STATE OF TENNESSEE

COUNTY OF ROBERTSON

TERM FEBRUARY 24, 2014 REGULAR SESSION

Be it remembered that the Board of Commissioners of Robertson County, Tennessee met in open public session at the Robertson County Juvenile Courtroom in Springfield, Tennessee on the 24th day of February 2014 at 7:00 PM.

County Mayor, Howard R. Bradley, called the meeting to order. County Clerk, Susan K. Atchley was present also.

The invocation was given by Mike Davis, Director of Schools for Robertson County, Tennessee. The pledge to the flag followed.

Susan K. Atchley, County Clerk for Robertson County, asked for a five minute recess due to roll call issues.

Meeting was called back to order by County Mayor, Howard Bradley.

Mayor Bradley stated due to technical problems we will amend the agenda and take roll call once system is in working order.

MINUTES OF PREVIOUS MEETING

On motion by Commissioner Baggett and second by Commissioner Gregory, the minutes of the previous meeting were approved treated same as read, made a matter of record, and filed. The motion was approved by voice vote.

COMMUNICATIONS FROM COUNTY MAYOR

Mayor Bradley told of a change made to the minutes for December 2013 in reference to resolution number 121613117 on page three of the minutes. The wording was changed to say Robertson County excluding BOE.

Mayor Bradley asked for Jody Stewart, Director of Finance, to come forward and entertained a motion to make her a member of this body. Commissioner Jones made motion to make Stewart a member of this body and second by Commissioner Haley. Motion approved by voice vote.

Jody Stewart, Finance Director for Robertson County, Tennessee, told Jeff Bailey, State Auditor, stated last year that the Audit Committee's written report should state that a meeting was held on November 19, 2012; the Committee looked at the June 30, 2012 audit report and elected Tommy Baggett as the Chairman.

This year at the January 27, 2014 Audit Committee Meeting, the Committee looked at the June 30, 2013 audit report and discussed the missing cash from the Sanitation Department that occurred on August 13, 2013.

During the meeting this year, Howard Bradley commended all of the Department Heads in the County for a really good audit for the third consecutive year, with the exception of Sanitation's missing cash in August. Howard expressed that he doesn't know of any other time the County was free of any findings for three consecutive years. Report from the following Robertson County Audit Committee Members: Commissioner Lanny Adcock, Commissioner Tommy Baggett, Commissioner Ervin Brown, Commissioner Don Eden, Commissioner Robert Farmer, Mr. Bradley Moreland, Mr. Dennis Wade. Former County Commissioner Buddy Bryant was present at both Audit Committee Meetings.

Stewart informed the County Commission that the Debt Management Policy needs to be reviewed in order to meet one of the requirements for the State of Tennessee Three Star Program. Stewart said she as the Finance Director also recently reviewed our Debt Management Policy.

Mayer Bradley asked for a motion to make Karen Couts, representative for the Read Program for Robertson County, a member of the body to give information regarding the program. Commissioner Adcock made motion and second by Commissioner Farmer. Motion approved by voice vote. She then proceeded to speak about the program and the need of funds.

JOHN F. BAKER, JR. PROCLAMATION

WHEREAS, Robertson County's own John F. Baker Jr., has written an extraordinary book chronicling the lives of slaves on Wessyington Plantation titled The Washington of Wessyington Plantation – Stories of My Family's Journey to Freedom; and

WHEREAS, the book has received critical acclaim by historians and laymen alike; and

WHEREAS, the book is now the centerpiece of an exhibit at the Tennessee State Museum called The Slaves and Slaveholders of Wessyington Plantation; and

WHEREAS, Mr. Baker has conducted extensive research into his family's history and thereby enlightened all of us about the extraordinary contributions of these Robertson Countians of long ago,

NOW, THEREFORE, I, Howard R. Bradley, Mayor of Robertson County, do hereby proclaim February 24 – March 3, 2014

John F. Baker, Jr. and Wessyington Remembrance Week

In Robertson County, Tennessee, and salute Mr. Baker for his lasting contribution to our community.

Done this day, February 24, 2014 in Robertson County, Tennessee.

REPORTS

The following reports were received, filed and approved by voice vote on motion by Commissioner Jones and second by Commissioner Gregory: Animal Control, Veteran Services, Trustee, Fire Service, Emergency Management Agency, Planning and Zoning, Inmate Expense, Library, Solid Waste, Finance and Highway.

Mayor Bradley announced roll call would now be taken for the meeting.

A roll call was taken and the following County Commissioners were present to-wit: Adcock, Baggett, Bowens, Brown, Couts, Dorris, Dugger, Eden, Farmer, Garner, Gray, Gregory, Haley, Jackson, Jones, Moore, Ray, Spears, Stubblefield, Vogle and Wilson. Commission DiOrio was absent.

ELECTIONS AND APPOINTMENTS

There were no elections or appointments at this meeting.

REZONING RESOLUTIONS PUBLIC HEARING

A public hearing was held. There being no comment the public hearing was closed at this time.

REZONING RESOLUTIONS

REZONE WILLIAM F. JONES PROPERTY

Resolution number 022414017 a resolution to rezone William F. Jones property from I-1 (General Industrial District) to AG-2 (Agricultural/Residential District) was presented. Commissioner Baggett made motion to approve and second by Commissioner Adcock. Motion approved by roll call vote. (Resolution and Roll Call included)

REZONE BAILEY LEO MAYS PROPERTY

Resolution number 022414018 a resolution to rezone Bailey Leo Mays property from AG-2 (Agricultural/Residential District) to R-40 (Low Density Residential District) was presented. Commissioner Vogle made motion to approve and second by Commissioner Dorris. Motion approved by roll call vote. (Resolution and Roll Call included)

REZONE LESLIE COPE PROPERTY

Resolution number 022414019 a resolution to rezone Leslie Cope property from A-2 (Agricultural/Residential District) and I-1 (General Industrial District) to C-1 (Suburban Commercial District) was presented. Commissioner Vogle made motion to approve and second by Commissioner Eden. Motion approved by roll call vote. (Resolution and Roll Call included)

NEW RESOLUTIONS

AMEND BUDGET FOR YEAR ENDING JUNE 30, 2014 (Drug Court)

Resolution number 022414020 a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2014 was presented. Commissioner Adcock made motion to approve and second by Commissioner Jackson. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET FOR YEAR ENDING JUNE 30, 2014 (County Clerk)

Resolution number 022414021 a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2014 was presented. Commissioner Adcock made motion to approve and second by Commissioner Farmer. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET FOR YEAR ENDING JUNE 30, 2014 (Health Department)

Resolution number 022414022 a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2014 was presented. Commissioner Adcock made motion to approve and second by Commissioner Eden. Motion was approved by roll call vote. (Resolution and Roll Call included)

OLD BUSINESS

SECOND READING OF RESOLUTION

AMEND BUDGET FOR YEAR ENDING JUNE 30, 2014 (EMA)

Resolution number 012714004 a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2014 was presented. Commissioner Adcock made motion to approve and second by Commissioner Wilson. Motion was approved by roll call vote. (Resolution and Roll Call included)

NEW BUSINESS

COUNTY OFFICE BUILDING PHONE SYSTEM

Resolution number 022414023 a resolution to approve lease purchase and option agreement for the County Office Building phone system was presented. Commissioner Adcock made motion to approve and second by Commissioner Garner. Commissioner Brown made motion to make Clyde Richert, County Attorney, a member of this body and second by Commissioner Moore. Motion approved by voice vote. Richert explained sections of the contract and answered questions from Commissioners. Motion approved by roll call vote. (Resolution and Roll Call included)

ROBERTSON COUNTY READS PROGRAM

Resolution number 022414024 a resolution to approve a one time $5,000.00 donation to the Reads Program was presented. Commissioner Adcock made motion to approve and

second by Commissioner Haley. Motion approved by roll call vote. (Resolution and Roll Call included)

ELECTION OF NOTARIES

The following were elected to the office of Notary Public on motion of Commissioner Jones and second by Commissioner Dorris: Anna C. Bellamy, Andrew C. Bixby, Christy Lynn Cioffi, Melody DiOrio, Karla J. Dowlen, Jacqueline Annette Eden, Terina Garrison, Ronald H. Garrison, Melissa Gieg, Sarah Kay Gleespen, Heather L. Gunn, Heather Hudson, Gwendolous D. Martin, Kendra Ann Monfette, Anna M. Pegram, Gayle Perks, Denise M. Sprouse, Judy Suter, Janet C. Treen and Mellody S. Webb.

There being no further business, the meeting adjourned on motion by Commissioner Vogle and second by Commissioner Couts. Motion approved by voice vote.

