _____
- Conference/Trade Show _____
- Supplier _____
- Search Engine/Web Search _____
- Sourcewell Employee _____

**Denotes required information*



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (f/k/a a Principal Procurement Agency Certificate) (such agencies "**Lead Public Agencies**" and f/k/a Principal Procurement Agencies) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Lead Public Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and

accurately report discounts and incentives.

3. Each party acknowledges and agrees that OMNIA Partners, in its capacity as the cooperative administrator, has the right to receive Master Agreement sales information for Participating Public Agencies to try to ensure suppliers provide accurate and transparent contract pricing and sales reporting and OMNIA Partners reserves the right to conduct Master Agreement price verifications with suppliers and supplier audits using Lead Public Agencies and Participating Public Agencies sales information for purchases under Master Agreements. Participating Public Agency agrees to provide OMNIA Partners reasonable information related to purchases under Master Agreements upon request from OMNIA Partners in connection with such price verifications and/or audits of suppliers. Nothing herein shall require OMNIA Partners to conduct such price verifications or audits or be responsible for any supplier's accuracy in pricing or reporting.

4. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

5. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

6. The Lead Public Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

7. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

8. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier. The Participating Public Agency acknowledges and agrees that the OMNIA Partners Parties may market all Master Agreements available through Lead Public Agencies to such Participating Public Agency and its employees and representatives.

9. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

10. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the

extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

11. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANYWAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

12. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

13. This Agreement shall take effect upon (i) execution of the Lead Public Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

14. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - ID: 7252

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and H2O Partners, Inc., hereinafter referred to as the Contractor, having its principal place of business at 260 Addie Roy Road, Suite 150, Austin, TX 78746.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) -A contract award (2 CFR 101.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to :furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant finn, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTIO OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **ConDict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/fonns/CTO.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form - Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_fonn1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix IL. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within

thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

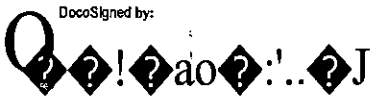
ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.


SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

H2O Partners, Inc.

DocuSigned by:
Signature 
Name Jo Ann Howard
Title President
Date 8/18/2021

H-GAC

DocuSigned by:
Signature 
Name Chuck Wemple
Title Executive Director
Date 8/23/2021

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - 7252

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA") with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization- specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R. Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off-the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a-276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include

a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
2. 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

HGACBuy

Attachment A**H2O Partners, Inc.****All Hazards Preparedness, Planning, Consulting & Recovery Services****Contract No.: HP0S-21**

MO Partners Labor Category	Hourly Rates
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00
Technical Support Specialist	\$110.00

HGACBuy

Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00
Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
Roadway Asset Services (RAS) Management Labor Category	Hourly Rates
Training Services	\$150.00
Data Collection Specialist	\$100.00
Database Administrator	\$120.00
Senior Database Administrator	\$150.00
GIS Technician	\$90.00
GIS Analyst	\$110.00
Senior GIS Analyst	\$150.00
Programmer I	\$100.00
Programmer II / AMS Specialist	\$150.00
Pavement Subject Matter Expert	\$275.00
Transportation Subject Matter Expert	\$200.00
Asset Management Subject Matter Expert	\$200.00
Project Manager	\$160.00
Senior Project Manager	\$200.00
Principal-in-Charge	\$300.00
Pavement Consultant	\$200.00
Senior Pavement Consultant	\$275.00
Arborist	\$200.00
Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Sensor Operator for Remote UAV	\$185.00
Visual Observer for Remote UAV	\$160.00
Roadway Asset Services, - Inventory	Rates
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$80.00

HGACBuy

Pavement Condition Index - ASTM D6433 surveys (PCI) (test mile)	\$50.00
Pavement Condition Index-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Pavement Condition Index - Modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$60.00
Alley inventory (unpaved) (lane mile)	\$70.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Signs (lane mile)	\$45.00
Signs, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$36.00
Sidewalks (lane mile)	\$40.00
Sidewalks, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
ADA Ramps (lane mile)	\$30.00
ADA Ramps, with no condition rating (lane mile)	\$25.00
Signals (lane mile)	\$30.00
Inlets (lane mile)	\$30.00
Curb and Gutter (lane mile)	\$45.00
Curb and Gutter, with no condition rating (lane mile)	\$35.00
Pavement Markings (lane mile)	\$30.00
Pavement Striping (lane mile)	\$40.00
Water Valves (lane mile)	\$25.00
Control/vault boxes (lane mile)	\$25.00
Backflow and backflow enclosures (lane mile)	\$25.00
Fire Hydrants (lane mile)	\$25.00
Manholes (lane mile)	\$25.00
Street Lights (lane mile)	\$30.00
Transformers (lane mile)	\$25.00
Parking Meters (lane mile)	\$25.00
Utility Poles (lane mile)	\$30.00
Meter Boxes (lane mile)	\$25.00
Street Trees, location only (no tree species information) (lane mile)	\$90.00
Retaining Walls (lane mile)	\$40.00
Mailboxes (lane mile)	\$25.00
Driveways (Drive path) (lane mile)	\$45.00
Bus Shelters (lane mile)	\$25.00
Guardrails (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards (lane mile)	\$25.00
Bikeway Bollards (lane mile)	\$20.00
Traffic Calming Devices (lane mile)	\$30.00
ITS Beacons (lane mile)	\$25.00
ITS System Cabinets (lane mile)	\$30.00
ITS Pullboxes (lane mile)	\$35.00
ITS Service Connections (lane mile)	\$30.00
ITS Poles (lane mile)	\$30.00
ITS Dynamic Message Signs (lane mile)	\$20.00
Medians (lane mile)	\$60.00
Bridge Locations (lane mile)	\$30.00
Streetscapes (lane mile)	\$60.00
Parks and Recreation Facilities (unit)	\$60.00
Trail and bike path Inventory (mile)	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00

HGACBuy

Onsite RAS data reviews (per day)	\$2,500.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$145.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$170.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$160.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCr value in tables and GPR thickness tables) (lane mile)	\$320.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$15,000.00
Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00

AMENDMENT No. 1 to CONTRACT No. BP0S-21

For

All Hazards Preparedness, Planning, Consulting & Recovery Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

H2O Partners, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Clarifies Articles 26, 27, and 28 in Master Special Provisions of the above referenced Agreement (#7252) should read as follows:

ARTICLE 26: CO TRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000 a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative

Master Agreement.


- 2. 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

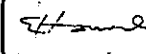
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:


 42EC22005054423
 Chuck Wemple, Executive Director
 1/5/2022
 Date: _____

Signed for: **H2O Partners, Inc.**

DocuSigned by:


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 Eric Toward Vice President
 1/3/2022
 Date: _____

Printed Name & Title:

AMENDMENT No. 2 to CONTRACT No. HP0S-21
For
All Hazards Preparedness, Planning, Consulting & Recovery Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
H2O Partners, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July, 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

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

Signed for **Houston-Galveston Area Council**,
Houston, Texas

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DocuSign Envelope ID: 99AAE1F6-F95A-48CB-822B-568F5664E7C2

Chuck Wemple, Executive Director

Date: 7 / 3 / 2 02 3

Signed for: **H2O Partners, Inc.**

DocuSign Envelope ID: 99AAE1F6-F95A-48CB-822B-568F5664E7C2

DocuSign Envelope ID: 99AAE1F6-F95A-48CB-822B-568F5664E7C2

Eric Howard vice President

Printed Name & Title:

Date: 6/30/2023

H2O Partners, Inc.**All Hazards Preparedness, Planning, Consulting & Recovery Services**

Labor Category	Hourly Rates April2023
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00
Technical Support Specialist	\$110.00
Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00

HGACBuy

Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
Roadway Asset Services (RAS) Management	
Additional RAS Project work: Training Services	\$150.00
Additional RAS project work: Data Collection Specialist	\$100.00
Additional RAS project work: Database Administrator	\$120.00
Additional RAS project work: Senior Database Administrator	\$150.00
Additional RAS project work: GIS Technician	\$90.00
Additional RAS project work: GIS Analyst	\$110.00
Additional RAS project work: Senior GIS Analyst	\$150.00
Additional RAS project work: Programmer I	\$100.00
Additional RAS project work: Programmer II / AMS Specialist	\$150.00
Additional RAS project work: GIS Software Architect	\$150.00
Additional RAS project work: Senior GIS Software Architect	\$175.00
Additional RAS project work: Pavement Subject Matter Expert	\$275.00
Additional RAS project work: Transportation Subject Matter Expert	\$200.00
Additional RAS project work: Asset Management Subject Matter Expert	\$200.00
Additional RAS project work: Project Manager	\$160.00
Additional RAS project work: Senior Project Manager	\$200.00
Additional RAS project work: Principal-in-Charge	\$300.00
Additional RAS project work: Pavement Consultant	\$200.00
Additional RAS project work: Senior Pavement Consultant	\$275.00
Additional RAS project work: Arborist	\$200.00
Additional RAS project work: Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Additional RAS project work: Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Additional RAS project work: Sensor Operator for Remote UAV	\$185.00

Additional RAS project work: Visual Observer for Remote UAV	\$160.00
Roadway Asset Inventory (RAS) In-House	Rates
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$112.00
Roadway Asset Inventory-ASTM D6433 surveys (PCI) (test mile)	\$50.00
Roadway Asset Inventory-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Roadway Asset Inventory- modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$84.00
Alley inventory (unpaved) (lane mile)	\$84.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Sign & Support Inventory with Condition (lane mile)	\$60.00
Sign Inventory (lane mile)	\$45.00
Sign Inventory, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$44.00
Sidewalks Inventory (lane mile)	\$40.00
Sidewalks Inventory, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
Signals Inventory (lane mile)	\$30.00
Inlets Inventory (lane mile)	\$30.00
Curb and Gutter Inventory (lane mile)	\$45.00
Curb and Gutter Inventory, with no condition rating (lane mile)	\$35.00
Water Valves Inventory (lane mile)	\$25.00
Control/vault boxes Inventory (lane mile)	\$25.00
Backflow and backflow enclosures Inventory (lane mile)	\$25.00
Pavement Markings Inventory (lane mile)	\$30.00
Pavement Striping Inventory (lane mile)	\$40.00
ADA Ramps Inventory (lane mile)	\$30.00
ADA Ramps Inventory, with no condition rating (lane mile)	\$25.00
Fire Hydrants Inventory (lane mile)	\$25.00
Manholes Inventory (lane mile)	\$25.00
Street Lights Inventory (lane mile)	\$30.00
Transformers Inventory (lane mile)	\$25.00

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Parking Meters Inventory (lane mile)	\$25.00
Utility Poles Inventory (lane mile)	\$30.00
Meter Boxes Inventory (lane mile)	\$25.00
Street Trees Inventory, location only (no tree species information) (lane mile)	\$80.00
Retaining Walls Inventory (lane mile)	\$40.00
Mailboxes Inventory (lane mile)	\$25.00
Driveways Inventory (Drive path) (lane mile)	\$45.00
Bus Shelters Inventory (lane mile)	\$25.00
Guardrails Inventory (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards Inventory (lane mile)	\$25.00
Bikeway Bollards Inventory (lane mile)	\$20.00
Traffic Calming Devices Inventory (lane mile)	\$30.00
ITS Beacons Inventory (lane mile)	\$25.00
ITS System Cabinets Inventory (lane mile)	\$30.00
ITS Pullboxes Inventory (lane mile)	\$35.00
ITS Service Connections Inventory (lane mile)	\$30.00
ITS Poles Inventory (lane mile)	\$30.00
ITS Dynamic Message Signs Inventory (lane mile)	\$20.00
Medians Inventory (lane mile)	\$60.00
Bridge Locations Inventory (lane mile)	\$30.00
Streetscapes Inventory (lane mile)	\$60.00
Parks and Recreation Facilities Inventory (unit)	\$60.00
Trail and bike path Inventory	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00
Onsite RAS data reviews (per day)	\$3,000.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$179.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$210.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$198.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	\$396.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$18,600.00

Traffic Control for Falling Weight Detlectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00
Roadway Asset Servmes (RAS) Analysis	Rates
PAVER Data Load - pavement condition & attributes (lump sum)	\$5,500.00
Cartegraph Data Load -pavement condition & attributes (lump sum)	\$10,000.00
Cartegraph Data Load - ROW asset condition/attributes (per each asset)	\$5,000.00
Cartegraph Pavement Analysis, Parameter Configuration, & Multi-Year Plan (lump sum)	\$15,000.00
Cartegraph Scenario Builder Annual Update (lump sum)	\$15,000.00
Lucity/CentralSquare Data Load - pavement condition & attributes (lump sum)	\$8,000.00
Lucity Data Load - ROW asset condition/attributes (per each asset)	\$5,000.00
Lucity Pavement Analysis, Parameter Configuration, & Multi-Year Plan (lump sum)	\$14,000.00
Lucity Pavement Analysis Annual Update (lump sum)	\$14,000.00
Budget Optimization Street Selector BOSS™ Data Load (lump sum)	\$5,000.00
Budget Optimization Street Selector BOSS™ Pavement Analysis & Multi-Year Plan (lump sum)	\$20,000.00
Budget Optimization Street Selector BOSS™ Annual Update - Bronze Level (lump sum)	\$15,000.00
Budget Optimization Street Selector BOSS™ Annual Update - Silver Level (lump sum)	\$22,500.00
Budget Optimization Street Selector BOSS™ Annual Update - Gold Level (lump sum)	\$30,000.00
Pavement Management Software Data Load (lump sum)	\$14,500.00
Management Section Spatial Optimization (lane mile)	\$20.00
Maintenance and Rehabilitation Activity Consulting & Coaching (lump sum)	\$5,500.00
Onsite Council Presentation Development & Delivery (lump sum)	\$4,000.00
Functional Classificaiton Review & Assignment (lane mile)	\$15.00
Web-Hosted Videologger & Deployment (<500 lane miles)	\$9,500.00
Web-Hosted Videologger & Deployment (501-1000 lane miles)	\$17,000.00
Web-Hosted Videologger & Deployment (1001-2,500 lane miles)	\$25,000.00
Web-Hosted Videologger & Deployment (2501+ lane miles)	\$34,500.00
Pavement & ROW Imagery Storage (lump sum/ annual)	\$5,000.00

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

Cooperative Agreement - Extension - H2O Partners, Inc. - Public Services - ID: 12490

EXTENSION No. 2 to CONTRACT No. HP0S-21

For

All Hazards Preparedness, Planning, Consulting & Recovery Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

H2O Partners, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for All Hazards Preparedness, Planning, Consulting & Recovery Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

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

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

[
t:=5061423

Chuck Wemple
Executive Director
Date: 5/17/2024

Signed for: **H2O Partners, Inc.**

DocuSigned by:

7000BC3E44D-
IIC.t10WafO

Printed Name:

Title:

Vice President
Date: 5/14/2024



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC22-11984
Permanent Number assigned
by H-GAC

This INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Montgomery County, TN**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **1 Millennium Plaza Clarksville, TN 37040**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **8/08/2022** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2022** and ends **06/30/2023**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Montgomery County, TN

Name of End User (local government, agency, or non-profit corporation)

1 Millennium Plaza

Mailing Address

Clarksville, TN 37040

City, State ZIP Code

 8/9/2022
Signature of chief elected or appointed official | Date

Jim Durrett, Mayor


Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

DocuSigned by:



By: 
Executive Director

Date: 9/22/2022



NASPO ValuePoint Master Agreement Terms and Conditions

For Body Armor and Ballistic Resistant Products

**A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the State of Colorado (Lead State)**

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, CO 80203**

And

**GH Armor Systems Inc.
13386 International Parkway Unit 2
Jacksonville, FL 32218-2383**

Master Agreement Number: 198466

**RESOLUTION AMENDING THE BUDGET OF MONTGOMERY COUNTY TO
APPROPRIATE FUNDS TO ADD A SECURITY OFFICER TO THE COUNTY
CLERK'S OFFICE AT VETERAN'S PLAZA**

WHEREAS, Montgomery County Clerk's Office is a high traffic public service department and handles large volume of citizen and sensitive transactions; and

WHEREAS, Montgomery County Clerk's Office deems it necessary to mitigate the risks associated with this volume and to offset the risks to staff and County assets; and

WHEREAS, it has been determined a Security Officer position will benefit Montgomery County Clerk's Office by enhancing the overall safety and security posture for employees, elected officials, and the public; and

WHEREAS, Tennessee Code Annotated §5-9-407 provides a procedure for amending the budget, specifically providing that "the budget, including line items and major categories, may be amended by passage of an amendment by a majority of the members of the county legislative body;" and

WHEREAS, the amount needed to fund the Security Officer position until the end of the fiscal year is forty-four thousand one hundred eighty-eight dollars (\$44,188.00) and a transfer from the General Fund to the Risk Management Fund is necessary to cover this additional position.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 12th day of January 2026, that the Montgomery County Fiscal Year 2026 operating budget is hereby amended within the Risk Management Fund to fund the Security Officer position to include the operating transfer as follows:

Account Number	Description	Amount (6 Months)
266-51920-00000-54-51890	Other Salaries & Wages	\$21,987.00
266-51920-00000-51-52010	Social Security	\$1,364.00
266-51920-00000-51-52040	State Retirement	\$1,702.00
266-51920-00000-51-52060	Life Insurance	\$25.00
266-51920-00000-51-52070	Medical Insurance	\$9,614.00
266-51920-00000-51-52120	Employer Medicare	\$319.00
266-51920-00000-51-52170	Retirement-Hybrid Stabilization	\$277.00
266-51920-00000-51-54510	Uniforms	\$3,300.00
266-51920-00000-51-54990	Other Supplies	\$2,750.00
266-51920-00000-51-53560	Training	\$140.00
266-51920-00000-51-53330	Licenses	\$170.00
266-51920-00000-51-57990	Other Capital Outlay	<u>\$2,540.00</u>
		\$44,188.00
101-99100-00000-99-55900	Transfers to Other Funds	\$44,188.00
266-99100-00000-99-49800	Operating Transfers	\$44,188.00

Duly passed and approved this 12th day of January 2026.



Sponsor

Jennifer Hood

Jennifer Hood, Risk Manager

Commissioner

Rashidah Leverett

Rashidah Leverett

Approved

Wes Golden

Wes Golden, County Mayor

Attested

Teresa Cottrell

Teresa Cottrell, County Clerk

Montgomery County FY 2026 Personnel Request

<i>Position Title/Description</i>		#Pos	FTE	Pay Schedule/ Grade	Hourly Salary	Overtime Rate	FY 2026 Total YRLY
Title	Security Officer	1	1	70 / 1	\$21.1413	\$31.7120	\$ 43,974.00
Summary of Job Duties	Control access to buildings using badge and visitor management systems; conduct screening with X-ray and magnetometer equipment as required. Provide armed patrol of interior and exterior areas; detect, document, and mitigate safety or security hazards. Respond to alarms, emergencies, and calls for service with appropriate action including de-escalation, restraint, or lawful force. Maintain annual qualification with duty firearm (minimum 70% score) and certifications in OC spray, expandable baton, and CEW/Taser. Prepare accurate incident reports, daily activity logs, and preserve evidence in compliance with state standards. Operate CCTV, access-control, and intrusion detection systems; demonstrate proficiency with digital incident reporting software. Serve as a security ambassador by providing directions, customer service, and professional assistance to staff and the public. Cooperate with local, state, and federal law-enforcement agencies; testify in court when necessary. Participate in security drills, emergency evacuations, and fitness/skills training to maintain readiness. Perform other related security duties as assigned.						
Reason for Request	The County Clerk's Office is a high-traffic public service area that routinely handles large volumes of citizens and sensitive transactions, and frequently engages with customers who may already be frustrated due to licensing, title, and related regulatory issues, creating an elevated risk for confrontations, attempted theft of services, and the use of counterfeit currency. To mitigate these risks, support staff, and safeguard county assets, the County Clerk has formally requested the assignment of one armed county security officer to be posted at the County Clerk's Office Monday through Friday during regular office hours. This dedicated armed presence will provide an immediate response capability in the event of a disturbance or criminal activity, serve as a visible deterrent to disruptive or fraudulent behavior, and enhance the overall safety and security posture for employees, elected officials, and the public conducting business at this location.						
TOTAL PERSONNEL SERVICES							\$ 43,974.00
<i>Fringe Budget</i>		<i>Acct . ObjCode-Prgm</i>		<i>Description</i>		<i>Total</i>	
Social Security @ 6.20% of total personnel services		52010		Social Security		\$ 2,727.00	
TCRS Retirement @ 7.74% of personnel services		52040		State Retirement		\$ 3,404.00	
Life Insurance @ \$49.92/yr/emp per employee		52060		Life Insurance		\$ 50.00	
Health - Blue Cross Blue Shield of Tennessee		52070		Medical Insurance		\$ 19,227.00	
SS Medicare @ 1.45% of total personnel services		52120		Medicare		\$ 638.00	
TCRS Retirement @ 1.26% of personnel services (Stabilization Rate)		52170		Retirement (Hybrid)		\$ 555.00	
TOTAL FRINGE BENEFITS							\$ 26,601.00
TOTAL SALARY & BENEFITS							\$ 70,575.00
<i>Other Budget</i>		<i>Acct . ObjCode-Prgm</i>		<i>Description</i>		<i>Total</i>	
<i>Uniform</i>		266-51920-51-00000-54510		Uniforms		\$ 3,300.00	
<i>Other Supplies & Materials</i>		266-51920-51-00000-54990		Other Supplies		\$ 2,750.00	
<i>Training</i>		266-51920-51-00000-53560		Tuition		\$ 140.00	
State License Fee		266-51920-51-00000-53330		License		\$ 170.00	
TOTAL CONTRACTED SERVICES & SUPPLIES & MATERIALS							\$ 6,360.00
<i>Capital Outlay</i>		<i>Acct . ObjCode-Prgm</i>		<i>Description</i>		<i>Total</i>	
Axon Equipment		266-51920-51-00000-57990		Other Capital Outlay		\$ 2,540.00	
						\$ -	
						\$ -	
						\$ -	
TOTAL CAPITAL OUTLAY							\$ 2,540.00
TOTAL PERSONNEL, BENEFITS, AND EQUIPMENT							\$ 79,475.00

COUNTY COMMISSION MINUTES FOR

DECEMBER 8, 2025

SUBMITTED FOR APPROVAL JANUARY 12, 2026

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, December 8, 2025, at 6:00 P.M. Present and presiding, the Hon. Wes Golden, County Mayor (Chairman). Also present, Lee Harrell, Chief of Staff, Teresa Cottrell, County Clerk, John Fuson, Sheriff, Tim Harvey, County Attorney, Cassie Wheeler, Director of Accounts and Budgets, and the following Commissioners:

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

PRESENT: 20

ABSENT: Autumn Simmons

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

The floor was opened for the public comment period. The following speaker addressed the Commission:

- 1. Ascencion Lopez, Jr. – District 75 vacancy**

Presentations:

Historic Clarksville 1784 to 2024 – presented by Wallace Burchett

The following Zoning Resolutions were Adopted:

CZ-19-2025 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classifications of the Property of DRG Family Partnership

CZ-23-2025 Resolution of the Montgomery County Board of Commissioners Amending the Zone Classifications of the Property of Marvin Pitts

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

25-12-1 Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2025-2026 School Budget

25-12-2 Resolution to Accept and Appropriate Grant Funds from the Department of Finance and Administration and the Tennessee Office of Criminal Justice Programs

- Commission Minutes dated November 10, 2025
- County Clerk's Report
- Nominating Committee Nominations
- County Mayor Nominations and Appointments

The following Resolution was Adopted:

25-12-3 **Amended** Resolution of the County Commission of Montgomery County, Tennessee Approving the Issuance of Bonds by the Health and Educational Facilities Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, Proceeds of which in the Amount of \$650,000,000 will be Loaned to Vanderbilt University Medical Center and its Affiliates in Part to Finance Improvements to VUMC's Facilities Located in Montgomery County, Tennessee

Resolution 25-12-4 was pulled from the Agenda.

Election for Division V General Sessions/Juvenile Court Judge

The floor was opened for Commissioners to make Nominations.

The following candidates were Nominated by Commissioner Gannon:

1. Merriel Bullock Neal
2. Samuel Knolton

3. Erin Poland Nolder

The election process was conducted by County Clerk, Teresa Cottrell.

Erin Poland Nolder was Elected to fill the Division V General Sessions/Juvenile Court Judge Seat.

Election for Tennessee House District 75 Seat

The floor was opened for Commissioners to make Nominations.

The following candidates were Nominated by Commissioner Gannon:

1. Nathan Burkholder
2. Adolph Dagan
3. Kent Griffy
4. Michael Lankford
5. Kevin McPherson
6. Allie Phillips

The election process was conducted by County Clerk, Teresa Cottrell.

Michael Lankford was Elected to fill the vacancy of the Tennessee House District 75 Seat.

Reports Filed:

1. Building & Codes Reports
2. Trustee's Reports
3. CMCSS Quarterly Financial Report 9/2025
4. CMCSS Quarterly Construction Report 12/2025
5. Accounts & Budgets Reports

The Board was adjourned at 6:38 P.M.

Submitted by:



Teresa Cottrell
County Clerk



County Clerk's Report
January 12, 2026

Comes Teresa Cottrell, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of December 2025.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Sheriff's Deputies are approved as taken.

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

This the 12th day of January 2026.


County Clerk



OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Alexis Brown-Jackson	Deputy Sheriff	08/19/2025
Tristan Gillespie	Deputy Sheriff	08/19/2025
Ethan Johnson	Deputy Sheriff	08/19/2025
Wade Leavell	Deputy Sheriff	08/19/2025
Felix Lopez	Deputy Sheriff	08/19/2025
Alicia Reaves	Deputy Sheriff	08/19/2025
Jarrett Rucker	Deputy Sheriff	08/19/2025
Shawn Wright	Deputy Sheriff	08/19/2025
Tabitha Anderson	Deputy Sheriff	10/07/2025
Adriana Duran	Deputy Sheriff	10/07/2025
Antoine Hegwood	Deputy Sheriff	10/07/2025
Reginald Latham	Deputy Sheriff	10/07/2025
Todd Bell	Deputy Sheriff	12/02/2025
Dennard Seals-Holmes	Deputy Sheriff	12/02/2025
Joseph Harris	Deputy Sheriff	12/16/2025
Jordynn Horton	Deputy Sheriff	12/16/2025
Connor Lynn	Deputy Sheriff	12/16/2025
Vaschon McFarland	Deputy Sheriff	12/16/2025
Justin Stewart	Deputy Sheriff	12/16/2025

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

Notaries to be elected January 12, 2026

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. KENT D BOOKER	408 PETERSON LANE CLARKSVILLE TN 37040 931 572 6907	
2. AMBER MONIQUE BROWN	306 LONGSHADOW TRAIL CLARKSVILLE TN 37043 615-981-3976	102 WOODMONT BLVD STE 300 NASHVILLE TN 37205 6159938117
3. MATTHEW L BROWNING	1931 WHIRLAWAY CIR CLARKSVILLE TN 37042 731-414-5068	3041 SIDCO DR NASHVILLE TN 37204 615 313 0842
4. RACHEL LYNN COLLINS	3620 EARL RD CLARKSVILLE TN 37043 931 624 7792	
5. LORI CROSSLAND	2215 ELDOS TRACE CIRCLE UNIT 2 CLARKSVILLE TN 37042 818 903 6290	
6. MICHAEL WILLIAM DALE	2 TRAHERN TERRACE CLARKSVILLE TN 37040 931-561-7794	308 SOUTH 2ND ST CLARKSVILLE TN 37040 9315521480
7. YOSOYLA C DELIS	116 BLUEGRESS RD CLARKSVILLE TN 37042 931-378-1994	116 BLUEGRESS RD CLARKSVILLE TN 37042 9313781994
8. BRIANNA S ELLIOTT	212 BEECH ST CLARKSVILLE TN 37040 737.529.9326	
9. VILMA ESTRADA	335 GREENWOOD AVE APT 707 CLARKSVILLE TN 37040 712-269-2496	1960 MADISON ST SUITE J CLARKSVILLE TN 37043 9319051997
10. JUDY M FORD	764 CLOUD DRIVE CLARKSVILLE TN 37043 573-452-3524	
11. KRISTA MARIE GAMBLIN	2016 QUEENS BLUFF WAY CLARKSVILLE TN 37043 812-484-2870	711 PROVIDENCE BLVD CLARKSVILLE TN 37043 9316478077
12. DEBORA GLOVER	773 LEIGH ANN DR CLARKSVILLE TN 37042 931-216-5977	

MONTGOMERY COUNTY CLERK
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Notaries to be elected January 12, 2026

