STATE OF TENNESSEE

COUNTY OF ROBERTSON

TERM JUNE 15, 2015 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 15th day of June 2015 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 Dr. Sabi Kumar, State of Tennessee House Representative for Robertson County. The pledge to the flag followed.

A roll call was taken and the following County Commissioners were present to-wit: Adcock, Baggett, Bowens, Couts, Dugger, Eden, Farmer, Glover, Haley, Hogan, Hoover, Jackson, Bill Moore, Stacey Moore, Roberts, Spears, Stroud, Stubblefield, Vogle and Wilson. Commissioners Brown, Dorris, Ellis and Gregory were absent.

MINUTES OF PREVIOUS MEETING

On motion by Commissioner Baggett and second by Commissioner Roberts, 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 the loss of two outstanding citizens Lee Scott and J.T. White who served this county in many ways. Scott served on the Airport Board numerous years, White served as County Commissioner, Planning and Zoning, Appeals Board and Chaired the Health Department Board. Bradley asked to pray for the families during this bereavement time.

Bradley stated this was the 800th anniversary for the sealing of the Magna Carta. He also told of the upcoming Owens Chapel BBQ held on June 20, 2015 and the Martins Chapel BBQ that will be held on June 27, 2015. He encouraged all to attend.

REPORTS

The following reports were received, filed and approved by voice vote on motion by Commissioner Hogan and second by Commissioner Couts: Veteran, Highway, Animal Control, Solid Waste, Trustee, Emergency Management Agency, Inmate Expense,

Planning and Zoning, Fire Service, EMS and Financial.

ELECTIONS AND APPOINTMENTS

Nominations for the following positions to be considered for approval at this session of the County Commission:

Safety
Stephanie Mason- replacing Linda Cash

Airport Board
Henry Ruth- replacing Lee Scott

Commissioner Vogle made motion to approve and second by Commissioner Wilson. Motion approved by voice vote.

REZONING RESOLUTIONS PUBLIC HEARING

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

REZONING RESOLUTIONS

REZONE RICKY L. MILES PROPERTY

Resolution number 061515059 to rezone the Ricky L. Miles property from"AG-2" to "RP-80" was approved on motion by Commissioner Couts and second by Commissioner Baggett. Motion was approved by roll call vote. (Resolution and Roll Call included)

SECOND READING

AMEND BUDGET YEAR ENDING JUNE 30, 2015 (Building Brown St)

Resolution number 051815050 a resolution to amend budget for year ending June 30, 2015 was presented. Commissioner Couts made motion to approve and second by Commissioner Farmer. Motion was approved by roll call vote. (Resolution and Roll Call included)

NEW RESOLUTIONS

AMEND BUDGET YEAR ENDING JUNE 30, 2015 (County Clerk)

Resolution number 061515060 a resolution to amend budget for year ending June 30, 2015 was presented. Commissioner Couts made motion to approve and second by Commissioner Stubblefield. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET YEAR ENDING JUNE 30, 2015 (Sheriff)

Resolution number 061515061 a resolution to amend budget for year ending June 30, 2015 was presented. Commissioner Couts made motion to approve and second by Commissioner Hoover. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET YEAR ENDING JUNE 30, 2015 (Mayor)

Resolution number 061515062 a resolution to amend budget for year ending June 30, 2015 was presented. Commissioner Bowens made motion to approve and second by Commissioner Jackson. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET YEAR ENDING JUNE 30, 2015 (Animal Control)

Resolution number 061515063 a resolution to amend budget for year ending June 30, 2015 was presented. Commissioner Bowens made motion to approve and second by Commissioner Hoover. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET YEAR ENDING JUNE 30, 2015 (Schools)

Resolution number 061515064 a resolution to amend budget for year ending June 30, 2015 was presented. Commissioner Bowens made motion to approve and second by Commissioner Farmer. Motion was approved by roll call vote. (Resolution and Roll Call included)