Howard R. Bradley, County Mayor

Susan K. Atchley, County Clerk

Date and Time of New Session: 2_24_2014 7_24_00 PM

Beginning Roll Call for New Session:

Chair Bradley	is present	
Adcock	is present	
Baggett	is present	
Bowens	is present	
Brown	is present	
Couts	is present	
DiOrio	is	Absent
Dorris	is present	
Dugger	is present	
Eden	is present	
Farmer	is present	
Garner	is present	
Gray	is present	
Gregory	is present	
Haley	is present	
Jackson	is present	
Jones	is present	
Moore	is present	
Ray	is present	
Spears	is present	
Stubblefield	is present	
Vogle	is present	
Wilson	is present	

Number of Voters PRESENT for Roll Call: 22
Number of Voters ABSENT for Roll Call: 1

Resolution No.022414017

A RESOLUTION TO REZONE A TRACT OF LAND
FROM ***I-1 (General Industrial District) to***
AG-2 (Agricultural/Residential District)

Mr. William F. Jones

WHEREAS, Mr. William F. Jones requests to rezone ***5.02*** acres of land located on Cross Plains Road, 15th Civil District (2nd Voting District), for agricultural development, and,

WHEREAS, the Robertson County Planning Commission has evaluated and recommends approval of this request;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ROBERTSON COUNTY, TENNESSEE that 5.02 acres of land owned by Mr. William F. Jones is hereby rezoned from ***I-1 (General Industrial District) to AG-2 (Agricultural/Residential District),*** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an iron pin (new), said iron pin being located from an iron pin (old), a corner of a tract of land which belongs to Herbert S. Lord, Jr., having a deed reference in Record Book 1224, Page 360, RORCT,N 33°47'52" W, 521.37 feet, to the point of beginning, the southwest corner of this tract, and continuing with a new line, as follows: N 34°09'27" E, 182.32 feet to an iron pin (new);thence, N 79°59'06" E, 102.46 feet to an iron pin (new);thence, S 57°07'19" E, 152.70 feet to an iron pin (new);thence, S 55°13'38" E, 527.23 feet to an iron pin (new);thence, S 29°14'51" W, 277.09 feet to an iron pin (new);thence, N 63° 18'43" W, 332.45 feet to an iron pin (new);thence, N 38°26'01" W, 91.43 feet to an iron pin (new);thence, N 49°11'37" W, 218.97 feet to an iron pin (new);thence, N 49°47'47" W, 143.50 feet, to the point of beginning, containing ***5.02 acres.***

This resolution shall be in force immediately after its passage the public welfare demanding it.

Approved and adopted by the Board of County Commissioners.

February 24, 2014
Date

Robertson County Mayor

Robertson County Clerk

8-0

Planning & Zoning

1

Baggett Requested a Motion at: 7_27_47 PM
Adcock Seconded the Motion at: 7_27_47 PM

RESOLUTION 022414017 A RESOLUTION TO REZONE A TRACK OF LAND FROM I-1 (GENERAL INDUSTRIAL DISTRICT) TO AG-2 (AGRICULTURAL/RESIDENTIAL DISTRICT) WILLIAM F. JONES

Time of Vote: 7_28_33 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote		
Adcock voted:	Y	
Baggett voted:	Y	
Bowens voted:	Y	
Brown voted:	Y	
Couts voted:	Y	
DiOrio was		Absent
Dorris voted:	Y	
Dugger voted:	Y	
Eden voted:	Y	
Farmer voted:	Y	
Garner voted:	Y	
Gray voted:	Y	
Gregory voted:	Y	
Haley voted:	Y	
Jackson voted:	Y	
Jones voted:	Y	
Moore voted:	Y	
Ray voted:		N
Spears voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 1 N - 1 Absent)

Resolution No. 022414018

A RESOLUTION TO REZONE A TRACT OF LAND
FROM ***AG-2 (Agricultural/Residential District) to***
R-40 (Low Density Residential District)

Mr. Bailey Leo Mays

WHEREAS, Mr. Bailey Leo Mays requests to rezone ***2.47*** acres of land located on Kinneys Road and South Main Street, 8th Civil District (7th Voting District), for residential development, and,

WHEREAS, the Robertson County Planning Commission has evaluated and recommends approval of this request;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ROBERTSON COUNTY, TENNESSEE that ***2.47*** acres of land owned by Mr. Bailey Leo Mays is hereby rezoned from ***AG-2 (Agricultural/Residential District) to R-40 (Low Density Residential District),*** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an iron pin (old), in the westerly margin of South Main Street, the southeast corner of a tract of land which belongs to Bailey Leo Mays, having a deed reference in Record Book 1476, Page 409, RORCT, the northeast corner of this tract and continuing with the westerly margin of South Main Street, as follows: with a curve to the right, having a radius of 579.48 feet, an arc distance of 360.46 feet, and a chord bearing and distance of S 24°54'18" W, 354.67 feet; thence, S 42°43'30" W, 279.72 feet to an iron pin (new), at the intersection of the westerly margin of South Main Street, and the northerly margin of Kinneys Road; thence, N 81°17'08" W, 19.25 feet to an iron pin (new), in the northerly margin of Kinneys Road; thence with a new line, N 06°11'14" E, 559.27 feet to an iron pin (old), the southwest corner of said tract of land which belongs to Bailey Leo Mays; thence, S 83°55'00" E, 299.59 feet, to the point of beginning, containing **2.47 acres.**

This resolution shall be in force immediately after its passage the public welfare demanding it.

Approved and adopted by the Board of County Commissioners.

February 24, 2014
Date

Robertson County Mayor

Dawn K. Atchley
Robertson County Clerk

8-0

Planning & Zoning

Vogle Requested a Motion at: 7_28_45 PM
Dorris Seconded the Motion at: 7_28_45 PM

RESOLUTION 022414018 A RESOLUTION TO REZONE A TRACK OF LAND FROM AG-2 (AGRICULTURAL/RESIDENTIAL DISTRICT) TO R-40 (LOW DENSITY RESIDENTIAL DISTRICT) BAILEY LEO MAYS

Time of Vote: 7_29_16 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote		
Adcock voted:	Y	
Baggett voted:	Y	
Bowens voted:	Y	
Brown voted:	Y	
Couts voted:	Y	
DiOrio was		Absent
Dorris voted:	Y	
Dugger voted:	Y	
Eden voted:	Y	
Farmer voted:	Y	
Garner voted:	Y	
Gray voted:	Y	
Gregory voted:	Y	
Haley voted:	Y	
Jackson voted:	Y	
Jones voted:	Y	
Moore voted:	Y	
Ray voted:	Y	
Spears voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (21 Y - 0 N - 1 Absent)

Resolution No. 022414019

A RESOLUTION TO REZONE A TRACT OF LAND
FROM ***AG-2 (Agricultural/Residential District) and***
I-1 (General Industrial District) to
C-1 (Suburban Commercial District)

Mr. Leslie Cope

WHEREAS, Mr. Leslie Cope requests to rezone ***5.03*** acres of land located on U. S. Highway 431North, 9th Civil District (8th Voting District), for commercial development, and,

WHEREAS, the Robertson County Planning Commission has evaluated and recommends approval of this request;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ROBERTSON COUNTY, TENNESSEE that ***5.03 acres*** of land owned by Mr. Leslie Cope is hereby rezoned from ***AG-2 (Agricultural/Residential) and I-1 (General/Industrial District) to C-1 (Suburban Commercial District),*** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an existing iron pin in the easterly margin of the right of way for U.S. Highway 431, a corner to John W. Bottoms, Jr., trustee, Deed Book 291, Page 317 Register's Office for Robertson County, Tennessee; thence with said margin N 02° 40' 31" W, 65.49 feet to an iron pin; thence around a curve to the right with delta of 04° 34' 25", radius of 3794.72 feet, length of 302.90 feet, tangent of 151.53 feet and chord of N 00° 23' 21" W, 302.82 feet for an arc distance of 302.90 feet to an iron pin set at the southwest corner of Tract No. 2 on said survey; thence leaving said margin and with the south line of said tract S 87° 23' 29" E, 667.50 feet to an iron pin set at the northwest corner of Tract No. 4 on said survey; thence with the west line of said tract , S 21° 27' 03" W, 388.44 feet to an iron pin; thence with the Bottom's north line N 87° 23' 29" W, 520.18 feet to the point of beginning and containing ***5.035 acres.***

This resolution shall be in force immediately after its passage the public welfare demanding it.

Approved and adopted by the Board of County Commissioners.