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. SARA N GOLDEN	405 IDLEWOOD DR CLARKSVILLE TN 37043 615-925-2415	664 SANGO ROAD CLARKSVILLE TN 37043 615-925-2415
14. AMANDA D GRAY	204 CULLOM WAY CLARKSVILLE TN 37043 931-249-8721	204 CULLOM WAY CLARKSVILLE TN 37043 9312498721
15. HELEN GROSS	842 BRICK CT ADAMS TN 37010 931 933 1367	5745 E MAIN ST ERIN TN 37061 931 272 0931
16. DEBRA A HOLCOMB	525 NEPTUNE DR APT 1702 CLARKSVILLE TN 37043 931.561.6796	523 MADISON ST STE A CLARKSVILLE TN 37040 931.905.3513
17. KAREN HOLDEN	818 PREWITT LN #B1 CLARKSVILLE TN 37040 615 579 8111	301 MAIN ST CLARKSVILLE TN 37040 931 647 3377
18. ALEXIS L HOUGH	125 CLEARVIEW DR CLARKSVILLE TN 37043 530-277-2674	2055 BEARDEN RD CLARKSVILLE TN 37043
19. BENTON READ JACKSON	5200 CASTLEBERRY HOLLOW RD CUMBERLAND FURNACE TN 37051 931-220-3063	3955 TN 13 CUNNINGHAM TN 37052 9312203063
20. AMANDA LYNN LANNOM	134 W WASHINGTON ST CLARKSVILLE TN 37040 931-801-3706	128 N 2ND ST SUITE 201 CLARKSVILLE TN 37040 931-293-6348
21. BRYCE W LAZENBY	1178 COTTONWOOD DR CLARKSVILLE TN 37040 931-266-9295	2224A MADISON ST CLARKSVILLE TN 37043 931.272.0931
22. MELINDA R LIBERATORE	5433 KEYSBURG RD ALLENSVILLE KY 42204 931-241-3514	240 KRAFT ST CLARKSVILLE TN 37040 931-647-1597
23. AUSTIN MATTHEW MACKEY	262 GRASSMIRE DR CLARKSVILLE TN 37042 561-713-9769	711 PROVIDENCE BLVD CLARKSVILLE TN 37042 9316478077
24. ALBERT P MARKS	1991 NORWOOD TRAIL CLARKSVILLE TN 37043 931 647 0490	233 A DUNBAR CAVE ROAD CLARKSVILLE TN 37043 931 552 6000

MONTGOMERY COUNTY CLERK
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Notaries to be elected January 12, 2026

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
25. ZONDRIA MARTIN	2934 DUNLOP LN APT 226 CLARKSVILLE TN 37043 662-897-8883	1556 HANKOOK RD CLARKSVILLE TN 37043 9319194885
26. MELANIE MAYES	2601 STONES MANOR WAY CLARKSVILLE TN 37043 205-612-2168	140 BNA PARK DRIVE, SUITE 520 NASHVILLE TN 37214 6152752378
27. RENNELLE MCDONALD	3657 S JOT DR CLARKSVILLE TN 37040 609.369.6073	
28. DONOVAN SCOTT MCMANUS JR	1361 DR MEADE LN CLARKSVILLE TN 37042 808-348-1800	
29. DEBORAH MARIE MEREDITH	3251 ASHLAND CITY RD CLARKSVILLE TN 37043 727 254 1904	7 CLYDE RD SOMERSET NJ 08873 727 254 1904
30. TAYLOR MOORE	957 GLENHURST WAY CLARKSVILLE TN 37040 931 241 7780	308 S 2ND ST CLARKSVILLE TN 37040 931.552.180
31. AMANDA NEIGHBORS	3304 HEATHERWOOD TRACE CLARKSVILLE TN 37040 615 415 0763	
32. KENNETH ALLEN NOWAK	2072 SANDERS RD CLARKSVILLE TN 37040 925-989-5028	2072 SANDERS RD CLARKSVILLE TN 37040 925-989-5028
33. MARQUITA OGLESBY	1157 GENTRY DR CLARKSVILLE TN 37043 615-999-1048	
34. MARSHA'IRENNAE ROBINSON	2190 MEMORIAL DR APT F114 CLARKSVILLE TN 37043 931 255 5569	
35. CINDY L. SMITH	415 COUNTRY CLUB COURT CLARKSVILLE TN 37043 931-920-8841	135 COMMERCE ST. CLARKSVILLE TN 37040 931-553-2003
36. HEATHER STOUT	1608 WALNUT GROVE RD CLARKSVILLE TN 37042 931 241 3328	931 266 7956
37. CHRISTOPHER THOMAS	1793 W ELMWOOD ROAD CLARKSVILLE TN 37040 931-624-4070	872 DICKERSON PIKE GOODLETTSVILLE TN 37072 9316244070

MONTGOMERY COUNTY CLERK
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Notaries to be elected January 12, 2026

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. ANGELA M TITUS	2212 FOX FIRE RD CLARKSVILLE TN 37043 931-249-4638	308 SOUTH SECOND ST CLARKSVILLE TN 37040 931 572 0700
39. PATRICK WILKINSON	146 PARKLAND CIR CLARKSVILLE TN 37043 931 249 1106	400 FRANKLIN ST CLARKSVILLE TN 37040 931 648 7159
40. DANASIA WILLIS	3652 KENDRA CT S CLARKSVILLE TN 37040 313-550-1364	1 TERMINAL DR NASHVILLE TN 37201
41. JORDAN L WYATT	320 KIZER RIDGE ERIN TN 37061 931 472 4540	331 UNION DR STE B CLARKSVILLE TN 37040 931 645 5544

NOMINATING COMMITTEE

January 12, 2026

AGRICULTURAL EXTENSION COMMITTEE.

Commissioner Nathan Burkholder nominated to replace Commissioner David Harper for a two-year term with term to expire January 2028.

Amy Barrett nominated to serve an additional two-year term with term to expire January 2028.

Commissioner Ryan Gallant nominated to replace Commissioner Rickey Ray for a two-year term with term to expire January 2028.

Cody Greene nominated to replace Leonard Adkins for a two-year term with term to expire January 2028.

HIGHWAY COMMISSION.

Betty Barnett nominated to fill the unexpired term of Orville Lewis with term to expire September 2028.

JAIL AND JUVENILE DETENTION COMMITTEE

Commissioner Jeremiah Walker nominated to replace Commissioner Carmelle Chandler for a two-year term to expire January 2028.

Commissioner LaTonia Brown nominated to replace Commissioner Rasnic for a two-year term to expire January 2028.

MUSEUM BOARD

Samuel Jones nominated to fill the unexpired term of Larry Richardson with term to expire January 2027.

Commissioner Carmelle Chandler nominated to replace Commissioner Joe Creek for a three-year term with term to expire January 2029.

NOMINATING COMMITTEE

Commissioner Rickey Ray nominated to replace Commissioner Rashidah Leverett (#2 – Serving Commission Districts 4, 5, 20, & 21) for a two-year term to expire January 2028.

Commissioner Joshua Beal nominated to replace Commissioner Ryan Gallant (#4 – Serving Commission Districts 2, 14, 17, & 18) for a two-year term to expire January 2028.

SCHOOL LIAISON COMMITTEE

Commissioner John Gannon nominated to replace Commissioner David Harper (#1 – Serving Commission Districts 1, 3, 15, & 19) for a two-year term to expire January 2028.

Commissioner David Shelton nominated to replace Commissioner Autumn Simmons (#2 – Serving Commission Districts 4, 5, 20, & 21) for a two-year term to expire January 2028.

Commissioner Lisa Prichard nominated to replace Commissioner Nathan Burkholder (#3 – Serving Commission Districts 6, 7, 13, & 16) for a two-year term to expire January 2028.

Commissioner Joshua Beal nominated to replace Commissioner Chris Rasnic (#4 – Serving Commission Districts 2, 14, 17, & 18) for a two-year term to expire January 2028.

COUNTY MAYOR APPOINTMENTS

January 12, 2026

BUDGET COMMITTEE

Commission Rickey Ray appointed to replace Commissioner Joshua Beal for a one-year term with term to expire January 2027.

Commission John Gannon appointed to replace Commissioner Michael Lankford for a one-year term with term to expire January 2027.

Commission Rashidah Leverett re-appointed to serve an additional one-year term with term to expire January 2027.

LOSS CONTROL COMMITTEE

Commission Rickey Ray appointed to replace Commissioner Joshua Beal for a one-year term with term to expire January 2027.

Commission John Gannon appointed to replace Commissioner Michael Lankford for a one-year term with term to expire January 2027.

Commission Rashidah Leverett re-appointed to serve an additional one-year term with term to expire January 2027.

CONVENTION AND VISITORS BUREAU

Patrick Zazzaro is appointed to fulfill the unexpired term of Kylie Wilkerson with term to expire June 2027

STORM WATER BOARD OF APPEALS

Cindy Greene (Lay Member) is appointed to serve an additional two-year term with term to expire January 2028.

Shannon Heim (Lay Member) is appointed to serve an additional two-year term with term to expire January 2028.

Ed Neely (Alternate) is appointed to serve an additional two-year term with term to expire January 2028.

911 EMERGENCY COMMUNICATION DISTRICT BOARD

Elisabeth Henley is appointed to serve an additional four-year term with term to expire January 2030.

Jonathan Hunter is appointed to serve an additional four-year term with term to expire January 2030.

COUNTY MAYOR NOMINATIONS

January 12, 2026

ANIMAL CARE AND CONTROL COMMITTEE

Commissioner Joshua Beal is nominated to replace Commissioner John Gannon nominated to serve a two-year term with term to expire January 2028.

Sheriff's Office Representative is nominated to serve an additional two-year term with term to expire January 2028.

Jennifer Ware (At-Large Member) is nominated to serve an additional two-year term with term to expire January 2028.

Dr. Jillian Edwards is nominated to replace Dr. Jennifer Whitbeck (Veterinarian) and serve a two-year term with term to expire January 2028.

JUDICIAL COMMISSIONERS

Dennis Honholt is nominated to fill the unexpired term of Rebecca Becker (full-time) with term to expire July 2026.

Jana Yarbrough is nominated to replace Lisa Roach (part-time) for a one-year term with term to expire January 2027.

PURCHASING COMMITTEE

Commissioner Jorge Padro is nominated to replace Commissioner Carmelle Chandler and to serve a one-year term with term to expire January 2027.

Commissioner Autumn Simmons is nominated to replace Commissioner Rickey Ray and to serve a one-year term with term to expire January 2027.

Commissioner David Shelton is nominated to replace Commissioner Joe Creek and to serve a one-year term with term to expire January 2027.

Commissioner LaTonia Brown is nominated to replace Commissioner Jason Knight and to serve a one-year term with term to expire January 2027.

On Motion to Adopt by Commissioner Gallant, seconded by Commissioner Walker, the

foregoing Consent Agenda Items were Adopted and Approved by the following roll call vote:

District	Commissioner	Vote	District	Commissioner	Vote	District	Commissioner	Vote
1	John Gannon	Y	8	LaTonia Brown	Y	15	David Harper	Y
2	Jason Knight	Y	9	Jorge Padro	Y	16	Lisa Prichard	Y
3	Joe Smith	Y	10	Jeremiah Walker	Y	17	Chris Rasnic	Y
4	Rickey Ray	Y	11	Joe Creek	Y	18	Ryan Gallant	Y
5	Rashidah Leverett	Y	12	Carmelle Chandler	Y	19	Billy Frye	Y
6	VACANT	---	13	Walker Woodruff	Y	20	Autumn Simmons	Y
7	Nathan Burkholder	Y	14	Joshua Beal	Y	21	David Shelton	Y

Yeses – 20 Noes – 0 Abstentions – 0

ABSENT: None

Election for District 6 County Commissioner

The floor was opened for Commissioners to make Nominations.

The following candidates were Nominated by Commissioner Beal:

1. Chris Lancia
2. Clayton Rudder
3. Randy Allbert

The election process was conducted by County Clerk, Teresa Cottrell.

Vote # 1

DISTRICT 6 COUNTY COMMISSION SEAT			1	2	3	4	5	6		
District	Commissioner	Present	Albert, Randy	Lancia, Chris	Rudder, Clayton	Write-In	Write-In	Write-In	Vote Registered	Pass/Fail
1	John Gannon	P	x						Registered	
2	Jason Knight	P			x				Registered	
3	Joe Smith	P		x					Registered	
4	Rickey Ray	P	x						Registered	
5	Rashidah Leverett	P			x				Registered	
6	VACANT								Absent	
7	Nathan Burkholder	P		x					Registered	
8	LaTonia Brown	P			x				Registered	
9	Jorge Padro	P			x				Registered	
10	Jeremiah Walker	P			x				Registered	
11	Joe Creek	P			x				Registered	
12	Carmelle Chandler	P			x				Registered	
13	Walker Woodruff	P			x				Registered	
14	Joshua Beal	P		x					Registered	
15	David Harper	P		x					Registered	
16	Lisa Prichard	P			x				Registered	
17	Chris Rasnic	P			x				Registered	
18	Ryan Gallant	P		x					Registered	
19	Billy Frye	P		x					Registered	
20	Autumn Simmons	P		x					Registered	
21	David Shelton	P		x					Registered	
	Totals:	20							20	

Vote # 2

DISTRICT 6 COUNTY COMMISSION SEAT			1	2	3	4	5	6		
District	Commissioner	Present	Albert, Randy	Lancia, Chris	Rudder, Clayton	Write-In	Write-In	Write-In	Vote Registered	Pass/Fail
1	John Gannon	P		x					Registered	
2	Jason Knight	P			x				Registered	
3	Joe Smith	P			x				Registered	
4	Rickey Ray	P	x						Registered	
5	Rashidah Leverett	P			x				Registered	
6	VACANT								Absent	
7	Nathan Burkholder	P		x					Registered	
8	LaTonia Brown	P			x				Registered	
9	Jorge Padro	P			x				Registered	
10	Jeremiah Walker	P			x				Registered	
11	Joe Creek	P			x				Registered	
12	Carmelle Chandler	P			x				Registered	
13	Walker Woodruff	P			x				Registered	
14	Joshua Beal	P		x					Registered	
15	David Harper	P		x					Registered	
16	Lisa Prichard	P			x				Registered	
17	Chris Rasnic	P			x				Registered	
18	Ryan Gallant	P		x					Registered	
19	Billy Frye	P		x					Registered	
20	Autumn Simmons	P		x					Registered	
21	David Shelton	P			x				Registered	
	Totals:	20			12				20	Pass

Clayton Rudder was Elected to fill the vacancy of District 6 County Commissioner.



**MONTGOMERY
COUNTY**
TENNESSEE

Montgomery County Government

Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Wes Golden, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: January 5, 2026
SUBJ: December 2025 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in December 2025 is as follows: City 73 and County 29 for a total of 102.

There were 65 receipts issued on single-family dwellings, 5 receipt issued on multi-family dwellings with a total of 23 units, 6 receipts issued on condominiums with a total of 6 units, 0 receipts issued on townhouses. There were 2 exemption receipts issued.