February 24, 2014
Date

Robertson County Mayor

Susan B. Atchley
Robertson County Clerk

Planning & Zoning

8-0

Vogle Requested a Motion at: 7_29_29 PM
Eden Seconded the Motion at: 7_29_29 PM

RESOLUTION 022414019 A RESOLUTION TO REZONE A TRACK OF LAND FROM AG-2 (AGRICULTURAL/RESIDENTIAL DISTRICT) AND I-1 (GENERAL INDUSTRIAL DISTRICT) TO C-1 (SURBURBAN COMMERICAL DISTRICT) LESLIE COPE

Time of Vote: 7_30_01 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote		
Adcock voted:	Y	
Baggett voted:	Y	
Bowens voted:	Y	
Brown voted:	Y	
Couts voted:	Y	
DiOrio was		Absent
Dorris voted:	Y	
Dugger voted:	Y	
Eden voted:	Y	
Farmer voted:	Y	
Garner voted:	Y	
Gray voted:	Y	
Gregory voted:	Y	
Haley voted:	Y	
Jackson voted:	Y	
Jones voted:	Y	
Moore voted:	Y	
Ray voted:	Y	
Spears voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (21 Y - 0 N - 1 Absent)

RESOLUTION NO. 022414020

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2014 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
Drug Court	Consultants - Professional Fees	53330-308	(5,000)
Drug Court	Overtime Pay	53330-187	4,380
Drug Court	Social Security Tax	53330-201	272
Drug Court	State Retirement	53330-204	284
Drug Court	Medicare Tax	53330-212	64
Total Expense Amendment			0
Total Fund Balance Amendment			0

Duly passed and approved this 24th day of February 2014.

County Commissioner

County Mayor

ATTEST:

County Clerk

Adcock Requested a Motion at: 7_30_28 PM
Jackson Seconded the Motion at: 7_30_28 PM

RESOLUTION 022414020 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014 (DRUG COURT)

Time of Vote: 7_30_54 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote		
Adcock voted:	Y	
Baggett voted:	Y	
Bowens voted:	Y	
Brown voted:	Y	
Couts voted:	Y	
DiOrio was		Absent
Dorris voted:	Y	
Dugger voted:	Y	
Eden voted:	Y	
Farmer voted:	Y	
Garner voted:	Y	
Gray voted:	Y	
Gregory voted:	Y	
Haley voted:	Y	
Jackson voted:	Y	
Jones voted:	Y	
Moore voted:	Y	
Ray voted:	Y	
Spears voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (21 Y - 0 N - 1Absent)

RESOLUTION NO. 022414021

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2014 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
County Clerk	Other Charges Computers-Reserve	52500-599-301	3,500
County Clerk Computer Reserve	Reduce Co Clerk Restricted Reserve	34510-CoClk	(3,500)
Total Expense Amendment			0
Total Fund Balance Amendment			0

Duly passed and approved this 24th day of February, 2014.

County Commissioner

County Mayor

ATTEST:

County Clerk

Adcock Requested a Motion at: 7_31_10 PM
Farmer Seconded the Motion at: 7_31_10 PM

RESOLUTION 022414021 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014 (COUNTY CLERK)

Time of Vote: 7_31_43 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote		
Adcock voted:	Y	
Baggett voted:	Y	
Bowens voted:	Y	
Brown voted:	Y	
Couts voted:	Y	
DiOrio was		Absent
Dorris voted:	Y	
Dugger voted:	Y	
Eden voted:	Y	
Farmer voted:	Y	
Garner voted:	Y	
Gray voted:	Y	
Gregory voted:	Y	
Haley voted:	Y	
Jackson voted:	Y	
Jones voted:	Y	
Moore voted:	Y	
Ray voted:	Y	
Spears voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (21 Y - 0 N - 1 Absent)

RESOLUTION NO. 022414022

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2014 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
State of Tennessee	Other State Revenues	46990	11,738
Total Revenue Amendment	Savings of State Revenues		11,738
Expense Amendments			
Health Department	Various Capital Outlay	55110-799	11,738
Total Expense Amendment	Improvements - Health Dept Bldg		11,738
Total Fund Balance Amendment			0

Duly passed and approved this 24th day of February, 2014.

County Commissioner

County Mayor

ATTEST:

County Clerk

Adcock	Requested a Motion at: 7_31_56 PM
Eden	Seconded the Motion at: 7_31_56 PM

RESOLUTION 022414022 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014 (HEALTH DEPT. BUILDING)

Time of Vote: 7_32_37 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote		
Adcock voted:	Y	
Baggett voted:	Y	
Bowens voted:	Y	
Brown voted:	Y	
Couts voted:	Y	
DiOrio was		Absent
Dorris voted:	Y	
Dugger voted:	Y	
Eden voted:	Y	
Farmer voted:	Y	
Garner voted:	Y	
Gray voted:	Y	
Gregory voted:	Y	
Haley voted:	Y	
Jackson voted:	Y	
Jones voted:	Y	
Moore voted:	Y	
Ray voted:	Y	
Spears voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (21 Y - 0 N - 1 Absent)

RESOLUTION NO. 012714 004

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2014 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
Emergency Management/Safety	Clerical/Assistant EMA Director	54410-162	17,000
Emergency Management/Safety	Social Security Tax	54410-201	1,053
Emergency Management/Safety	State Retirement	54410-204	1,101
Emergency Management/Safety	Medicare Tax	54410-212	246
Emergency Management/Safety	Communication-Comp/Radio/Phone	54410-307	400
Emergency Management/Safety	Gasoline	54410-425	400
Emergency Management/Safety	Training & Related Travel	54410-524	500
Emergency Management/Safety	Other Charges-Uniforms	54410-599	600
Total Expense Amendment			21,300
Total Fund Balance Amendment			(21,300)

Duly passed and approved this 27th day of January, 2014.

County Commissioner

County Mayor

Duly passed and approved this 24th day of February, 2014.

County Commissioner

County Mayor

ATTEST:

County Clerk

Adcock Requested a Motion at: 7_33_11 PM
Wilson Seconded the Motion at: 7_33_11 PM

RESOLUTION 012714004 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014 (EMA DIRECTOR)

Time of Vote: 7_33_40 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote		
Adcock voted:	Y	
Baggett voted:	Y	
Bowens voted:	Y	
Brown voted:	Y	
Couts voted:	Y	
DiOrio was		Absent
Dorris voted:	Y	
Dugger voted:	Y	
Eden voted:	Y	
Farmer voted:	Y	
Garner voted:	Y	
Gray voted:	Y	
Gregory voted:	Y	
Haley voted:	Y	
Jackson voted:	Y	
Jones voted:	Y	
Moore voted:	Y	
Ray voted:	Y	
Spears voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (21 Y - 0 N - 1 Absent)

RESOLUTION NO. 022414023

RESOLUTION TO APPROVE LEASE - PURCHASE AND OPTION AGREEMENT FOR COUNTY OFFICE BUILDING PHONE SYSTEM

WHEREAS, Robertson County, Tennessee ("the County") would like to replace its existing phone system in the County office building with a new phone system; and

WHEREAS, the County has received a price figure from Southeastern Telecom based upon a lease purchase concept for $70,527, including a maintenance agreement, payable at the rate of $1,371.04 per month for 60 months, a copy of that proposal with equipment listing attached as Exhibit "A"; and

WHEREAS, it is proposed that this lease – purchase agreement be financed by a separate "Municipal Lease and Option Agreement" with NEC Financial Services, Inc. based upon a 60 month lease as set forth herein and as described in that document attached as Exhibit "B" hereto; and

WHEREAS, it is believed that the purchase of this equipment through this Lease Agreement is in the best interest of the County and the purpose of this Resolution is to so approve and to authorize the County Mayor to sign these documents on behalf of Robertson County;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 24th day of February, 2014, that the terms of this Purchase Agreement and Municipal Lease and Option Agreement are approved and that the County Mayor is hereby authorized to sign the attached agreements.

EXHIBIT

tabbies

A

Project Investment

SeTeL Southeastern Telecom

Robertson County Government
ScheduleA-New Sales Order-Itemization of Equip.
UNIVERGE SV8300 Upgrade
January 29, 2014

Installation Address:
523 South Brown Street
Springfield, Tn 37172

Equipment Schedule *4*

Qty.	System Equipment	Description
1	SV8300 SIP BASIC PLUS PKG	Chassis's, CPU, Bus, 128IPLA, App. CD
2	CHS2U-US	19" 2U Chassis & Power Supply
1	SV8300 REMOTE-PLUS PACKAGE (12	SV8300 Plus Package (128)
2	PZ-BS11	BUS Interface Blade
1	PZ-VM21	SV8100 In-Mail/Modem/VRS Blade
1	CD-8DLCA	8 Port Digital Sta. Interface Blade
12	CD-16DLCA	16 Port Sta. Interface Blade
2	CD-4COTB	4 Port COT Interface Blade
2	PZ-4COTF	4 Port COT Interface Daughter Blade
4	CD-8LCA	8 Port Analog Interface Blade
3	PZ-8LCE	8 Port Analog Interface Daughter Blade
3	CD-PRTA	T1/PRI (1.5M) Interface Blade
4	CHS2U JOINT BRACKET KIT.	Rack Mnt. Upper Brackets for 2U Chassis.
2	CHS1U RACK MOUNT KIT	Rack mount set for 1U Chassis
4	CHS2U RACK MOUNT KIT	Rack Mount set for 2U Chassis
1	RS CONSOLE CA-A	MAT (PC Pro) Cable – 6.6 ft.
1	RS RVS-4S CA-F	Direct-Connect – 13.1 ft. (Male)
1	RS RVS-4S CA-G	Direct-Connect – 13.1 ft. (Female)
13	INSTALLATION CABLE (MOD8 - 25	Install Cable (RJ61-25 Pr–15 ft)
2	CHS1U INT BATT KIT	Batt Mtg Kit, Batt Ca Int & Batt Set
4	CHS2U INT BATT KIT	Batt Mtg Kit, Batt Ca Int & Batt Set
236	LS-SYS-PORT CAPACITY-LIC	System Port Capacity Lic.
7	LS-SYS-IPPAD16-LIC	Each VoIP PAD Lic. activates 16 VoIP
1	LS-SYS-R9-LIC	SV8300 Release 9 System License
1	SV8300 SN-716 DESK CON-C	SV8300 SN-716 Attendant Console
1	SV8300 SN536 DCHST A-A	SV8300 SN-716 Cable
1	AC-L UNIT	Power Supply
1	MNT SINGLE YEAR CONTRACT	NEC Software Assurance Plan
75	SV81/83 SW PREMIUM APS	UNIV SV8100 / SV8300 Software Assurance Plan
1	OEM Conversion, CX to UM8700	UM8700 Conversion
1	UM8700 - Upgrade via SWA	UM8700 Upgrade
1	12 PORT, D120JCT-LS (PCIe)	12 Port Dialogic Blade
1	DELL R5500 HEX OEM (2U) - UM8700	UM8700 Server
194	UM8700 SWA Reinstate	UM8700 SWA Reinstatement Fee
1	UM8700 SWA-PORTS, OPTIONS - 1 YEAR	NEC Software Assurance Plan
97	MNT UM/UNIVERGE PREMIUM SW APS	UM/NEAXMail Software Assurance

Southeastern Telecom

NEC Unified Solutions, Inc

Customer _____ Date _____

Sales _____ Date _____

Project Investment

Robertson County Government
ScheduleA-New Sales Order-Itemization of Equip.
UNIVERGE SV8300 Upgrade
January 29, 2014

Installation Address:
523 South Brown Street
Springfield, Tn 37172

Services / Warranties

Installation / End User Training	*System Installation / Training*
Cabling	*Customer Provided Cabling and Protection*
SeTeL Warranty	*SV8300 1 Year Parts & Labor Warranty on the above listed Equip.*

Sub Total:	**$80,826.00**
SeTeL/Manufacture System Discount:	$28,550.00
Total System Investment (plus applicable taxes):	**$52,276.00**
Pricing is Valid for 30 days from Proposal date.	
OPTION 2:	
ADD - 5 Year Parts & SWA Coverage	**$18,251.00**
Total System plus *(5 Year Parts & SWA warranty)*	**$70,527.00**
60 Month Lease Pricing	~~$1,396.44~~ 1,321.04 **per month**
Current SeTel Existing Maintenance today *(This goes away)*	**$907.00 per month**

(a) __50__% of Purchase Price upon Execution of this Agreement;
(b) __50__% of Purchase Price, plus applicable taxes, due upon delivery of Equipment;

Southeastern Telecom

Customer _____ Date _____

Sales _____ Date _____

Robertson County Government
ScheduleA-New Sales Order-Itemization of Equip.
UNIVERGE SV8300 Upgrade
January 29, 2014

Installation Address:
523 South Brown Street
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Remarks

Software Support will provide to the customer new versions of the system software including hot fixes, "point" upgrades and full version upgrades of all system software purchased for this system for the duration of the support plan. Upgrades do not include migration from one product family to another System Platform. SeTeL is not responsible under the terms of this agreement for any hardware necessary to accomplish this upgrade.

Please note: The actual Software upgrade is provided by Southeastern Telecom. Inc. (SeTeL) at our predefined Moves, Adds or Change (MAC) Rates.

A SeTeL Pre-Sale Data Assessment is required for the VoIP/LAN/UM Applications prior to the Final Proposal Signatures

The Customer is to provide an appropriate location for the equipment, Dedicated Electrical Service, UPS, Inside Wiring from the MDF to the Desktop. If Applicable, the Data Network Connectivity, Equipment, QOS, PoE Switches. Anti-Virus Software and Microsoft Service Pack releases must be approved by the Applications Provider prior to being installed by the Customer.

The pricing (in US Dollars and do not include taxes) presented herein is NONBINDING Budgetary Pricing and is subject to changes in price, scope or interpretation without notice. Any final project (Project), to which the parties may agree shall be created and signed by both parties without any reference to this Budgetary Pricing.

An Agreed upon Scope of Work will be developed to define the Responsibilities for the Customer, SeTeL and Third Party Vendors. Delays incurred as a result of the unavailability of information, Customer, or Customers Vendor-provided equipment, software, service, or personnel will be billed in addition to the above stated cost at the predefined Southeastern Telecom (SeTeL) Moves, Adds or Change (MAC) Rates. Any other modifications to the agreed upon Scope of Work may result in additional costs being incurred by the customer.

"Database Disclaimer" - The customer is responsible for maintaining and storing their own database. This would include all phone systems and servers. If there is a loss of database for any reason, SeTeL will re-load a customer provided database at current time and material rates. This would apply to all customers including contracted ones. If the database backup is not provided, corrupted or "out of date" and requires extensive reprogramming, then SeTeL will reprogram the database at the stated cost at the predefined Southeastern Telecom (SeTeL) Moves, Adds or Change (MAC) Rates.

NON-DISCLOSURE COVENANT
This proposal and its contents have been prepared for the express purpose of allowing your company to evaluate the products and services of Southeastern Telecom, Inc. This proposal contains proprietary product and price information, which will facilitate your company's evaluation. Because of the nature of the contents, neither the proposal nor any of the information in it may be reproduced, used by, or disclosed to persons not employed by your company without the prior written consent of Southeastern Telecom, Inc., and upon our request, this information in its entirety must be returned.

The pricing presented herein is subject to changes in equipment, price, scope or interpretation without notice.
Any final project (Project), to which the parties may agree shall be created and signed by both parties without any reference to this Pricing.

Robertson County Government
ScheduleA-New Sales Order-Itemization of Equip.
UNIVERGE SV8300 Upgrade
January 29, 2014

Installation Address:
523 South Brown Street
Springfield, Tn 37172

SV8300 POWER REQUIREMENTS

A dedicated 120VAC 60 Hz circuit located within seven feet of the chassis is required. A separate dedicated outlet for each chassis should be installed.

Power Supply Specifications
AC Power Supply:
- Dedicated 15 Amp circuit
- Power Requirements: 120 VAC @ 15A Controlling/Base Chassis
- Power Consumption: Base Chassis=324VA, Expansion Chassis=324VA, total 1296VA

Input Voltage: 90VAC to 264VAC
(Rated Voltage: 100VAC/120VAC/220VAC - 240VAC)
Frequency: 45Hz - 66Hz (Rated frequency: 50/60Hz)
Phase and Wire: Single Phase, 2 Line + PE Type
Grounding Requirements: No. 14 AWG copper wire
Feeding Voltage: Dterm/OPX/DID: -48V
SLT: 25mA / -28V

With input voltage of 120 VAC and with full load conditions:
Output Power: Base Chassis=136W, Expansion Chassis=136W, total 544W
AC Input I: Base Chassis=2.7A, Expansion Chassis=2.7A, total 10.8A
VA @ 120V: Base Chassis=324VA, Expansion Chassis=324VA, total 1296VA
KWh @ AC Input I x 120V/1000: Base Chassis=0.324 KWh, Expansion Chassis=0.324 KWh, total 1.296 KWh
BTU (KWh x 3413): Base Chassis=1106 BTU, Expansion Chassis=1106 BTU, total 4424 BTU

ENVIRONMENTAL CONDITIONS
Temperature and Humidity
Chassis, Telephones, 16LK, Console, ADA, APR
Operating Temperature: +32°F ~ +104°F (0°C ~ 40°C)
Recommended Long Term Temperature: -4°F ~ +140°F (-20°C ~ 60°C)
Operating Humidity: 10 ~ 90% RH (non-condensing)
Recommended Long Term Humidity: 10 ~ 90% RH

EXHIBIT
tabbies
B

Municipal Lease And Option Agreement

DATED: February 7, 2014

LESSOR: NEC FINANCIAL SERVICES, LLC
250 PEHLE AVENUE, SUITE 704
SADDLE BROOK, NJ 07663-5806

LESSEE: COUNTY OF ROBERTSON, TENNESSEE
523 SOUTH BROWN STREET
SPRINGFIELD, TN 37172

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment hereinafter described ("Equipment") in accordance with the following terms and conditions of this Municipal Lease and Option Agreement ("Agreement") which shall be governed by and construed in accordance with the laws of the state of the Equipment Location described below ("State").