The total taxes received for December 2025 was \$53,000.00
The total refunds issued for December 2025 was \$0.00
Total Adequate Facilities Tax Revenue for December 2025 was \$53,000.00

FISCAL YEAR 2025/2026 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City: 683
	County: 254
	Total: 937
TOTAL REFUNDS:	\$4,000.00
TOTAL TAXES RECEIVED:	\$492,000.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	36	36
SINGLE-FAMILY DWELLINGS:	427	174	601
MULTI-FAMILY DWELLINGS (35 Receipts):	189	36	225
CONDOMINIUMS: (13 Receipts)	13	0	13
TOWNHOUSES:	48	0	48
EXEMPTIONS: (14 Receipts)	6	8	14
REFUNDS ISSUED: (1 Receipt)	(1)	(0)	(1)

RS/bf

cc: Wes Golden, County Mayor
Cassie Wheeler, Accounts and Budgets
Teresa Cottrell, County Clerk



Montgomery County Government

Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Wes Golden, County Mayor
FROM: Rod Streater, Building Commissioner *RS*
DATE: January 5, 2026
SUBJ: December 2025 PERMIT REVENUE REPORT

The number of permits issued in December 2025 is as follows: Building Permits 52, Grading Permits 0, Mechanical Permits 47, and Plumbing Permits 25 for a total of 124 permits.

The total cost of construction was \$9,678,481.00. The revenue is as follows: Building Permits \$32,951.54, Grading Permits \$0.00, Plumbing Permits \$2,500.00, Mechanical Permits: \$9,722.00 Plans Review \$4,044.50, BZA \$250.00, Re-Inspections \$450.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fines \$0.00 the total revenue received in December 2025 was \$68,493.54.

FISCAL YEAR 2025/2026 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	181
COST OF CONSTRUCTION:	\$172,427,370.00
NUMBER OF BUILDING PERMITS:	538
NUMBER OF PLUMBING PERMITS:	168
NUMBER OF MECHANICAL PERMITS:	308
NUMBER OF GRADING PERMITS:	6
BUILDING PERMITS REVENUE:	\$464,900.50
PLUMBING PERMIT REVENUE:	\$19,200.00
MECHANICAL PERMIT REVENUE:	\$35,902.00
GRADING PERMIT REVENUE:	\$10,440.50
RENEWAL FEES:	\$1,129.55
PLANS REVIEW FEES:	\$163,812.89
BZA FEES:	\$1,750.00
RE-INSPECTION FEES:	\$3,357.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$25.00
MISCELLANEOUS FINES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$729,387.89

RS/bf

cc: Wes Golden, County Mayor
Cassie Wheeler, Accounts and Budgets
Teresa Cottrell, County Clerk

Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

	City of Clarksville	School Operations	School Debt Service	Total Monthly Sales Tax
FY 2007-2008 Totals	\$ 11,068,305.39	\$ 31,260,284.87	\$ 2,902,417.86	\$ 45,231,008.12
FY 2008-2009 Totals	\$ 11,282,434.89	\$ 31,923,859.91	\$ 2,964,819.92	\$ 46,171,114.72
FY 2009-2010 Totals	\$ 11,762,260.45	\$ 33,293,704.75	\$ 3,092,203.01	\$ 48,148,168.21
FY 2010-2011 Totals	\$ 12,160,832.28	\$ 34,564,521.72	\$ 3,212,146.92	\$ 49,937,500.92
FY 2011-2012 Totals	\$ 14,489,406.12	\$ 40,622,715.82	\$ 3,767,656.08	\$ 58,879,778.02
FY 2012-2013 Totals	\$ 13,594,753.04	\$ 38,301,020.55	\$ 3,554,853.25	\$ 55,450,626.84
FY 2013-2014 Totals	\$ 13,814,065.84	\$ 38,862,274.65	\$ 3,606,181.55	\$ 56,282,522.04
FY 2014-2015 Totals	\$ 14,467,222.96	\$ 41,136,304.15	\$ 3,823,093.99	\$ 59,426,621.10
FY 2015-2016 Totals	\$ 16,056,308.82	\$ 46,365,733.92	\$ 155,485.95	\$ 62,577,528.69
FY 2016-2017 Totals	\$ 16,672,053.56	\$ 48,246,975.49	\$ 166,878.05	\$ 65,085,907.10
FY 2017-2018 Totals	\$ 17,637,260.05	\$ 52,034,593.37	\$ 228,877.29	\$ 69,900,730.71
FY 2018-2019 Totals	\$ 19,073,787.26	\$ 59,323,678.41	\$ 408,095.19	\$ 78,805,560.86
FY 2019-2020 Totals	\$ 20,425,080.37	\$ 62,183,181.72	\$ 366,306.13	\$ 82,974,568.22
FY 2020-2021 Totals	\$ 23,436,271.61	\$ 70,146,468.64	\$ 366,580.31	\$ 93,949,320.56
FY 2021-2022 Totals	\$ 26,620,794.06	\$ 80,567,738.67	\$ 673,217.93	\$ 107,861,750.66
FY 2022-2023 Totals	\$ 27,826,067.56	\$ 84,863,158.25	\$ 712,368.17	\$ 113,401,593.98
FY 2023-2024 Totals	\$ 29,408,355.83	\$ 90,206,380.17	\$ 800,472.56	\$ 120,415,208.56
FY 2024-2025 Totals	\$ 30,421,953.31	\$ 94,732,543.38	\$ 927,591.45	\$ 126,082,088.14

FY 2025-26 by Month	City of Clarksville	School Operations	School Debt Service	Total Monthly Sales Tax
July	\$ 2,590,921.00	\$ 8,161,147.62	\$ 68,683.86	\$ 10,820,752.48
August	\$ 2,578,554.37	\$ 8,187,534.53	\$ 78,689.02	\$ 10,844,777.92
September	\$ 2,505,508.58	\$ 7,881,664.01	\$ 68,944.20	\$ 10,456,116.79
October	\$ 2,565,679.64	\$ 8,113,760.51	\$ 75,446.33	\$ 10,754,886.48
November				\$ -
December				\$ -
January				\$ -
February				\$ -
March				\$ -
April				\$ -
May				\$ -
June				\$ -
TOTALS	\$ 10,240,663.59	\$ 32,344,106.67	\$ 291,763.41	\$ 42,876,533.67

CLARKSVILLE-MONTGOMERY COUNTY										
SALES TAX COLLECTIONS COMPARISON REPORT										
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
July	\$ 3,651,625.57	\$ 3,807,908.75	\$ 3,644,322.43	\$ 3,973,449.15	\$ 4,368,524.95	\$ 4,969,328.66	\$ 4,610,593.54	\$ 4,852,678.91	\$ 5,169,417.10	\$ 5,108,887.39
August	\$ 4,048,062.83	\$ 3,969,101.90	\$ 4,155,944.24	\$ 4,485,348.58	\$ 4,365,279.31	\$ 4,770,982.11	\$ 4,742,043.02	\$ 5,021,678.21	\$ 5,207,421.78	\$ 5,488,585.29
September	\$ 3,697,338.74	\$ 3,591,425.40	\$ 3,765,577.37	\$ 4,044,918.09	\$ 4,687,426.40	\$ 4,455,831.11	\$ 4,419,749.47	\$ 4,702,811.95	\$ 5,160,576.80	\$ 5,168,524.78
October (August Coll.)	\$ 3,813,108.63	\$ 3,666,073.38	\$ 3,836,157.44	\$ 3,971,898.55	\$ 5,337,736.53	\$ 4,615,095.98	\$ 4,466,644.01	\$ 4,728,833.37	\$ 4,864,832.83	\$ 5,153,508.18
November	\$ 3,900,630.43	\$ 3,614,756.11	\$ 3,824,985.82	\$ 3,943,598.18	\$ 5,120,107.11	\$ 4,634,486.72	\$ 4,613,925.43	\$ 4,903,526.36	\$ 5,121,809.98	\$ 5,382,914.73
December	\$ 3,476,063.68	\$ 3,479,758.37	\$ 3,746,233.68	\$ 3,865,625.08	\$ 4,668,853.03	\$ 4,330,938.36	\$ 4,538,509.17	\$ 4,800,598.96	\$ 4,805,275.18	\$ 5,035,853.77
January	\$ 3,782,928.31	\$ 3,911,901.46	\$ 3,916,328.61	\$ 3,978,924.85	\$ 4,936,179.84	\$ 4,575,580.88	\$ 4,681,693.42	\$ 5,011,973.14	\$ 5,151,710.36	\$ 5,319,404.23
February	\$ 4,782,942.64	\$ 4,884,794.05	\$ 5,220,113.70	\$ 5,316,606.81	\$ 6,261,020.97	\$ 5,624,805.40	\$ 5,928,617.84	\$ 6,595,642.59	\$ 6,735,732.88	\$ 7,131,134.54
March	\$ 3,158,680.40	\$ 3,529,385.22	\$ 3,579,055.71	\$ 3,519,094.43	\$ 4,247,079.33	\$ 3,885,858.93	\$ 4,043,956.23	\$ 4,367,324.16	\$ 4,503,712.84	\$ 4,734,698.38
April	\$ 3,351,393.11	\$ 3,738,282.75	\$ 3,801,787.78	\$ 3,844,755.92	\$ 4,803,176.86	\$ 4,286,898.78	\$ 4,580,279.94	\$ 4,341,404.11	\$ 4,911,276.37	\$ 4,594,902.21
May	\$ 3,814,407.26	\$ 4,044,427.55	\$ 4,305,544.93	\$ 4,527,749.91	\$ 5,310,119.72	\$ 4,751,487.50	\$ 4,933,619.42	\$ 5,157,153.72	\$ 5,522,250.32	\$ 5,755,448.68
June	\$ 3,543,826.22	\$ 3,833,299.78	\$ 4,050,116.50	\$ 4,365,430.36	\$ 4,774,273.97	\$ 4,546,342.21	\$ 4,722,890.55	\$ 4,942,895.62	\$ 5,182,876.37	\$ 5,536,547.51
TOTAL	\$ 45,231,008.12	\$ 46,171,114.72	\$ 48,148,168.21	\$ 49,937,500.92	\$ 58,879,778.02	\$ 55,450,626.84	\$ 56,282,522.04	\$ 59,425,621.10	\$ 62,355,894.89	\$ 64,410,409.69
Increase/Decrease	(\$525,338.19)	\$940,106.60	\$ 1,977,053.49	\$ 1,789,332.71	\$ 8,942,277.10	(\$3,429,151.16)	\$ 831,895.20	\$ 3,144,099.06	\$ 2,929,273.79	\$ 2,054,614.80
MONTH	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
July	\$ 5,593,532.25	\$ 6,102,326.70	\$ 6,002,369.20	\$ 7,463,613.69	\$ 8,433,496.17	\$ 9,802,378.64	\$ 9,779,447.70	\$ 10,312,318.25	\$ 10,800,864.35	
August	\$ 5,679,437.81	\$ 6,273,117.82	\$ 6,720,676.29	\$ 7,511,004.74	\$ 8,363,509.31	\$ 9,797,993.70	\$ 9,850,798.62	\$ 10,352,608.71	\$ 10,879,721.60	
September	\$ 5,386,830.74	\$ 5,896,213.41	\$ 6,460,370.74	\$ 7,120,547.59	\$ 7,883,492.57	\$ 9,349,554.19	\$ 9,560,633.39	\$ 10,301,882.38	\$ 10,820,752.48	
October	\$ 5,308,674.32	\$ 6,354,157.14	\$ 6,395,967.83	\$ 6,794,012.89	\$ 8,108,436.77	\$ 8,858,683.04	\$ 8,851,824.79	\$ 10,535,686.85	\$ 10,844,777.92	
November	\$ 5,730,063.05	\$ 6,164,829.97	\$ 6,395,604.71	\$ 7,168,367.05	\$ 8,365,163.70	\$ 9,188,246.15	\$ 9,053,081.77	\$ 10,213,866.28	\$ 10,456,116.78	
December	\$ 5,408,782.14	\$ 6,530,750.49	\$ 6,384,366.08	\$ 7,393,332.27	\$ 8,570,042.79	\$ 9,381,236.53	\$ 9,628,951.27	\$ 10,394,827.20	\$ 10,754,886.48	
January	\$ 5,735,987.66	\$ 6,387,448.34	\$ 6,800,428.76	\$ 7,637,987.96	\$ 9,258,650.78	\$ 9,431,133.77	\$ 9,818,552.06	\$ 10,380,529.50		
February	\$ 7,519,440.21	\$ 9,137,199.69	\$ 10,549,656.28	\$ 9,869,277.73	\$ 10,701,832.45	\$ 11,039,839.28	\$ 13,524,268.29	\$ 12,307,267.78		
March	\$ 4,943,127.78	\$ 5,562,368.10	\$ 5,800,973.91	\$ 7,461,758.93	\$ 7,918,282.14	\$ 8,535,259.38	\$ 9,266,496.26	\$ 9,367,333.34		
April	\$ 5,260,194.37	\$ 5,605,081.09	\$ 6,028,266.10	\$ 6,002,081.34	\$ 8,117,715.66	\$ 8,480,877.06	\$ 9,444,604.84	\$ 9,262,465.43		
May	\$ 6,263,155.39	\$ 6,846,982.72	\$ 6,690,623.37	\$ 9,175,685.56	\$ 9,750,110.66	\$ 9,805,054.55	\$ 10,442,871.95	\$ 10,956,989.00		
June	\$ 5,969,030.53	\$ 6,697,484.42	\$ 6,493,692.03	\$ 8,629,283.78	\$ 9,586,650.79	\$ 9,701,363.71	\$ 10,158,998.88	\$ 10,680,854.45		
Total	\$ 68,798,268.25	\$ 77,857,959.89	\$ 81,822,895.28	\$ 92,126,933.51	\$ 105,059,383.60	\$ 113,371,720.00	\$ 119,380,527.92	\$ 125,068,429.15	\$ 64,557,119.62	
Increase/(Decrease)	\$ 4,387,846.56	\$ 8,759,703.64	\$ 4,065,035.39	\$ 10,503,938.23	\$ 12,931,450.29	\$ 8,313,336.20	\$ 6,008,607.92	\$ 5,685,901.23		
Kimberly B. Wiggins, Montgomery County Trustee, December 29, 2025						Events that mark Notable Change in Clarksville/Montgomery County Sales Tax Revenue				
						FISCAL YEAR EVENT				
Dec. 2007-The Worst Recession since the Great Depression began						2007-2008 Presidential Election/Housing Crisis/Banking/Stock Market/Interest Rates Decline/The Big Unwind				
June 2009-"Official" Ending of the Worst Recession since the Great Depression, per the Federal Government Officials						2007-2008 Operation Enduring Freedom				
October 2010-"This is the Slowest and Feeblest Recovery in the U.S.A.'s History,"-Steve Forbes						9/2008 \$200 Bil. Federal Bailout of Fannie & Freddie, Lehman Chap.11, Merrill bought by BofA, AIG loaned \$85bil. By Fed. Reserve				
First Quarter, 2011-4/4/11 WSJ called the US Economy "The Incredible Shrinking Recovery"-The US Economy appears to have grown by little more than 1.5% in the 1st Qtr., well below the 4% annualized most expected back in January.										
It is no coincidence that bank earnings have been retreating as well. Inflation/Stagflation, in the 3 months ending Feb., 2011, was running at an annualized rate of 5.6% and does not come close to compensating investors with their current low interest rate of .00%-25%.										
WSJ-"Great Symbolic Blow" 8/5/11-America Gets Downgraded from AAA+ to AA+ by Standard & Poor-now 18 countries in the world have a better credit rating than the U.S.A.										
Jan. 2013-THE NEW YORK TIMES Matthew Bishop "The latest green shoots of recovery in the United States already show signs of turning brown." Paul Krugman "Without a radical change in economic policy in both the United States and Europe, the likeliest outcome is a prolonged depression, perhaps not as "great" as in the 1930's but with clear similarities, above all in the immense human cost of needlessly high unemployment."										
Jan. 14, 2013 Hemlock Semiconductor LLC delays the start up of the Clarksville facility.						For Calendar Year 2013-Economists are predicting a 1.4% GDP				
October 14, 2013, Hankook Tire coming to Clarksville with 1,800 direct jobs and build an \$800million manufacturing facility in Clarksville/Montgomery County										
December 16, 2014-Fort Campbell uncertainty and Hemlock to close permanently. Leaf Chronicle						WSJ 3/21/2018 Fed See Growth Ahead in Economythe Fed Funds Rate was raised from 1.60%-1.75% and the Fed's penciled in 2 more rate increases this year.				
						WSJ 8/21/2018 Fed Funds Rate 1.75%-2.00% APY				