DESCRIPTION OF EQUIPMENT

(1) NEC SV8300 System, together with all accessories, additions and attachments thereto, replacements and substitutions therefore and all proceeds thereof, now owned or hereinafter acquired.

LOCATION OF EQUIPMENT

523 South Brown Street Springfield TN 37172

RENTAL PAYMENTS

Rental Payment Periods shall be monthly. Rental Payments shall be made in accordance with Section 6.02 and the Schedule of Rental Payments attached hereto as Exhibit A. The maximum Lease Term of this Agreement is 60 months. The first payment will be due on April 15, 2014.

ESSENTIAL USE CERTIFICATE

1. The Equipment will be used by the Lessee for the following governmental purpose of telecommunications.

2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.

TERMS AND CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THESE 6 PAGES SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date written above.

(LESSOR)

NEC Financial Services, LLC

By: _____

Title: _____

(SEAL if applicable)

(LESSEE)

COUNTY OF ROBERTSON, TENNESSEE

By: _____

Title: _____

ATTEST: _____

Title: _____

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from _____ to _____.

Dated: _____ By: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Municipal Lease and Option Agreement (the "Agreement") dated February 7, 2014 by and between Lessor and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a State or fully constituted political subdivision or agency of the State of the Equipment Location described above; (ii) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Printed Name: _____ Dated: _____

Address: _____ Signature: _____

_____

Telephone No.: _____

ARTICLE I
COVENANTS OF LESSEE

Section 1.01. **Covenants of Lessee.** Lessee represents covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution of the laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Lease Term.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and, when subjected to use by Lessee under this Agreement, will not be or become fixtures.

(i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee will submit to the Secretary of the Treasury an information reporting statement, Form 8038G or 8038GC as applicable, at the time and in the form required by the Code and Regulations. In the event that Lessee should fail to perform its obligations under this Section (i) and the interest component of any Lease Payment received by Lessor should be determined to be includable in gross income of Lessor for federal income tax purposes, then Lessee shall pay to Lessor as additional rent hereunder such amount as is necessary to return to Lessor an after-tax yield equal to Lessor's tax-exempt yield with respect to such Rental Payment and to reimburse Lessor for all penalties, interest, costs, fees and administrative and other expenses (including reasonable legal fees) incurred with respect thereto.

(j) */Initial if applicable* _____/ Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed $10,000,000. Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501 (c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(k) Upon request Lessee will, with reasonable promptness, provide Lessor with copies of Lessee's current year-end and quarterly financial statements (prepared in accordance with generally accepted accounting principles, consistently applied) in form and content satisfactory to Lessor.

ARTICLE II
DEFINITIONS

Section 2.01. **Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"Agreement" means this Municipal Lease and Option Agreement with its Exhibits.

"Code" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"Equipment" means the property described and which is the subject of this Agreement.

"Lease Term" means the period beginning with the Commencement Date and continuing until terminated as outlined in Section 4.01.

"Purchase Price" means the amount set forth and so titled which Lessee may pay to Lessor to purchase the Equipment as provided under Section 11.01.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

ARTICLE III
LEASE OF EQUIPMENT

Section 3.01. **Lease of Equipment.** Lessor hereby demises leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV
LEASE TERM

Section 4.01. **Lease Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Lease Term. The Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment under Articles X or VI; (b) Lessor's election to terminate this Agreement upon a default under Article XII; (c) the payment by Lessee of all sums required to be paid by Lessee hereunder; or (d) the occurrence of an Event of Nonappropriation in accordance with Article VI, Section 6.05.

ARTICLE V
ENJOYMENT OF EQUIPMENT

Section 5.01. **Quiet Enjoyment.** Lessor hereby agrees not to interfere with Lessee's quiet use and enjoyment of the Equipment so long as Lessee is not in default hereunder.

Section 5.02. **Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Right of Inspection.** During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into and upon the property of the Lessee for the purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties.** Lessee's warranties are contained in the agreement between the manufacturer and COUNTY OF ROBERTSON, TENNESSEE . LESSOR AND/OR LESSOR'S ASSIGNEE (S) MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR AND/OR LESSOR'S ASSIGNEE (S), THE LESSEE LEASES THE EQUIPMENT "AS IS". In no event shall the Lessor and/or Lessor's Assignee(s) be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendors Warranties.** Lessee may assert claims and rights that the Lessor may have against any Vendor of any portion of the Equipment.

ARTICLE VI
RENTAL PAYMENTS

Section 6.01. **Rental Payments to Constitute a Current Expense of Lessee.** The obligation of the Lessee to pay Rental Payments to Lessor due and owing during the current fiscal year of the Lessee under this Agreement is a current expense of the Lessee and not a debt of the Lessee in contravention of any applicable limitations or requirements. Obligations becoming due and owing in subsequent fiscal years of the Lessee for the fiscal year during which they are incurred, but shall not be current expenses of the Lessee during the current fiscal year in which this Agreement is executed. Nothing contained herein shall constitute a pledge of the general tax revenues, funds or moneys of the Lessee.

Section 6.02. **Rental Payments.** Lessee shall pay Rental Payments from legally available funds, in lawful money of the United States of America to Lessor, in the amounts and on the payment dates set forth on the Payment Schedule attached hereto as Exhibit A. If we do not receive any Rental Payment or any other amount due from you when due, you agree to pay us a late charge equal to Twenty Five Dollars ($25.00) or ten percent (10%) of the amount not paid on time for each month payment is not received by us, whichever amount is higher. If we are not legally permitted to charge this amount, you agree to pay us the maximum amount permitted by law.

Section 6.03. **Rental Payments to be Unconditional.** The obligations of Lessee to make Rental Payments, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, including the discontinuance of any grant moneys expected by Lessee, except as expressly provided under this Agreement, notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person. Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this

Agreement.

Section 6.04. **Continuation of Lease Term by Lessee.** Lessee intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made.

Section 6.05. **Nonappropriation.** If (a) sufficient funds are not appropriated for Rental Payments due in any fiscal year and (b) the Lessee shall have at such time no funds duly authorized for the Rental Payments or other amounts payable hereunder from other sources, an Event of Nonappropriation shall be deemed to have occurred. The Lessee shall promptly deliver notice thereof to the Lessor. Upon the occurrence of an Event of Nonappropriation, the Lessee agrees that the Lessor may reclaim possession of the Equipment. Lessee agrees peaceably to deliver the Equipment and title thereto to Lessor at a reasonable location specified by Lessor, all at Lessee's expense.

Section 6.06. **Nonsubstitution.** If an Event of Nonappropriation occurs, the Lessee hereby agrees, to the extent permitted by law and subject to applicable public policy, not to purchase, lease, or rent equipment performing functions similar to those performed by the Equipment for the remainder of the then current fiscal year of the Lessee.

ARTICLE VII
TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01. **Title to the Equipment.** During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to Lessor's rights upon an Event of Default or an Event of Nonappropriation.

Section 7.02. **Security Interest.** As security for its obligations hereunder Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee will cooperate fully with Lessor (or any assignee of Lessor pursuant to Section 11.01) for the purpose of carrying out the intent and purposes hereof and to protect the interests of Lessor in the Equipment, this Lease and the sums due and to become due under and in connection with this Lease, including, without limitation, the execution of all Uniform Commercial Code financing statements requested by Lessor. Lessor is hereby authorized, to the extent permitted by applicable law, to file one or more Uniform Commercial Code financing statements, whether precautionary or otherwise, as appropriate, disclosing Lessor's interest in the Equipment, this Lease, the sums due under and/or in connection with this Lease and in any and all other collateral which secures Lessee's obligations to Lessor, without the signature of Lessee or signed by Lessor as Attorney-in Fact for Lessee. Lessee hereby irrevocably appoints Lessor (and any of Lessor's officers, employees or agents designated by Lessor) as Lessee's agent and Attorney-in-Fact, coupled with an interest, to do all things necessary to carry out the intent of this paragraph, including, without limitation, the execution and filing of all Uniform Commercial Code financing statements.

Section 7.03. **Liens and Encumbrances to Title.** Lessee shall promptly discharge any liens placed on the Equipment other than those created by Lessor.

ARTICLE VIII
MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. **Maintenance of Equipment by Lessee.** Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 8.02. **Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), government charges or utility charges and expenses, Lessee will pay all such taxes and charges as they come due. Lessee agrees to pay Lessor a documentation fee of $100.00 to cover Lessor's expense in processing this Lease and credit application.

Section 8.03. **Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least thirty days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 8.04. **Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation) to purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

Section 8.05. **Modifications.** Without the prior written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Equipment.

ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee, in their sole opinion, shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price,

if any, may be retained by Lessee.

ARTICLE X
OPTION TO PURCHASE

Section 10.01. **Purchase Rights.** Lessee shall be entitled to purchase the Equipment:

(a) Upon payment in full of all Rental Payments due hereunder and all other amounts due hereunder; or

(b) Provided there is no Event of Default hereunder and upon written notice delivered at least 30 days in advance, Lessee may purchase the Equipment on any rental payment date by paying to Lessor the Rental Payment then due, together with the applicable Purchase Price along with all other amounts then due hereunder.

ARTICLE XI
ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 11.01. **Assignment or Sale by Lessor.**

(a) This Agreement, and the obligations of Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by Lessor. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of said assignment. During the term of this Agreement, Lessee shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interests in the Equipment and in this Agreement.

(c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Equipment or the Rental Payments; or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

Section 11.02. **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03. **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State of TN, as they exist on the date of the execution of this Agreement, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, caused by or resulting from the acts or omissions of the Lessee, its agents, employees and representatives pursuant to this Agreement. Lessor shall protect, hold harmless and indemnify Lessee from and against any and all liability, obligations, losses, claims and damages whatsoever, caused by or resulting from the acts or omissions of the Lessor, its agents, employees and representatives pursuant to this Agreement. The indemnification arising under this paragraph shall survive the termination of this Agreement.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.01. **Events of Default.** The following constitute "Events of Default" under this Agreement:

(a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder when due; or

(b) Failure by the Lessee to maintain insurance on the Equipment in accordance with Article VIII Section 8.03 hereof; or

(c) Failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected: or

(d) Initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

The foregoing provisions of this Section are subject to the provisions of Article VI, Section 6.05, hereof.

Section 12.02. **Remedies On Default.** Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) Terminate this Agreement and retake possession of the Equipment wherever situated, and sell or lease, sublease or make other disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of Lessor; provided that Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Equipment and unpaid by Lessee during the current fiscal year.

Lessor shall apply the sale proceeds in the following manner:

FIRSTLY, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorneys' fees and expenses;

SECONDLY, to pay the Lessor (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due, from the next preceding due date of a Rental Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder;

THIRDLY, to pay the remainder of the sale proceeds purchase moneys or other amounts paid by a buyer of the Equipment, to the Lessee.

(b) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Agreement or to recover for the breach thereof; or

(c) Use or retake such portion of the Equipment as the Lessor, in its sole discretion, may decide.

All of the Lessee's right, title and interest in any Equipment the possession of which is retaken by the Lessor upon the occurrence of an Event of Default or Event of Nonappropriation shall terminate immediately upon such repossession.

Section 12.03. **Return of Equipment.** Upon an Event of Default, Lessee agrees to allow Lessor to recover the Equipment at Lessee's

sole cost and expense, in accordance with Article VI, Section 6.05.

Section 12.04. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 12.05. **Force Majeure.** If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI and Article VIII Section 8.03 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; act of public enemies, orders or restraints of any kind of the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 13.02. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. **Amendments.** All amendments hereto must be in writing.

Section 13.05. **Execution in Counterparts.** This Agreement may be executed in several counterparts.

Section 13.06. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of TN.

Section 13.07. **Captions.** The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature on Page 1 of its authorized representative acknowledges that it has read this Agreement understands it and agrees to be bound by its terms and conditions.

NEC NEC Financial Services

250 Pehle Avenue, Suite 704
Saddle Brook, New Jersey 07663-5806
Phone: 800-451-5361 • Fax: 800-451-5360

Certificate Of Acceptance

Lease Number: 100-87510
Schedule Number: 001

We hereby acknowledge receipt of the Equipment described in the above-referenced Lease (the "Equipment") and after full inspection of the Equipment have found it to be fully installed and in good working condition and satisfactory for all purposes of the applicable Lease Agreement or Lease Schedule we both signed. We hereby irrevocably authorize you to pay for and purchase the Equipment.

TO THE EXTENT THAT THE COST OF THE EQUIPMENT INCLUDES ANY MAINTENANCE/WARRANTY CONTRACT, WE CLEARLY UNDERSTAND AND AGREE THAT YOU HAVE NO RESPONSIBILITY TO US OR ANYONE ELSE IN CONJUNCTION WITH THE RESPONSIBILITIES AND OBLIGATIONS OF THE SUPPLIER WITH RESPECT TO THE MAINTENANCE/WARRANTY CONTRACT AND THAT YOU DO NOT AND WILL NOT ACCEPT ANY OBLIGATION OF ANY TYPE TO PERFORM ANY SERVICE, REPAIR, REPLACEMENT OR MAINTENANCE OF THE EQUIPMENT, AND THAT YOU ARE NOT A PARTY TO THE MAINTENANCE/WARRANTY CONTRACT. IN ALL CIRCUMSTANCES, WE UNDERSTAND AND AGREE THAT WE WILL ONLY SEEK TO HAVE THE SUPPLIER PERFORM UNDER THE MAINTENANCE/WARRANTY CONTRACT AND REGARDLESS OF ANY DISPUTE OR DISSATISFACTION WE MAY HAVE WITH THE SUPPLIER OR THEIR SERVICES, WE AGREE TO CONTINUE TO PAY YOU ALL THE RENTALS DUE UNDER THE AGREEMENT AND THE PAYMENT DUE UNDER THIS LEASE SCHEDULE.

We understand that based on representations made by us herein and elsewhere, that you are about to purchase the Equipment and pay the Supplier.

Lessee: COUNTY OF ROBERTSON, TENNESSEE

By: _____
Authorized Signature

Howard Bradley, COUNTY MAYOR
Printed Name and Title

Date Signed: 24 Feb 14

EXHIBIT A
SCHEDULE OF PAYMENTS

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price
0		70,527.00				
1		69,522.11	1,371.04	366.15	1,004.89	83,221.86
2		68,512.01	1,371.04	360.94	1,010.10	82,036.09
3		67,496.66	1,371.04	355.69	1,015.35	80,844.17
4		66,476.04	1,371.04	350.42	1,020.62	79,646.06
5		65,450.12	1,371.04	345.12	1,025.92	78,441.73
6		64,418.88	1,371.04	339.80	1,031.24	77,231.14
7		63,382.28	1,371.04	334.44	1,036.60	76,014.28
8		62,340.30	1,371.04	329.06	1,041.98	74,791.09
9		61,292.91	1,371.04	323.65	1,047.39	73,561.55
10		60,240.08	1,371.04	318.21	1,052.83	72,325.63
11		59,181.79	1,371.04	312.75	1,058.29	71,083.30
12		58,118.00	1,371.04	307.25	1,063.79	69,834.51
13		57,048.69	1,371.04	301.73	1,069.31	68,579.24
14		55,973.83	1,371.04	296.18	1,074.86	67,317.45
15		54,893.39	1,371.04	290.60	1,080.44	66,049.12
16		53,807.33	1,371.04	284.99	1,086.05	64,774.20
17		52,715.64	1,371.04	279.35	1,091.69	63,492.65
18		51,618.29	1,371.04	273.68	1,097.36	62,204.46
19		50,515.23	1,371.04	267.99	1,103.05	60,909.58
20		49,406.45	1,371.04	262.26	1,108.78	59,607.97
21		48,291.91	1,371.04	256.50	1,114.54	58,299.61
22		47,171.59	1,371.04	250.72	1,120.32	56,984.46
23		46,045.45	1,371.04	244.90	1,126.14	55,662.47
24		44,913.46	1,371.04	239.05	1,131.99	54,333.63
25		43,775.60	1,371.04	233.18	1,137.86	52,997.88
26		42,631.82	1,371.04	227.27	1,143.77	51,655.20
27		41,482.11	1,371.04	221.33	1,149.71	50,305.55
28		40,326.44	1,371.04	215.36	1,155.68	48,948.89
29		39,164.76	1,371.04	209.36	1,161.68	47,585.19
30		37,997.05	1,371.04	203.33	1,167.71	46,214.41
31		36,823.28	1,371.04	197.27	1,173.77	44,836.52
32		35,643.41	1,371.04	191.17	1,179.87	43,451.47
33		34,457.42	1,371.04	185.05	1,185.99	42,059.22
34		33,265.27	1,371.04	178.89	1,192.15	40,659.75
35		32,066.93	1,371.04	172.70	1,198.34	39,253.02
36		30,862.37	1,371.04	166.48	1,204.56	37,838.98
37		29,651.56	1,371.04	160.23	1,210.81	36,417.60
38		28,434.46	1,371.04	153.94	1,217.10	34,988.84
39		27,211.04	1,371.04	147.62	1,223.42	33,552.66
40		25,981.27	1,371.04	141.27	1,229.77	32,109.03
41		24,745.12	1,371.04	134.89	1,236.15	30,657.90
42		23,502.55	1,371.04	128.47	1,242.57	29,199.24
43		22,253.53	1,371.04	122.02	1,249.02	27,733.01
44		20,998.02	1,371.04	115.53	1,255.51	26,259.16
45		19,735.99	1,371.04	109.01	1,262.03	24,777.66
46		18,467.42	1,371.04	102.46	1,268.58	23,288.47
47		17,192.25	1,371.04	95.88	1,275.16	21,791.55