Montgomery County, Tennessee
Office of Trustee
Monthly Financial Report
For the Month Ending 11/30/2025

ASSET		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
999-11120	CASH ON HAND	2,000.00	33,157,409.10	33,157,409.10	2,000.00
999-11130-003	F & M BANK-TAX PAYMENTS	10,105,742.45	581,293.32	139,493.00	10,547,542.77
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	1,776,113.27	60,438.63	27,611.00	1,808,940.90
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	1,844,997.13	172,703.35	83,047.36	1,934,653.12
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	2,782,087.90	72,646.64	28,938.98	2,825,795.56
999-11130-025	LEGENDS BANK - BI-COUNTY FEES	10,000.00	390,102.33	390,102.33	10,000.00
999-11130-026	PLANTERS BANK -209	413,470.63	7,975.82	1,022.85	420,423.60
999-11130-027	REGIONS - OPERATING	57,565,332.57	135,567,871.46	145,081,882.45	48,051,321.58
999-11130-029	REGIONS - SCHOOL CLEARING	0.00	14,280,493.51	14,280,493.51	0.00
999-11130-030	CMCSS CREDIT CARD ACCT	1,288,047.96	5,108.50	507.24	1,292,649.22
999-11130-031	REGIONS - MCG CLEARING (NEW)	0.00	17,136,488.08	17,136,488.08	0.00
999-11130-032	F & M DISBURSEMENTS	53,589.54	10,005,294.72	10,003,637.32	55,246.94
999-11130-033	LEGENDS BANK - BI-COUNTY TIPPING FEES	10,034.40	127,569.16	127,572.48	10,031.08
999-11300-004	LEGENDS BANK - 207	7,676,444.38	536,775.17	0.00	8,213,219.55
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	57,246.48	199.34	0.00	57,445.82
999-11300-035	REGIONS - E911	525,280.15	1,814.78	0.00	527,094.93
999-11300-040	BAIRD	0.00	0.00	0.00	0.00
999-11300-041	R JAMES - 2016A G.O. PUBLIC IMP	10,256,655.55	0.56	0.00	10,256,656.11
999-11300-042	SHERIFF FEDERAL TREASURY	4,240.33	14.65	0.00	4,254.98
999-11300-043	SHERIFF FEDERAL JUSTICE	226,664.99	783.10	0.00	227,448.09
999-11300-049	F & M - TAX DEPOSITS	7,361,859.40	10,998,489.07	10,659,808.24	7,700,540.23
999-11300-053	REGIONS - AMERICAN RESCUE PLAN ACT	19,362,373.12	66,894.51	0.00	19,429,267.63
999-11300-054	MULTI-BANK SECURITIES	118,412,673.03	396,722.32	0.00	118,809,395.35
999-11300-055	SERIES 2022A CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-057	F & M ICS	8,839,078.23	25,280.40	0.00	8,864,358.63
999-11300-058	REGIONS - ACH ACCOUNT	0.00	0.00	0.00	0.00
999-11300-059	SERIES 2023A CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-060	SERIES 2023B CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-061	REGIONS - OPIOID ABATEMENT SETTLEMENT FUND	2,256,013.41	7,794.24	0.00	2,263,807.65
999-11300-062	US BANK - MORETON CAPITAL MARKETS	44,609,300.56	6,230,572.06	0.00	50,839,872.62
999-11300-063	TOWER COMMUNITY BANK	5,271,829.54	56,606.45	0.00	5,328,435.99
999-11300-064	SERIES 2022B - CONSTRUCTION BONDS	0.00	0.00	0.00	0.00
999-11300-065	REGIONS - BI-COUNTY LANDFILL	9,314,876.49	32,181.70	0.00	9,347,058.19
999-11300-066	F & M - ICS NEW 2025	20,345,669.97	77,903.06	0.00	20,423,573.03
999-11410	STATE OF TN TAX RELIEF CURR YR	127,203.00	218,932.00	262,558.00	83,577.00
999-11515	COUNTY TAX RELIEF	0.00	40,413.00	40,413.00	0.00
		330,498,824.48	230,256,771.03	231,420,984.94	329,334,610.57

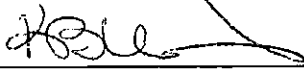
LIABILITY		Beginning	Debits	Credits	Ending
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63	0.00	0.00	25,830.63
999-20120	EXCESS LAND SALE PAYMENTS 2012	4,739.39	0.00	0.00	4,739.39
999-20130	EXCESS LAND SALE PAYMENTS 2013	53,146.79	0.00	0.00	53,146.79
999-20140	EXCESS LAND SALE PAYMENTS 2014	46,401.47	0.00	0.00	46,401.47
999-21900	TELLER OVER/SHORT	0.00	1.20	1.20	0.00
999-22200	OVERPAYMENTS	17,397.65	1,210.32	7,888.70	24,076.03
999-22200-001	PAYMENT OVERAGES	33.37	0.00	18.20	51.57
999-27700	TRUSTEE'S HOLDING ACCOUNT	0.00	10,000,000.00	10,000,000.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	3,966.00	3,966.00	0.00
999-28311	UNDISTRIBUTED TAXES PAID IN ADVANCE	4,271.00	2,643.00	0.00	1,628.00
999-29900	FEE/COMMISSION ACCOUNT	260,340.98	260,251.78	382,700.38	382,789.58
101	COUNTY GENERAL FUND	38,939,397.29	11,467,424.55	9,385,581.41	36,857,554.15
122	DRUG CONTROL FUND	72,964.34	10,819.57	2,025.73	64,170.50
127	AMERICAN RECOVERY ACT	18,884,713.28	1,745,225.00	83,052.95	17,222,541.23
131	GENERAL ROAD FUND	3,997,226.80	1,724,401.37	1,543,781.27	3,816,606.70
141	GENERAL PURPOSE SCHOOL FUND	106,946,872.04	34,638,762.71	40,221,597.00	112,529,706.33
142	SCHOOL FEDERAL PROJECTS FUND	8,084,538.36	2,374,569.62	2,361,339.67	8,071,308.41
143	CHILD NUTRITION FUND	8,118,907.33	2,011,029.98	4,776,509.08	10,884,386.43
144	SCHOOL SYSTEM TRANS FUND	9,639,138.52	1,992,643.62	2,684,738.92	10,331,233.82
146	EXTENDED SCHOOL PROGRAM FUND	3,944,743.68	0.00	0.00	3,944,743.68
151	DEBT SERVICE FUND	37,500,135.56	5,426,958.06	2,685,445.85	34,758,623.35
171	CAPITAL PROJECTS FUND	41,563,447.40	11,652,880.69	1,748,498.57	31,659,065.28
177	EDU CAPITAL PROJECTS FUND	4,319,403.51	2,011,200.69	8,855,500.00	11,163,702.82
207	BI-COUNTY LANDFILL	19,081,940.17	1,332,897.00	1,540,867.56	19,289,910.73
208	EMERGENCY COMMUNICATIONS DISTRICT	6,682,876.98	294,531.72	272,279.85	6,660,625.11
209	LIBRARY FUND	2,035,462.51	319,483.99	9,761.47	1,725,739.99
263	SELF INSURANCE TRUST FUND	17,935,313.77	8,706,207.09	8,355,139.80	17,584,246.48
266	WORKERS' COMPENSATION	977,315.90	99,137.32	7,170.11	885,348.69
267	UNEMPLOYMENT COMPENSATION	37,846.61	5,922.38	5,922.38	37,846.61
351	CITY OF CLARKSVILLE - SALES TAX	0.00	2,505,508.58	2,505,508.58	0.00
362	MGC RAIL AUTHORITY	230,950.39	20,171.34	1,773.24	212,552.29
363	JUDICIAL DISTRICT DRUG FUND	1,021,799.84	5,736.91	10,932.07	1,026,995.00
364	DISTRICT ATTORNEY FUND	21,668.92	4,221.60	1,592.19	19,039.51
365	PORT AUTHORITY	50,000.00	0.00	0.00	50,000.00
		330,498,824.48	98,617,806.09	97,453,592.18	329,334,610.57

Montgomery County, Tennessee
Office of Trustee
Monthly Financial Report
For the Month Ending 12/31/2025

ASSET		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
999-11120	CASH ON HAND	2,000.00	30,403,345.34	30,403,345.34	2,000.00
999-11130-003	F & M BANK-TAX PAYMENTS	10,547,542.77	823,964.01	234,775.00	11,136,731.78
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	1,808,940.90	159,133.37	77,321.00	1,890,753.27
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	1,934,653.12	121,853.24	57,986.00	1,998,520.36
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	2,825,795.56	111,339.40	50,498.91	2,886,636.05
999-11130-025	LEGENDS BANK - BI-COUNTY FEES	10,000.00	132,876.38	132,876.38	10,000.00
999-11130-026	PLANTERS BANK -209	420,423.60	8,529.65	924.57	428,028.68
999-11130-027	REGIONS - OPERATING	48,051,321.58	213,532,712.21	153,406,505.01	108,177,528.78
999-11130-029	REGIONS - SCHOOL CLEARING	0.00	20,234,010.61	20,234,010.61	0.00
999-11130-030	CMCSS CREDIT CARD ACCT	1,292,649.22	3,227.40	254.73	1,295,621.89
999-11130-031	REGIONS - MCG CLEARING	0.00	6,919,810.58	6,919,810.58	0.00
999-11130-032	F & M DISBURSEMENTS	55,246.94	14,016,295.55	14,027,284.50	44,267.99
999-11130-033	LEGENDS BANK - BI-COUNTY TIPPING FEES	10,031.08	123,144.84	123,142.44	10,033.48
999-11300-004	LEGENDS BANK - 207	8,213,219.55	271,360.03	584.32	8,483,995.26
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	57,445.82	187.44	0.00	57,633.26
999-11300-035	REGIONS - E911	527,094.93	1,670.61	0.00	528,765.54
999-11300-040	BAIRD	0.00	0.51	0.51	0.00
999-11300-041	R JAMES - 2016A G.O. PUBLIC IMP	10,256,656.11	0.24	0.00	10,256,656.35
999-11300-042	SHERIFF FEDERAL TREASURY	4,254.98	13.49	0.00	4,268.47
999-11300-043	SHERIFF FEDERAL JUSTICE	227,448.09	720.89	0.00	228,168.98
999-11300-049	F & M - TAX DEPOSITS	7,700,540.23	19,016,675.53	15,136,031.90	11,581,183.86
999-11300-053	REGIONS - AMERICAN RESCUE PLAN ACT	19,429,267.63	61,580.51	0.00	19,490,848.14
999-11300-054	MULTI-BANK SECURITIES	118,809,395.35	580,448.08	11,240,000.00	108,149,843.43
999-11300-055	SERIES 2022A CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-057	F & M ICS	8,864,358.63	23,709.13	0.00	8,888,067.76
999-11300-058	REGIONS - ACH ACCOUNT	0.00	141,200,118.51	141,167,368.51	32,750.00
999-11300-059	SERIES 2023A CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-060	SERIES 2023B CONSTRUCTION FUND	0.00	0.00	0.00	0.00
999-11300-061	REGIONS - OPIOID ABATEMENT SETTLEMENT FUND	2,263,807.65	7,175.07	0.00	2,270,982.72
999-11300-062	US BANK - MORETON CAPITAL MARKETS	50,839,872.62	406,758.78	0.00	51,246,631.40
999-11300-063	TOWER COMMUNITY BANK	5,328,435.99	0.00	0.00	5,328,435.99
999-11300-064	SERIES 2022B -CONSTRUCTION BONDS	0.00	0.00	0.00	0.00
999-11300-065	REGIONS - BI-COUNTY LANDFILL	9,347,058.19	29,625.24	0.00	9,376,683.43
999-11300-066	F & M - ICS NEW 2025	20,423,573.03	75,673.97	0.00	20,499,247.00
999-11300-067	FHN FINANCIAL	0.00	5,170,071.92	32,750.00	5,137,321.92
999-11410	STATE OF TN TAX RELIEF CURR YR	83,577.00	185,021.00	196,101.00	72,497.00
999-11515	COUNTY TAX RELIEF	0.00	34,158.00	34,158.00	0.00
		329,334,610.57	453,655,211.63	393,475,729.31	389,514,092.79