48	15,910.47	1,371.04	89.26	1,281.78	20,286.86
49	14,622.03	1,371.04	82.60	1,288.44	18,774.36
50	13,326.91	1,371.04	75.91	1,295.13	17,254.00
51	12,025.05	1,371.04	69.19	1,301.85	15,725.75
52	10,716.44	1,371.04	62.43	1,308.61	14,189.56
53	9,401.04	1,371.04	55.64	1,315.40	12,645.40
54	8,078.81	1,371.04	48.81	1,322.23	11,093.23
55	6,749.71	1,371.04	41.94	1,329.10	9,532.99
56	5,413.71	1,371.04	35.04	1,336.00	7,964.66
57	4,070.78	1,371.04	28.11	1,342.93	6,388.18
58	2,720.87	1,371.04	21.13	1,349.91	4,803.52
59	1,363.96	1,371.04	14.13	1,356.91	3,210.63
60	0.00	1,371.04	7.08	1,363.96	1,609.47
TOTAL		82,262.40	11,735.40	70,527.00	

Lessee: County of Robertson, Tennessee

By: _____

Date: _____

EXHIBIT
tabbies
C

SETEL UC
MANAGED SERVICES

SALES AGREEMENT

This agreement made and entered into by and between BCM-SET, LLC dba SETEL UC, a Deleware Corporation, with principal offices in Brentwood, Tennessee hereinafter referred to as "SETEL UC" and the "Customer".

Name:
Robertson County Government

Address:
523 South Brown Street

Springfield, TN 37172

Installed at:
523 South Brown Street

Witnesseth:

SETEL UC hereby ☑ Sells & Warrants ☑ Provides Managed Services for a

NEC FINANCIAL LEASE - NEC SV8300 Upgrade / Voice Mail + 5 Years Parts & Labor

and the following equipment as described in the ADDENDA.

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES

PAYMENT SCHEDULE

Extended Maintenance Option
☐ Maintenance Waived

1. Contract Price		**$70,527.00**	Mo. Maint
2. Sales Tax:	0.00%	**$0.00**	Sales Tax
3. Total Sales Price		**$70,527.00**	Total
			☐ M-F 8-5 Service ☐ 24 / 7 Service
4. NEC Financial Monthly Lease Payment:		**$1,371.04**	Number of Mo.

Billed: ☐ Monthly ☐ Pre Paid ☐ Quarterly

PAYMENTS NOT RECEIVED WHEN DUE WILL INCUR A MONTHLY FINANCE CHARGE OF 1 1/2% monthly (18% APR) ☐ Annual

APPROVALS

CLIENT'S SIGNATURE BELOW ACKNOWLEDGES THAT CLIENT HAS READ AND ACCEPTED THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT, THE CLIENT AUTHORIZES SETEL UC TO OBTAIN CREDIT INFORMATION PRIOR TO ACCEPTING THIS ORDER.

Signed and Dated _____

SETEL UC ACCOUNT MANAGER

This Agreement is not valid until executed by an SETEL UC Authorized signatory

SETEL UC AUTHORIZED SIGNATURE

CLIENT (AUTHORIZED SIGNATURE)

PRINT NAME/TITLE

Job # _____

SETEL UC
MANAGED SERVICES

TERMS AND CONDITIONS

DEFINITIONS.
The terms "System" includes all material specified on the first page of this Agreement, and any continuation pages, under the language, "DESCRIPTION".
The term "Cut-Over" is the date the System is integrated into the public telephone network or data network. Cut-Over will be deemed to have occurred if CUSTOMER is using the equipment installed.
The term "Software" means the operating and programmable features of the System.

TITLE.
Title shall pass to you upon payment in full for the System. Until SETEL UC has received payment in full for the System, SETEL UC shall have the right, in the event of a monetary default by you, to access to the premise where the system is located, and the right to remove the equipment, with or without notice, in addition to any other legal remedy available to it.

SECURITY INTEREST.
SETEL UC reserves a purchase money security interest in each system. Payment in full by you will satisfy this security interest.

WARRANTY.
SETEL UC warrants that the System will perform consistent with the manufacturers published specifications. There is no charge for parts or labor performed on the SETEL UC supplied equipment listed on addendum during the SETEL UC warranty period. The warranty period, for most equipment and software, unless specified on the addendum, is 12 months from the date of cutover. In all situations involving the performance or non-performance of the System or Software furnished under this Agreement, your remedy is SETEL UC' adjustment or repair of the System or replacement of its parts or correction of programming errors. SETEL UC may, as an alternative, replace the System and/or the Software. In no event will SETEL UC be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if SETEL UC has been advised of the possibility of such damages. In addition, SETEL UC will not be liable for any damages claimed by you based on any third party claim.
Warranty for battery systems purchased from SETEL UC includes factory recommended processes to ensure that the life expectancy of the battery system is reached. It does not include battery replacement.

WARRANTY EXCLUSIONS:
This Warranty does not extend to any equipment that has been:
(a) Installed and/or serviced by anyone other than SETEL UC, its subcontractors or affiliates, unless specified on the addendum;
(b) Parts or products not listed in DESCRIPTION
(c) Parts or products which have been abused, neglected, willfully or accidentally damaged or destroyed
(d) Used in violation of instructions furnished by SETEL UC or the manufacturer
(e) Used in violation of the following paragraph,
(f) Damaged by flood, fire, earthquake, water leaks, strikes, Acts of God, or other causes beyond its control.

PURCHASER/LESSEE RESPONSIBILITIES.
You acknowledge that the System requires adequate electrical power, as prescribed by SETEL UC and/or the manufacturer. You further acknowledge that this power should be on a separate circuit just like any computer. You also acknowledge that you are responsible for any loss or damage caused by failure to provide such power. In addition, you are responsible for providing a temperature and moisture environment which complies with the manufacturer's specifications.

ACCESS TO PREMISES.
You agree to provide access to your premises for installation of the System, and SETEL UC agrees to install the System on a timely basis. In the event your premises are not ready for installation of the System upon arrival of the switching gear on-site, you agree to immediately pay SETEL UC ninety (90%) percent of the total purchase price, with the remaining ten (10%) percent to be due and payable on cut-over. The prior sentence supersedes payment terms on the first page of this Agreement.

SOFTWARE.
You acknowledge that any Software which is delivered as a part of the System is not your property. However, the purchase price of the System includes the right to your use of the Software for the life of the System, and at no extra charge, as long as used by you. SETEL UC acknowledges that the manufacturer of the System has licensed SETEL UC to utilize the Software and that SETEL UC may only grant such a use right to you.

GENERAL.
You may not assign this Agreement, the System, or the Software without the prior written consent of SETEL UC. Any attempt by you to assign any rights, duties, or obligations under this Agreement, or to assign the System without this consent, is void.
You agree that the payment terms for this contract and all subsequent orders are payment due upon receipt.
This agreement is non-cancelable, however, if there are situations beyond the customers control, SETEL UC will allow this agreement to be cancelled, but the customer will be obligated to pay a restocking fee, not to be less than twenty (20) percent of the agreement sales price. If there are items that cannot be returned to the manufacturer the customer will be responsible for the full sales price of that item. If any labor has been performed in conjunction with this agreement the customer will be obligated to pay all costs associated with this labor.
SETEL UC may provide services described in this Agreement by using an SETEL UC selected independent contractor and may assign its obligations under this Agreement provided it gives you notice.
SETEL UC is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.
If you do not pay amounts due to SETEL UC, you agree to pay all costs and expenses of collection and/or repossession, including reasonable attorney's fees.
Customer agrees that it will not directly or indirectly hire or employ any SETEL UC employees who do work on Customer's property or who are assigned by SETEL UC to do any work for or on behalf of Customer as long as such employee is employed by SETEL UC, or for one year after such employee's employment with SETEL UC ends for any reason.
Any subsequent orders placed for additions, deletions, or changes to the hardware or software on this agreement are subject to the same terms and conditions listed on this page. The provisions of this written Agreement are all of the terms and conditions between us and supersede any and all prior oral or written agreements, proposals, and representations.
The laws of the State of Tennessee govern this Agreement and it is, by consent, enforceable only in the courts of Williamson County, Tennessee.
Any notice or demand to SETEL UC shall be in writing and sent certified mail to SETEL UC at 5121 Maryland Way, Suite 300 / Brentwood, TN 37027.