LIABILITY		Beginning	Debits	Credits	Ending
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63	0.00	0.00	25,830.63
999-20120	EXCESS LAND SALE PAYMENTS 2012	4,739.39	0.00	0.00	4,739.39
999-20130	EXCESS LAND SALE PAYMENTS 2013	53,146.79	0.00	0.00	53,146.79
999-20140	EXCESS LAND SALE PAYMENTS 2014	46,401.47	0.00	0.00	46,401.47
999-21900	TELLER OVER/SHORT	0.00	0.00	0.00	0.00
999-22200	OVERPAYMENTS	24,076.03	13,832.78	62,028.95	72,272.20
999-22200-001	PAYMENT OVERAGES	51.57	0.00	1.10	52.67
999-27700	TRUSTEE'S HOLDING ACCOUNT	0.00	14,000,000.00	14,000,000.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	717.00	717.00	0.00
999-28311	UNDISTRIBUTED TAXES PAID IN ADVANCE	1,628.00	0.00	0.00	1,628.00
999-29900	FEE/COMMISSION ACCOUNT	382,789.58	765,418.75	2,360,641.21	1,978,012.04
101	COUNTY GENERAL FUND	36,857,554.15	13,771,916.65	50,735,026.27	73,820,663.77
122	DRUG CONTROL FUND	64,170.50	2,047.58	707.82	62,830.74
127	AMERICAN RECOVERY ACT	17,222,541.23	978,383.23	61,580.51	16,305,738.51
131	GENERAL ROAD FUND	3,816,606.70	1,377,133.23	6,466,774.58	8,906,248.05
141	GENERAL PURPOSE SCHOOL FUND	112,529,706.33	52,353,296.29	55,490,683.80	115,667,093.84
142	SCHOOL FEDERAL PROJECTS FUND	8,071,308.41	2,337,846.55	1,614,171.15	7,347,633.01
143	CHILD NUTRITION FUND	10,884,386.43	2,013,121.38	2,433,246.98	11,304,512.03
144	SCHOOL SYSTEM TRANS FUND	10,331,233.82	2,548,312.09	3,397,118.34	11,180,040.07
146	EXTENDED SCHOOL PROGRAM FUND	3,944,743.68	54,434.25	54,434.25	3,944,743.68
151	DEBT SERVICE FUND	34,758,623.35	456,340.82	15,614,228.05	49,916,510.58
171	CAPITAL PROJECTS FUND	31,659,065.28	1,240,655.26	7,103,192.42	37,521,602.44
177	EDU CAPITAL PROJECTS FUND	11,163,702.82	6,519,162.49	0.00	4,644,540.33
207	BI-COUNTY LANDFILL	19,289,910.73	1,474,159.89	2,179,980.22	19,995,731.06
208	EMERGENCY COMMUNICATIONS DISTRICT	6,660,625.11	327,428.46	688,570.82	7,021,767.47
209	LIBRARY FUND	1,725,739.99	321,963.83	10,940.51	1,414,716.67
263	SELF INSURANCE TRUST FUND	17,584,246.48	10,285,467.46	8,613,429.91	15,912,206.93
266	WORKERS' COMPENSATION	885,348.69	93,195.96	11,712.68	803,865.41
267	UNEMPLOYMENT COMPENSATION	37,846.61	1,643.72	1,643.72	37,846.61
351	CITY OF CLARKSVILLE - SALES TAX	0.00	2,565,679.64	2,565,679.64	0.00
362	MGC RAIL AUTHORITY	212,552.29	218,061.24	447,862.68	442,353.73
363	JUDICIAL DISTRICT DRUG FUND	1,026,995.00	17,008.93	21.37	1,010,007.44
364	DISTRICT ATTORNEY FUND	19,039.51	1,182.80	3,498.52	21,355.23
365	PORT AUTHORITY	50,000.00	0.00	0.00	50,000.00
		329,334,610.57	113,738,410.28	173,917,892.50	389,514,092.79

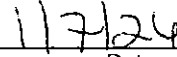
This report is submitted in accordance with requirements of section 5-8-505,
and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge,
information and belief accurately reflects transactions of this office for the month ended December 31, 2025.



Signature

Montgomery County Trustee

Title



Date

COMPARISON OF HOTEL OCCUPANCY TAX COLLECTIONS

MONTH	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
JANUARY	\$ 27,098.84	\$ 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
FEBRUARY	\$ 29,909.16	\$ 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
MARCH	\$ 31,464.65	\$ 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
APRIL	\$ 36,921.57	\$ 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
MAY	\$ 45,431.12	\$ 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
JUNE	\$ 41,300.90	\$ 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
JULY	\$ 43,822.68	\$ 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
AUGUST	\$ 51,914.05	\$ 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
SEPTEMBER	\$ 45,085.51	\$ 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
OCTOBER	\$ 62,586.96	\$ 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
NOVEMBER	\$ 42,478.02	\$ 67,894.53	\$ 70,109.29	\$68,664.15	\$ 77,700.65	\$ 90,975.55	\$ 93,726.35	\$ 95,136.90	\$ 132,492.92	\$ 100,329.52
DECEMBER	\$ 37,644.94	\$ 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
YEARLY TOTAL	\$ 495,658.40	\$ 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
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
JANUARY	\$ 87,058.36	\$ 98,797.30	\$ 93,568.93	\$ 122,959.56	\$ 101,963.52	\$ 106,908.64	\$ 118,820.77	\$ 113,056.55	\$ 114,268.84	\$ 131,329.69
FEBRUARY	\$ 103,484.37	\$ 122,425.01	\$ 98,617.91	\$ 130,592.70	\$ 84,950.58	\$ 111,395.05	\$ 108,102.01	\$ 105,945.34	\$ 114,189.67	\$ 142,245.75
MARCH	\$ 106,133.80	\$ 97,223.36	\$ 123,655.30	\$ 130,540.42	\$ 89,897.89	\$ 107,789.42	\$ 97,758.36	\$ 122,221.56	\$ 111,730.41	\$ 157,852.20
APRIL	\$ 131,183.50	\$ 147,129.46	\$ 141,216.66	\$ 166,930.70	\$ 127,011.20	\$ 172,086.66	\$ 168,753.98	\$ 154,016.56	\$ 160,436.24	\$ 191,271.58
MAY	\$ 124,347.50	\$ 140,099.75	\$ 148,155.80	\$ 145,100.30	\$ 114,744.33	\$ 137,305.59	\$ 163,656.94	\$ 159,382.00	\$ 165,458.19	\$ 181,337.94
JUNE	\$ 128,926.73	\$ 156,904.04	\$ 165,434.81	\$ 156,556.28	\$ 149,278.38	\$ 149,761.84	\$ 167,364.58	\$ 173,701.26	\$ 171,984.70	\$ 213,499.05
JULY	\$ 138,948.38	\$ 155,002.42	\$ 166,721.40	\$ 142,543.24	\$ 139,764.87	\$ 155,951.38	\$ 163,931.64	\$ 182,334.33	\$ 181,262.97	\$ 215,170.38
AUGUST	\$ 138,546.34	\$ 159,398.89	\$ 189,029.54	\$ 144,944.86	\$ 138,508.95	\$ 141,828.40	\$ 183,006.76	\$ 193,937.40	\$ 244,700.44	\$ 221,120.45
SEPTEMBER	\$ 110,943.01	\$ 139,077.22	\$ 183,172.65	\$ 137,762.39	\$ 123,496.85	\$ 134,695.73	\$ 136,037.06	\$ 183,545.89	\$ 200,094.86	\$ 209,451.76
OCTOBER	\$ 103,998.14	\$ 106,852.14	\$ 150,626.03	\$ 136,406.87	\$ 118,284.80	\$ 131,945.61	\$ 137,714.25	\$ 156,101.99	\$ 177,865.83	\$ 312,670.78
NOVEMBER	\$ 117,095.86	\$ 111,906.42	\$ 169,407.63	\$ 139,934.80	\$ 133,540.36	\$ 159,367.06	\$ 162,825.42	\$ 168,948.08	\$ 166,973.57	\$ 359,166.51
DECEMBER	\$ 107,900.37	\$ 110,667.80	\$ 151,081.34	\$ 112,969.35	\$ 124,889.36	\$ 120,067.79	\$ 148,644.37	\$ 135,623.41	\$ 136,062.06	\$ 304,165.85
YEARLY TOTAL	\$ 1,398,566.36	\$ 1,545,483.81	\$ 1,780,688.00	\$1,667,241.47	\$ 1,446,331.09	\$ 1,629,103.17	\$ 1,756,616.14	\$ 1,848,814.37	\$ 1,945,027.78	\$ 2,639,281.94