Initials _____

SETEL UC
MANAGED SERVICES

MANAGED SERVICES TERMS AND CONDITIONS

RATE INCREASES
Unless the equipment is changed as set forth in the Equipment Changes Section below, SETEL UC agrees that Managed Services prices under this MANAGED SERVICES AGREEMENT will not change unless you are notified in writing of such a change thirty (30) days prior to the Anniversary Date of this Agreement. This Contract will automatically renew on consecutive one year terms unless SETEL UC is given notification, in writing, thirty (30) days prior to the anniversary date. Pre-Paid Managed Services will not increase during the inital term of the agreement. The Managed Services price increase will not exceed the percentage increase indicated by the "Consumers Price Index - All Items" as published by the U.S. Department of Labor and proportionate increases in SETEL UC parts, labor and overhead costs. The base period for measuring the percentage will be the month of the "Cutover" of the "System" into the telephone network.

EQUIPMENT CHANGES.
The price for Managed Services is based on the equipment listed in this agreement. As the type or quantity of this equipment increases or decreases, the charges will be changed accordingly. Changes in monthly charges will occur on the Anniversary Date of this agreement and will be charged in accordance with your current system configuration.

SOFTWARE CHANGES.
If available with your system and you make written request; SETEL UC will provide you with access to make system software changes. However, you must understand that such access may produce undesired results such as system failure, and such changes as made by you in the software system ARE NOT COVERED UNDER THIS AGREEMENT.

PARTS.
Defects in parts originating with the manufacturer and caused by normal wear and use will be repaired or replaced by SETEL UC at no additional charge if specific plan selected that includes parts. All replaced parts become the property of SETEL UC.

LABOR.
All labor required to service, make all repairs and furnish all replacement parts necessary to maintain your system in good working order within the service coverage times specified in Service Coverage Section on the 1st page of Managed Services Contract is included in this agreement.

EXCLUDED PARTS AND LABOR.
In the event either parts or labor are supplied by anyone other than SETEL UC or its approved subcontractor then SETEL UC' covenants under this Agreement will be null and void. Labor required to troubleshoot or repair Network services (CO lines) is included in this agreement, at no additional charge, only if FULL SERVICE Agreement is purchased. FULL SERVICE agreement is defined as any Managed Services agreement that covers both parts and labor and coverage can be 8-5 M-F or 24/7.
Emergency Response– SETEL UC will provide an on site Emergency Service Request within three (3) hours from notification for Major Outages and (2) hour response time with extended coverage. However, if the request can be cleared remotely within the (3) hours, the guaranteed response will be considered met. You must be under Warranty or a Full Service Managed Services agreement to receive this guarantee. In no event shall SETEL UC be liable for such response if the three- (3) hour response is prevented by "Acts of God" or causes beyond our control. This response is limited to requests within a 50-mile radius of the nearest SETEL UC service center. After hours or on holidays or weekends, emergency service is available for an additional labor charge at the SETEL UC prevailing rates unless specified on the SERVICE COVERAGE section of the 1st page of the Managed Services Agreement. Expedite fees are applicable for non-emergency requests upgraded to emergency responses times unless covered by agreement. This service response time is for Managed Services only and does not apply to MAC orders.
ACCESS. You will give SETEL UC full access to all equipment to be serviced in order to carry out this agreement.

PREVENTATIVE MANAGED SERVICES.
All preventative Managed Services will be performed to the specifications of the manufacturer of your equipment.

ITEMS NOT COVERED.
(1) Additions, moves and changes; (2) parts or products not listed on Addendum; (3) parts or products which have been abused, neglected, willfully or accidentally damaged or destroyed; and (4) parts or products installed, wired, repaired, or altered by anyone other than SETEL UC, ARE NOT COVERED UNDER THIS AGREEMENT.

USED/REFURBISHED EQUIPMENT(SETEL UC Certified).
If used/ refurbished equipment is purchased from someone other than SETEL UC for use in the system, a recertification must be conducted by SETEL UC to insure that equipment meets manufacturers' specifications. Otherwise, this contract is null and void.

ENVIRONMENT.
You agree to provide the proper operating environment for the equipment in accordance with SETEL UC' and the manufacturer's recommendations. Further, you agree and understand that lack of proper environment may well result in damage or failure of the electronic components of the equipment and that any such damage or failure is NOT covered by this agreement.

ELECTRICAL REQUIREMENTS.
You agree to provide necessary electrical outlet(s) on separate circuit(s) in accordance with the recommendations of SETEL UC and the manufacturer. You also understand and agree that such electrical power shall be within the tolerances recommended by SETEL UC and the manufacturer. Failure to provide power within these tolerances may result in damage, failure, or malfunction of the equipment, which is NOT covered by this agreement.

RIGHT TO ASSIGN OR SUB-CONTRACT OR TRANSFER.
SETEL UC shall have the right to assign or subcontract this agreement in full or in part. In the event that this contract is assigned by SETEL UC, then your monetary obligations will be paid to SETEL UC or its assignee as SETEL UC may designate without set-off.
MISCELLANEOUS.
• In no event will SETEL UC be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if SETEL UC has been advised of the possibility of such damages. In addition, SETEL UC will not be liable for any damages claimed by you based on any third party claim.
You agree that the payment terms for this contract and all subsequent orders are payment due upon receipt.
Any subsequent orders placed for additions, deletions, or changes to the hardware or software on this agreement are subject to the same terms and conditions listed on this page.
This contract, is a non-cancellable, if it is approved by SETEL UC to cancel this agreement, the customer is liable to a 35% cancellation fee of the total agreement. SETEL UC will allow this contract to be cancelled, if, SETEL UC fails to perform in accordance with any of the above listed terms and conditions.
Premise visit charge at the prevailing SETEL UC rate will apply to the following agreements: Parts Only, & Labor Only, unless otherwise noted on this agreement.
• SETEL UC will not be liable for any damages caused by flood, fire, earthquake, water leaks, strikes, Acts of God, or other causes beyond its control.
• If you do not pay amounts due to SETEL UC, you agree to pay all costs and expenses of collection, including reasonable attorney's fees.
• The provisions of this written Agreement are all of the terms and conditions between us and supersede any and all prior oral or written agreements, proposals and representations.
• The laws of the State of Tennessee govern this Agreement and it is, by consent, enforceable only in the courts of Williamson County, Tennessee.
• Any notice or demand to SETEL UC shall be in writing and sent certified mail to SETEL UC at 5121 Maryland Way, Suite 300 / Brentwood, TN 37027.

Initials _____

Adcock	Requested a Motion at: 7_36_45 PM
Garner	Seconded the Motion at: 7_36_45 PM

RESOLUTION 022414023 RESOLUTION TO APPROVE LEASE-PURCHASE AND OPTION AGREEMENT FOR THE COUNTY OFFICE BUILDING PHONE SYSTEM

Time of Vote: 7_42_58 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Adcock voted:	Y		
Baggett voted:	Y		
Bowens voted:	Y		
Brown voted:		N	
Couts voted:	Y		
DiOrio was			Absent
Dorris voted:		N	
Dugger voted:	Y		
Eden voted:	Y		
Farmer voted:	Y		
Garner voted:	Y		
Gray voted:	Y		
Gregory voted:		N	
Haley voted:		N	
Jackson voted:		N	
Jones voted:	Y		
Moore voted:		N	
Ray voted:		N	
Spears voted:	Y		
Stubblefield voted:		N	
Vogle voted:	Y		
Wilson voted:	Y		

Passed (13 Y - 8 N - 1 Absent)

RESOLUTION NO. 022414024

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2014 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
Contributions to Agencies	Robertson County Reads Prgm	58500-316-810	5,000
Total Expense Amendment	Imagination Library Project		5,000
Total Fund Balance Amendment			(5,000)

Duly passed and approved this 24th day of February, 2014.

County Commissioner

County Mayor

Duly passed and approved this 17th day of March, 2014.

County Commissioner

County Mayor

ATTEST:

County Clerk

Adcock Requested a Motion at: 7_44_01 PM
Haley Seconded the Motion at: 7_44_01 PM

RESOLUTION 022414024 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014 (ROBERTSON COUNTY READS)

Time of Vote: 7_45_06 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote		
Adcock voted:	Y	
Baggett voted:	Y	
Bowens voted:	Y	
Brown voted:	Y	
Couts voted:	Y	
DiOrio was		Absent
Dorris voted:	Y	
Dugger voted:	Y	
Eden voted:	Y	
Farmer voted:	Y	
Garner voted:	Y	
Gray voted:	Y	
Gregory voted:	Y	
Haley voted:	Y	
Jackson voted:	Y	
Jones voted:	Y	
Moore voted:	Y	
Ray voted:	Y	
Spears voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (21 Y - 0 N - 1 Absent)