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
101 COUNTY GENERAL						
40110 CURRENT PROPERTY TAX	-98,388,000	-98,388,000	-53,825,320.10	-46,519,046.53	-44,562,679.90	54.7%
40120 TRUSTEE'S COLLECTIONS - PYR	-800,000	-800,000	-811,173.06	-144,701.12	11,173.06	101.4%
40125 TRUSTEE COLLECTIONS - BANKRUP	-30,000	-30,000	-1,535.83	-132.28	-28,464.17	5.1%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-500,000	-500,000	-341,616.77	-22,589.26	-158,383.23	68.3%
40140 INTEREST & PENALTY	-300,000	-300,000	-213,670.74	-27,831.58	-86,329.26	71.2%
40161 PMTS IN LIEU OF TAXES - T.V.A	-763	-763	-762.74	.00	-.26	100.0%
40162 PMTS IN LIEU OF TAXES -UTILIT	-1,640,000	-1,640,000	-679,683.38	-134,863.38	-960,316.62	41.4%
40163 PMTS IN LIEU OF TAXES - OTHER	-851,533	-851,533	-94,610.00	-73,710.00	-756,923.00	11.1%
40220 HOTEL/MOTEL TAX	-2,500,000	-2,500,000	-1,325,421.48	-192,907.58	-1,174,578.52	53.0%
40250 LITIGATION TAX - GENERAL	-390,000	-390,000	-194,674.16	-35,897.73	-195,325.84	49.9%
40260 LITIGATION TAX-SPECIAL PURPOS	-80,000	-80,000	-41,960.45	-8,293.10	-38,039.55	52.5%
40270 BUSINESS TAX	-2,000,000	-2,000,000	-329,622.08	-45,188.96	-1,670,377.92	16.5%
40320 BANK EXCISE TAX	-450,000	-450,000	.00	.00	-450,000.00	.0%
40330 WHOLESALE BEER TAX	-400,000	-400,000	-70,490.63	-279.61	-329,509.37	17.6%
41120 ANIMAL REGISTRATION	-215,000	-215,000	-131,611.66	-14,796.00	-83,388.34	61.2%
41130 ANIMAL VACCINATION	-16,000	-16,000	-11,982.00	346.00	-4,018.00	74.9%
41140 CABLE TV FRANCHISE	-300,000	-300,000	-72,887.75	.00	-227,112.25	24.3%
41520 BUILDING PERMITS	-1,500,000	-1,500,000	-480,880.36	-38,578.08	-1,019,119.64	32.1%
41540 PLUMBING PERMITS	-30,000	-30,000	-18,900.00	-2,400.00	-11,100.00	63.0%
41590 OTHER PERMITS	-465,000	-465,000	-183,540.79	-36,449.50	-281,459.21	39.5%
42110 FINES	-14,000	-14,000	-18,287.50	-3,087.50	4,287.50	130.6%
42120 OFFICERS COSTS	-20,000	-20,000	-7,139.37	-1,524.74	-12,860.63	35.7%
42141 DRUG COURT FEES	-1,600	-1,600	-537.22	-116.69	-1,062.78	33.6%
42142 VETERANS TREATMENT COURT FEES	-1,800	-1,800	-365.43	-43.86	-1,434.57	20.3%
42190 DATA ENTRY FEES -CIRCUIT COUR	-9,000	-9,000	-4,508.01	-785.50	-4,491.99	50.1%
42191 COURTROOM SECURITY - CIRCUIT	-7,500	-7,500	-2,823.77	-409.81	-4,676.23	37.7%
42192 CIRCUIT COURT VICTIMS ASSESS	-3,525	-3,525	-1,916.14	-332.74	-1,608.86	54.4%
42310 FINES	-135,000	-135,000	-50,297.50	-4,179.99	-84,702.50	37.3%
42311 FINES - LITTERING	-250	-250	.00	.00	-250.00	.0%
42320 OFFICERS COSTS	-275,000	-275,000	-139,222.46	-27,060.42	-135,777.54	50.6%
42330 GAME & FISH FINES	-500	-500	-756.00	-112.50	256.00	151.2%
42341 DRUG COURT FEES	-20,000	-20,000	-7,609.61	-1,678.89	-12,390.39	38.0%
42342 VETERANS TREATMENT COURT FEES	-15,000	-15,000	-4,898.71	-1,114.59	-10,101.29	32.7%
42350 JAIL FEES GENERAL SESSIONS	-300,000	-300,000	-143,108.48	-29,382.35	-156,891.52	47.7%
42380 DUI TREATMENT FINES	-20,000	-20,000	-7,005.30	-1,147.60	-12,994.70	35.0%
42390 DATA ENTRY FEE-GENERAL SESS	-63,000	-63,000	-30,102.34	-5,955.65	-32,897.66	47.8%
42392 GEN SESSIONS VICTIM ASSESSMNT	-60,000	-60,000	-19,771.92	-3,600.36	-40,228.08	33.0%
42410 FINES	-1,700	-1,700	-1,837.25	.00	137.25	108.1%
42420 OFFICERS COSTS	-15,000	-15,000	-6,253.90	-1,446.85	-8,746.10	41.7%
42450 JAIL FEES	-25,000	-25,000	-12,499.92	-2,580.20	-12,500.08	50.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
42490 DATA ENTRY FEE-JUVENILE COURT	-10,250	-10,250	-2,687.00	-400.00	-7,563.00	26.2%
42520 OFFICERS COSTS	-35,000	-35,000	-19,170.50	-2,835.00	-15,829.50	54.8%
42530 DATA ENTRY FEE -CHANCERY COUR	-5,000	-5,000	-2,628.00	-408.00	-2,372.00	52.6%
42610 FINES	-1,000	-1,000	-399.47	-47.50	-600.53	39.9%
42641 DRUG COURT FEES	-30,000	-30,000	-24,420.00	-4,065.00	-5,580.00	81.4%
42910 PROCEEDS -CONFISCATED PROPERT	-1,000	-1,000	-1,060.00	.00	60.00	106.0%
42990 OTHER FINES/FORFEITS/PENALTIE	-18,300	-18,300	-6,550.50	-400.00	-11,749.50	35.8%
43120 PATIENT CHARGES	-6,900,000	-6,900,000	-4,250,045.75	-739,970.45	-2,649,954.25	61.6%
43140 ZONING STUDIES	-5,000	-5,000	-2,000.00	-250.00	-3,000.00	40.0%
43190 OTHER GENERAL SERVICE CHARGES	-65,000	-65,000	-40,193.20	-9,195.20	-24,806.80	61.8%
43340 RECREATION FEES	-110,000	-110,000	-66,640.00	-7,400.00	-43,360.00	60.6%
43350 COPY FEES	-9,900	-9,900	-4,539.70	-984.50	-5,360.30	45.9%
43365 ARCHIVE & RECORD MANAGEMENT	-475,500	-475,500	-207,673.96	-33,579.71	-267,826.04	43.7%
43366 GREENBELT LATE APPLICATION FEE	0	0	-50.00	.00	50.00	100.0%
43370 TELEPHONE COMMISSIONS	-236,000	-236,000	-140,392.27	-50,234.37	-95,607.73	59.5%
43380 VENDING MACHINE COLLECTIONS	-68,000	-68,000	-42,134.09	-8,134.16	-25,865.91	62.0%
43383 TITLING AND REGISTRATION	-190,000	-190,000	-84,927.00	-13,263.00	-105,073.00	44.7%
43384 FINGERPRINT FEES	0	0	-1,175.00	-210.00	1,175.00	100.0%
43392 DATA PROCESSING FEES -REGISTE	-80,000	-80,000	-35,200.00	-6,142.00	-44,800.00	44.0%
43393 PROBATION FEES	-27,000	-27,000	-4,202.00	-825.00	-22,798.00	15.6%
43394 DATA PROCESSING FEES - SHERIF	-30,000	-30,000	-13,750.10	-2,864.56	-16,249.90	45.8%
43395 SEXUAL OFFENDER FEE - SHERIFF	-18,000	-18,000	-4,300.00	-1,400.00	-13,700.00	23.9%
43396 DATA PROCESSING FEE-COUNTY CL	-30,000	-30,000	-5,454.00	-894.00	-24,546.00	18.2%
43990 OTHER CHARGES FOR SERVICES	-5,000	-5,000	-11,180.50	-2,125.00	6,180.50	223.6%
44110 INTEREST EARNED	-5,000,000	-5,000,000	-1,667,712.14	-328,422.64	-3,332,287.86	33.4%
44120 LEASE/RENTALS	-313,320	-313,320	-33,675.00	-10,375.00	-279,645.00	10.7%
44140 SALE OF MAPS	-3,000	-3,000	.00	.00	-3,000.00	.0%
44170 MISCELLANEOUS REFUNDS	-314,100	-314,100	-144,976.88	-25,327.42	-169,123.12	46.2%
44530 SALE OF EQUIPMENT	-5,000	-5,000	-37,957.81	-9,825.00	32,957.81	759.2%
44540 SALE OF PROPERTY	0	0	-4,500.00	.00	4,500.00	100.0%
44570 CONTRIBUTIONS & GIFTS	0	0	-3,000.00	-3,000.00	3,000.00	100.0%
44990 OTHER LOCAL REVENUES	-462,000	-462,000	-289,450.05	-36,370.42	-172,549.95	62.7%
45510 COUNTY CLERK	-2,450,000	-2,450,000	-1,001,240.51	-146,422.04	-1,448,759.49	40.9%
45520 CIRCUIT COURT CLERK	-700,000	-700,000	-310,305.16	-53,365.46	-389,694.84	44.3%
45540 GENERAL SESSIONS COURT CLERK	-1,700,000	-1,700,000	-832,885.42	-165,955.20	-867,114.58	49.0%
45550 CLERK & MASTER	-425,000	-425,000	-189,731.54	-27,633.34	-235,268.46	44.6%
45560 JUVENILE COURT CLERK	-200,000	-200,000	-83,495.81	-6,407.23	-116,504.19	41.7%
45580 REGISTER	-1,300,000	-1,300,000	-775,643.76	-137,621.91	-524,356.24	59.7%
45590 SHERIFF	-85,000	-85,000	-72,571.97	-21,585.50	-12,428.03	85.4%
45610 TRUSTEE	-5,000,000	-5,000,000	-1,145,854.15	-382,289.58	-3,854,145.85	22.9%
46110 JUVENILE SERVICES PROGRAM	-580,011	-705,867	-222,314.99	-50,074.71	-483,552.01	31.5%
46210 LAW ENFORCEMENT TRAINING PROG	-124,800	-124,800	.00	.00	-124,800.00	.0%
46240 SCHOOL RESOURCE OFFICER GRANT	-3,075,000	-3,075,000	.00	.00	-3,075,000.00	.0%
46390 OTHER HEALTH & WELFARE GRANT	-373,970	-490,070	-153,439.91	-26,337.32	-336,630.09	31.3%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
46430 LITTER PROGRAM	-91,300	-91,300	-62,435.79	.00	-28,864.21	68.4%
46810 FLOOD CONTROL	-3,500	-3,500	.00	.00	-3,500.00	.0%
46830 BEER TAX	-20,000	-20,000	-9,212.27	.00	-10,787.73	46.1%
46835 VEHICLE CERTIFICATE OF TITLE	-26,000	-26,000	-11,648.10	-2,288.25	-14,351.90	44.8%
46840 ALCOHOLIC BEVERAGE TAX	-400,000	-400,000	-218,842.21	-22.71	-181,157.79	54.7%
46845 OPIOID SETTLEMENT FUNDS TN	-646,881	-646,881	.00	.00	-646,881.00	.0%
46851 STATE REVENUE SHARING - T.V.A	-2,200,000	-2,200,000	-601,779.25	.00	-1,598,220.75	27.4%
46852 REVENUE SHARING - TELECOM	-290,000	-290,000	-80,569.68	-19,582.16	-209,430.32	27.8%
46855 SHARED SPRTS GAMING PRIVILEGE	-115,000	-115,000	-53,128.24	.00	-61,871.76	46.2%
46890 PRISONER TRANSPORTATION	-10,000	-10,000	-9,516.41	-4,221.03	-483.59	95.2%
46915 CONTRACTED PRISONER BOARDING	-900,000	-900,000	-270,231.00	.00	-629,769.00	30.0%
46960 REGISTRAR'S SALARY SUPPLEMENT	-15,164	-15,164	-3,791.00	.00	-11,373.00	25.0%
46980 OTHER STATE GRANTS	-4,030,250	-4,539,850	-1,583,062.15	-398,550.55	-2,956,787.85	34.9%
46990 OTHER STATE REVENUES	-82,000	-208,000	-65,765.10	-9,211.97	-142,234.90	31.6%
47235 HOMELAND SECURITY GRANTS	-74,350	-277,736	-71,073.43	.00	-206,662.57	25.6%
47590 OTHER FEDERAL THROUGH STATE	-35,000	-624,552	-465,051.03	-416,381.06	-159,500.97	74.5%
47700 ASSET FORFEITURE FUNDS	-57,500	-57,500	.00	.00	-57,500.00	.0%
47990 OTHER DIRECT FEDERAL REVENUE	-2,400	-2,400	-1,401.57	-601.57	-998.43	58.4%
48130 CONTRIBUTIONS	-256,490	-256,490	-114,050.62	-23,750.00	-142,439.38	44.5%
48140 CONTRACTED SERVICES	-280,000	-280,000	-172,880.27	-35,784.02	-107,119.73	61.7%
48610 DONATIONS	-4,500	-24,500	-323,245.36	-307.37	298,745.36	1319.4%
48990 OTHER	0	-4,000	-4,000.00	.00	.00	100.0%
48991 OPIOID SETTLEMENT FUNDS	0	0	-146,120.51	.00	146,120.51	100.0%
49700 INSURANCE RECOVERY	-20,000	-102,249	-119,047.34	.00	16,798.34	116.4%
49800 OPERATING TRANSFERS	-25,000	-1,025,000	.00	.00	-1,025,000.00	.0%
TOTAL COUNTY GENERAL	-151,890,657	-154,667,400	-75,615,664.28	-50,609,219.86	-79,051,735.72	48.9%
131 GENERAL ROADS						
40110 CURRENT PROPERTY TAX	-12,754,000	-12,754,000	-6,977,350.74	-6,030,237.56	-5,776,649.26	54.7%
40120 TRUSTEE'S COLLECTIONS - PYR	-105,000	-105,000	-105,079.62	-18,685.23	79.62	100.1%
40125 TRUSTEE COLLECTIONS - BANKRUP	-3,000	-3,000	-199.10	-17.16	-2,800.90	6.6%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-55,000	-55,000	-46,101.82	-2,928.24	-8,898.18	83.8%
40140 INTEREST & PENALTY	-57,733	-57,733	-28,135.54	-3,607.62	-29,597.46	48.7%
40270 BUSINESS TAX	-200,000	-200,000	-28,415.70	-3,895.60	-171,584.30	14.2%
40280 MINERAL SEVERANCE TAX	-385,000	-385,000	-81,389.79	.00	-303,610.21	21.1%
40320 BANK EXCISE TAX	-45,000	-45,000	.00	.00	-45,000.00	.0%
44170 MISCELLANEOUS REFUNDS	-25,000	-25,000	-9,349.84	-3,955.00	-15,650.16	37.4%
44530 SALE OF EQUIPMENT	0	-105,500	-105,964.00	.00	464.00	100.4%
46410 BRIDGE PROGRAM	-790,000	-790,000	.00	.00	-790,000.00	.0%
46420 STATE AID PROGRAM	-2,000,000	-2,000,000	-848,458.08	.00	-1,151,541.92	42.4%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
46920 GASOLINE & MOTOR FUEL TAX	-4,264,000	-4,264,000	-1,985,239.56	-372,251.21	-2,278,760.44	46.6%
46925 HYBRID/ELECTRIC VEHICLE REGIS	0	0	-30,312.33	-6,193.35	30,312.33	100.0%
46930 PETROLEUM SPECIAL TAX	-138,000	-138,000	-60,755.83	-12,151.14	-77,244.17	44.0%
46980 OTHER STATE GRANTS	-1,900,000	-1,900,000	.00	.00	-1,900,000.00	.0%
48120 PAVING & MAINTENANCE	0	0	-140,531.18	.00	140,531.18	100.0%
49700 INSURANCE RECOVERY	-3,000	-3,000	-32,272.68	.00	29,272.68	1075.8%
TOTAL GENERAL ROADS	-22,724,733	-22,830,233	-10,479,555.81	-6,453,922.11	-12,350,677.19	45.9%
151 DEBT SERVICE						
40110 CURRENT PROPERTY TAX	-30,974,000	-30,974,000	-16,945,009.12	-14,644,862.76	-14,028,990.88	54.7%
40120 TRUSTEE'S COLLECTIONS - PYR	-600,000	-600,000	-255,880.85	-46,027.16	-344,119.15	42.6%
40125 TRUSTEE COLLECTIONS - BANKRUP	-5,000	-5,000	-483.52	-41.66	-4,516.48	9.7%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-250,000	-250,000	-117,956.52	-7,111.43	-132,043.48	47.2%
40140 INTEREST & PENALTY	-200,000	-200,000	-69,772.29	-8,761.83	-130,227.71	34.9%
40163 PMTS IN LIEU OF TAXES - OTHER	-2,162,555	-2,162,555	.00	.00	-2,162,555.00	.0%
40210 LOCAL OPTION SALES TAX	-700,000	-700,000	-379,637.12	-75,446.33	-320,362.88	54.2%
40250 LITIGATION TAX - GENERAL	-400,000	-400,000	-192,551.23	-36,979.91	-207,448.77	48.1%
40266 LITIGATION TAX-JAIL/WH/CH	-400,000	-400,000	-207,487.80	-39,264.59	-192,512.20	51.9%
40270 BUSINESS TAX	-200,000	-200,000	-28,415.70	-3,895.60	-171,584.30	14.2%
40285 ADEQUATE FACILITIES TAX	-1,800,000	-1,800,000	-843,500.00	-91,500.00	-956,500.00	46.9%
40320 BANK EXCISE TAX	-175,000	-175,000	.00	.00	-175,000.00	.0%
44110 INTEREST EARNED	-9,000,000	-9,000,000	-2,795,617.58	-647,494.11	-6,204,382.42	31.1%
48130 CONTRIBUTIONS	-124,200	-124,200	.00	.00	-124,200.00	.0%
49800 OPERATING TRANSFERS	-7,433,771	-7,433,771	.00	.00	-7,433,771.00	.0%
TOTAL DEBT SERVICE	-54,424,526	-54,424,526	-21,836,311.73	-15,601,385.38	-32,588,214.27	40.1%
171 CAPITAL PROJECTS						
40110 CURRENT PROPERTY TAX	-12,754,000	-12,754,000	-6,977,350.81	-6,030,240.47	-5,776,649.19	54.7%
40120 TRUSTEE'S COLLECTIONS - PYR	-150,000	-150,000	-105,190.80	-18,798.46	-44,809.20	70.1%
40125 TRUSTEE COLLECTIONS - BANKRUP	0	0	-199.10	-17.16	199.10	100.0%
40130 CIRCUIT/CHANCERY COLLECT-PYR	-65,000	-65,000	-44,518.26	-2,928.24	-20,481.74	68.5%
40140 INTEREST & PENALTY	-50,000	-50,000	-27,754.58	-3,607.97	-22,245.42	55.5%
40220 HOTEL/MOTEL TAX	-2,400,000	-2,400,000	-1,325,422.38	-192,907.79	-1,074,577.62	55.2%
40240 WHEEL TAX	-7,600,000	-7,600,000	-3,278,221.96	-448,011.09	-4,321,778.04	43.1%
40320 BANK EXCISE TAX	-50,000	-50,000	.00	.00	-50,000.00	.0%
44110 INTEREST EARNED	-100,000	-100,000	.00	.00	-100,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
47180 COMMUNITY DEVELOPMENT	0	-811,609	-476,912.54	-401,221.75	-334,696.46	58.8%
47590 OTHER FEDERAL THROUGH STATE	0	0	-525,079.50	.00	525,079.50	100.0%
48130 CONTRIBUTIONS	0	-696,765	-334,386.00	.00	-362,379.00	48.0%
48990 OTHER	0	-350,000	-350,000.00	.00	.00	100.0%
49100 BOND PROCEEDS	-50,000,000	-50,000,000	.00	.00	-50,000,000.00	.0%
49700 INSURANCE RECOVERY	0	-250,000	.00	.00	-250,000.00	.0%
49800 OPERATING TRANSFERS	0	-2,043,652	.00	.00	-2,043,652.00	.0%
TOTAL CAPITAL PROJECTS	-73,169,000	-77,321,026	-13,445,035.93	-7,097,732.93	-63,875,990.07	17.4%
266 WORKER'S COMPENSATION						
49700 INSURANCE RECOVERY	0	0	-2,267.13	.00	2,267.13	100.0%
49800 OPERATING TRANSFERS	-1,127,111	-1,127,111	.00	.00	-1,127,111.00	.0%
TOTAL WORKER'S COMPENSATION	-1,127,111	-1,127,111	-2,267.13	.00	-1,124,843.87	.2%
GRAND TOTAL	-303,336,027	-310,370,296	-121,378,834.88	-79,762,260.28	-188,991,461.12	39.1%

** END OF REPORT - Generated by Shannon Holt **

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 COUNTY GENERAL							
51100 COUNTY COMMISSION	448,899	448,899	139,194.12	19,515.97	8,802.18	300,902.70	33.0%
51210 BOARD OF EQUALIZATION	10,770	10,770	.00	.00	.00	10,770.00	.0%
51220 BEER BOARD	7,306	7,306	2,147.70	430.60	42.00	5,116.30	30.0%
51240 OTHER BOARDS & COMMITTEES	6,890	6,890	2,149.28	429.85	.00	4,740.72	31.2%
51300 COUNTY MAYOR	919,497	937,602	484,965.09	69,972.12	5,625.71	447,011.54	52.3%
51310 HUMAN RESOURCES	1,532,014	1,562,700	622,896.31	85,954.30	22,929.11	916,874.93	41.3%
51400 COUNTY ATTORNEY	300,000	300,000	98,241.35	.00	.00	201,758.65	32.7%
51500 ELECTION COMMISSION	914,910	1,282,410	497,799.27	138,995.83	6,001.89	778,608.84	39.3%
51600 REGISTER OF DEEDS	1,052,806	1,052,806	471,687.36	72,949.62	6,791.16	574,327.48	45.4%
51720 PLANNING	578,569	653,404	323,028.90	81,958.70	.00	330,375.10	49.4%
51730 BUILDING	903,844	903,844	419,171.83	64,832.66	19,229.36	465,442.81	48.5%
51750 CODES COMPLIANCE	1,665,354	1,691,335	824,864.14	122,840.85	4,850.41	861,620.45	49.1%
51760 GEOGRAPHICAL INFO SYSTEMS	321,330	424,263	118,849.07	.00	272,243.08	33,170.93	92.2%
51800 COUNTY BUILDINGS	737,480	757,043	363,950.83	58,990.26	41,698.39	351,393.78	53.6%
51810 FACILITIES	4,845,349	4,912,667	2,362,495.99	449,496.60	376,982.18	2,173,188.33	55.8%
51900 OTHER GENERAL ADMINISTRATION	1,769,185	1,795,360	836,772.80	135,362.92	9,304.54	949,282.66	47.1%
51910 ARCHIVES	639,902	641,099	268,933.33	54,552.99	40,895.46	331,269.79	48.3%
52100 ACCOUNTS & BUDGETS	1,400,281	1,401,658	628,289.08	95,046.55	3,704.27	769,664.65	45.1%
52200 PURCHASING	550,332	550,832	217,218.11	38,193.81	45,270.04	288,343.85	47.7%
52300 PROPERTY ASSESSOR'S OFFICE	2,760,825	2,765,941	1,336,294.58	181,179.79	92,885.42	1,336,761.32	51.7%
52400 COUNTY TRUSTEES OFFICE	1,226,777	1,226,777	585,333.54	97,704.18	28,159.63	613,283.83	50.0%
52500 COUNTY CLERK'S OFFICE	4,914,679	4,933,205	2,354,540.86	361,098.68	53,571.47	2,525,092.55	48.8%
52600 INFORMATION SYSTEMS	5,743,173	6,739,172	3,112,204.59	476,934.37	747,925.10	2,879,042.48	57.3%
52900 OTHER FINANCE	61,300	61,300	4,798.40	501.12	.00	56,501.60	7.8%
53100 CIRCUIT COURT	5,990,669	6,015,669	2,706,679.02	444,691.44	17,437.25	3,291,552.73	45.3%
53300 GENERAL SESSIONS COURT	992,366	993,062	412,911.09	67,580.30	2,154.80	577,996.21	41.8%
53330 DRUG COURT	149,626	104,000	34,073.13	6,268.34	32,255.40	37,671.47	63.8%
53400 CHANCERY COURT	1,230,779	1,230,779	593,428.74	89,551.96	7,237.44	630,112.82	48.8%
53500 JUVENILE COURT	2,212,744	2,344,017	1,026,587.31	179,795.83	193,175.14	1,124,254.55	52.0%
53600 DISTRICT ATTORNEY GENERAL	438,727	439,527	206,795.28	31,888.90	4,316.99	228,414.73	48.0%
53610 OFFICE OF PUBLIC DEFENDER	219,911	264,015	10,191.22	677.58	.00	253,823.78	3.9%
53700 JUDICIAL COMMISSIONERS	459,458	460,536	221,595.38	35,416.25	13,990.59	224,949.57	51.2%
53800 SPECIAL COURTS	1,010,497	1,159,615	381,355.49	69,801.04	6,042.77	772,216.74	33.4%
53900 OTHER ADMINISTRATION/ JUSTICE	552,208	552,208	239,658.84	52,445.73	.00	312,549.16	43.4%
53910 ADULT PROBATION SERVICES	1,504,705	1,631,714	665,066.20	103,748.45	31,069.99	935,577.81	42.7%
54110 SHERIFF'S DEPARTMENT	20,668,174	23,131,839	11,447,687.82	1,845,563.53	1,043,720.65	10,640,430.32	54.0%
54120 SPECIAL PATROLS	7,112,743	7,114,898	3,318,166.62	522,614.75	34,641.07	3,762,090.76	47.1%
54150 DRUG ENFORCEMENT	47,500	122,500	81,425.71	1,306.92	.00	41,074.29	66.5%
54160 SEXUAL OFFENDER REGISTRY	22,370	22,370	1,767.13	236.65	432.19	20,170.68	9.8%
54210 JAIL	20,522,250	20,880,805	9,131,421.10	1,558,913.12	1,983,265.72	9,766,118.56	53.2%

MONTGOMERY COUNTY GOVERNMENT, TN



YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54220 WORKHOUSE	2,284,903	2,284,903	1,136,123.11	192,211.90	276,509.32	872,270.57	61.8%
54230 COMMUNITY CORRECTIONS	888,381	888,381	385,791.29	55,872.26	37,083.18	465,506.53	47.6%
54240 JUVENILE SERVICES	521,270	523,380	234,992.15	36,119.86	64,622.55	223,765.30	57.2%
54310 FIRE PREVENTION & CONTROL	3,986,328	4,057,417	980,570.68	233,451.03	289,743.88	2,787,102.03	31.3%
54410 EMERGENCY MANAGEMENT	496,069	585,248	240,237.34	42,233.77	3,416.19	341,594.47	41.6%
54490 OTHER EMERGENCY MANAGEMENT	0	203,386	.00	.00	.00	203,386.00	.0%
54610 COUNTY CORONER / MED EXAMINER	585,000	585,000	226,320.00	66,900.00	16,000.00	342,680.00	41.4%
55110 HEALTH DEPARTMENT	315,931	316,431	151,753.15	31,063.13	967.48	163,710.37	48.3%
55120 RABIES & ANIMAL CONTROL	2,836,467	2,917,937	1,264,675.91	233,418.45	209,658.78	1,443,602.35	50.5%
55130 AMBULANCE SERVICE	22,290,181	22,321,266	11,236,669.91	2,275,457.70	594,781.53	10,489,814.40	53.0%
55190 OTHER LOCAL HLTH SRVCS (WIC)	3,696,661	3,696,661	1,522,566.62	223,527.85	20.45	2,174,073.93	41.2%
55390 APPROPRIATION TO STATE	156,123	156,123	122,211.00	.00	.00	33,912.00	78.3%
55590 OTHER LOCAL WELFARE SERVICES	20,825	20,825	7,000.00	2,000.00	.00	13,825.00	33.6%
56500 LIBRARIES	4,099,487	4,099,487	3,074,615.25	1,024,871.75	.00	1,024,871.75	75.0%
56700 PARKS & FAIR BOARDS	4,950,311	4,970,849	2,318,121.57	386,136.79	294,840.67	2,357,886.76	52.6%
56900 OTHER SOCIAL, CULTURAL & REC	9,688	9,688	2,551.80	252.40	.00	7,136.20	26.3%
57100 AGRICULTURAL EXTENSION SERVIC	598,184	623,078	155,253.07	6,876.01	20,630.14	447,194.79	28.2%
57300 FOREST SERVICE	2,000	2,000	2,000.00	.00	.00	.00	100.0%
57500 SOIL CONSERVATION	76,849	77,449	38,150.18	5,930.49	204.00	39,094.82	49.5%
58110 TOURISM	1,825,000	1,825,000	1,147,381.52	289,552.16	.00	677,618.48	62.9%
58120 INDUSTRIAL DEVELOPMENT	2,548,179	2,548,179	1,441,510.26	.00	.00	1,106,668.74	56.6%
58220 AIRPORT	509,683	509,683	382,262.40	127,420.80	.00	127,420.60	75.0%
58300 VETERAN'S SERVICES	903,869	903,869	431,782.98	66,321.09	4,342.54	467,743.48	48.3%
58400 OTHER CHARGES	4,783,000	4,783,000	3,697,462.88	950,811.56	.00	1,085,537.12	77.3%
58500 CONTRIBUTION TO OTHER AGENCIE	2,931,500	3,965,500	1,338,529.21	156,183.23	.00	2,626,970.79	33.8%
58600 EMPLOYEE BENEFITS	826,000	826,000	404,113.09	109,151.33	.00	421,886.91	48.9%
58900 MISC-CONT RESERVE	15,000	15,000	1,250.00	.00	.00	13,750.00	8.3%
64000 LITTER & TRASH COLLECTION	227,224	227,224	98,704.20	15,495.92	.00	128,519.80	43.4%
99100 OPERATING TRANSFERS	1,994,440	4,038,092	.00	.00	.00	4,038,092.00	.0%
TOTAL COUNTY GENERAL	160,824,752	169,515,893	78,597,236.18	14,148,702.04	6,969,472.11	83,949,184.66	50.5%
131 GENERAL ROADS							
61000 ADMINISTRATION	1,058,226	1,075,342	496,802.78	82,237.97	23,941.01	554,597.81	48.4%
62000 HIGHWAY & BRIDGE MAINTENANCE	13,298,370	14,569,584	5,772,554.71	851,750.27	990,690.17	7,806,339.11	46.4%
63100 OPERATION & MAINT OF EQUIPMEN	1,882,038	1,919,850	900,112.25	122,105.11	77,080.56	942,657.31	50.9%
63600 TRAFFIC CONTROL	1,241,703	1,254,546	557,438.00	68,361.78	56,713.36	640,394.18	49.0%
65000 OTHER CHARGES	679,171	680,876	270,894.00	129,798.49	2,952.38	407,029.62	40.2%
66000 EMPLOYEE BENEFITS	71,000	71,000	33,021.06	11,260.28	.00	37,978.94	46.5%
68000 CAPITAL OUTLAY	4,105,300	6,272,157	1,821,750.05	20,078.61	2,100,457.77	2,349,949.50	62.5%
99100 OPERATING TRANSFERS	132,671	132,671	.00	.00	.00	132,671.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL ROADS	22,468,479	25,976,026	9,852,572.85	1,285,592.51	3,251,835.25	12,871,617.47	50.4%
151 DEBT SERVICE							
82110 PRINCIPAL-GENERAL GOVERNMENT	14,405,450	14,405,450	.00	.00	.00	14,405,450.00	.0%
82130 PRINCIPAL-EDUCATION	21,315,366	21,315,366	782,580.40	117,647.05	.00	20,532,785.60	3.7%
82210 INTEREST-GENERAL GOVERNMENT	9,593,754	9,593,754	4,776,053.44	.00	.00	4,817,700.56	49.8%
82230 INTEREST-EDUCATION	9,517,343	9,517,343	4,804,744.58	25,250.00	.00	4,712,598.42	50.5%
82310 OTHER DEBT SERV-COUNTY GOVT	404,500	404,500	154,524.38	123,451.12	.00	249,975.62	38.2%
82330 OTHER DEBT SERV.-EDUCATION	503,000	503,000	228,733.00	177,149.98	.00	274,267.00	45.5%
TOTAL DEBT SERVICE	55,739,413	55,739,413	10,746,635.80	443,498.15	.00	44,992,777.20	19.3%
171 CAPITAL PROJECTS							
00000 NON-DEDICATED ACCOUNT	365,000	365,000	190,074.70	127,573.23	.00	174,925.30	52.1%
91110 GENERAL ADMINISTRATION PROJEC	0	11,270,381	4,947,721.47	419,127.39	2,547,939.06	3,774,720.82	66.5%
91130 PUBLIC SAFETY PROJECTS	18,995,000	23,715,344	927,282.36	57,125.38	4,383,157.77	18,404,904.22	22.4%
91140 PUBLIC HEALTH /WELFARE PROJEC	3,400,000	5,685,196	1,430,604.12	6,025.00	660,695.18	3,593,896.35	36.8%
91150 SOCIAL/CULTURAL/REC PROJECTS	2,500,000	8,304,654	3,633,415.36	261,784.61	1,394,512.28	3,276,726.85	60.5%
91160 AG & NAT RESOURCES PROJECTS	0	3,455,049	7,130.00	4,700.00	675,200.00	2,772,719.00	19.7%
91190 OTHER GENERAL GOVT PROJECTS	0	105,345	.00	.00	.00	105,345.00	.0%
91200 HIGHWAY & STREET CAP PROJECTS	7,000,000	37,144,981	4,049,973.45	106,430.81	3,945,127.02	29,149,880.10	21.5%
91300 EDUCATION CAPITAL PROJECTS	6,000,000	65,883,110	29,616,905.00	.00	.00	36,266,205.00	45.0%
99100 OPERATING TRANSFERS	6,433,771	7,433,771	.00	.00	.00	7,433,771.00	.0%
TOTAL CAPITAL PROJECTS	44,693,771	163,362,831	44,803,106.46	982,766.42	13,606,631.31	104,953,093.64	35.8%
266 WORKER'S COMPENSATION							
51810 FACILITIES	0	0	5.16	.00	.00	-5.16	100.0%
51920 RISK MANAGEMENT	1,238,793	1,390,054	435,424.85	79,095.10	57,649.87	896,978.80	35.5%
54110 SHERIFF'S DEPARTMENT	0	0	6,386.64	61.95	.00	-6,386.64	100.0%
54210 JAIL	0	0	20,557.51	1,592.03	.00	-20,557.51	100.0%
54310 FIRE PREVENTION & CONTROL	0	0	1,578.53	.00	.00	-1,578.53	100.0%
55120 RABIES & ANIMAL CONTROL	0	0	131.60	131.60	.00	-131.60	100.0%
55130 AMBULANCE SERVICE	0	0	1,466.42	818.75	.00	-1,466.42	100.0%
55754 LANDFILL OPERATION/MAINTENANC	0	0	2,558.02	550.79	.00	-2,558.02	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2026 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56500 LIBRARIES	0	0	120.00	120.00	.00	-120.00	100.0%
56700 PARKS & FAIR BOARDS	0	0	60.00	60.00	.00	-60.00	100.0%
62000 HIGHWAY & BRIDGE MAINTENANCE	0	0	821.48	315.02	.00	-821.48	100.0%
TOTAL WORKER'S COMPENSATION	1,238,793	1,390,054	469,110.21	82,745.24	57,649.87	863,293.44	37.9%
GRAND TOTAL	284,965,208	415,984,216	144,468,661.50	16,943,304.36	23,885,588.54	247,629,966.41	40.5%

** END OF REPORT - Generated by Shannon Holt **

The Board was adjourned at 6:11 P.M.