CONTINUING BUDGET AND TAX RATE

Resolution number 061515065 Resolution to adopt a continuing budget and tax rate for the fiscal year beginning July 1, 2014 and to authorize the issuance of tax anticipation notes for the County of Robertson. Commissioner Adcock made motion to approve and second by Commissioner Wilson. Motion was approved by roll call vote. (Resolution and Roll Call included)

PROPOSED BUILDING AND GROUNDS PROJECT (Jenkins Property)

Resolution number 061515066 a resolution to approve proposed building and grounds project was presented. Commissioner Adcock made motion to approve and second by Commissioner Roberts. Motion was approved by roll call vote. (Resolution and Roll Call included)

DONATION OF TOBACCO WAREHOUSE TO IDB

Resolution number 061515067 a resolution to approve the donation of a certain tobacco warehouse property from Robertson County, Tennessee to the Industrial Development Board of the County of Robertson was presented. Commissioner Adcock made motion to approve and second by Commissioner Hogan. Commissioner Haley made motion to

make Clyde Richert, County Attorney a member of the body and second by Commissioner Eden. Motion approved by voice vote. Richert told of a memorandum of understanding given to Commissioners before the meeting. Richert gave a brief synopsis of changes in memorandum and answered questions from Commissioners. Commissioner Adcock made motion to approve as amended and second by Commissioner Eden. Motion to amend was approved by roll call vote. The original motion as amended was approved by roll call vote. (Resolution and Roll Calls included)

WASTE AND LITTER REMOVAL CONTRACT OR GRANT

Resolution number 061515068 a resolution authorizing execution and/or acceptance of a contract or grant between the State of Tennessee Department of Transportation and Robertson County, Tennessee for waste and litter removal was presented. Commissioner Baggett made motion to approve and second by Commissioner Hoover. Motion was approved by roll call vote. (Resolution and Roll Call included)

OLD BUSINESS

NEW BUSINESS

INTENT TO RENEW DISPATCH INTERLOCAL AGREEMENT

Resolution number 061515069 a resolution of intent to renew dispatch interlocal agreement was presented. Commissioner Vogle made motion to approve and second by Commissioner Couts. Motion was approved by roll call vote. (Resolution and Roll Call included)

Commissioner Couts asked about the current sprinkler policy. Doug Vann, Planning and Zoning Director explained that the Robertson County Sprinkler requirement was based upon zoning and not building code. Our resolution gave density bonuses for sprinkler installations. Meaning that a developer could have smaller than minimum lot sizes if they agreed to put in sprinklers. There are recorded plats that have the sprinkler requirements on them and nothing other than rezoning could make the sprinkler provisions cease to remain valid. Clyde Richert spoke on the situation and suggested that a committee of planning and zoning personnel, county commissioners and he meet and look over the rules.

Commissioner Roberts told of numerous calls from citizens in his district about tall grass. Roberts asked about any policy in place for this problem. After much discussion Mayor Bradley stated this is a problem that become for relevant in the future.

NOTARIES

The following were elected to the office of Notary Public on motion of Commissioner Bowens and second by Commissioner Stacey Moore: Carri Anderson, Brittney Baggett, Kimberly L. Carney, Jerome M. Converse, Misty Crain, Kim DeBerry, Betty C. Eskew, Paul L. Fuqua, Paula T. Gomez, Jessica King, Kristy Krilosky, Raven Lenning, Janice J.

Linder, Shaphin L. Martin, Amanda Robertson, Roger Dale Story, Diane L. Thompson and William Uselton.

The meeting was adjourned on motion by Commissioner B. Moore and second by Commissioner Wilson. Motion approved by voice vote.

Howard R. Bradley, County Mayor

Susan K. Atchley, County Clerk

Date and Time of New Session: 6_15_2015 7_04_11 PM

Beginning Roll Call for New Session:

Chair Bradley is	present	
Adcock is	present	
Baggett is	present	
Bowens is	present	
Brown is		Absent
Couts is	present	
Dorris is		Absent
Dugger is	present	
Eden is	present	
Ellis is		Absent
Farmer is	present	
Glover is	present	
Gregory is		Absent
Haley is	present	
Hogan is	present	
Hoover is	present	
Jackson is	present	
B. Moore is	present	
S. Moore is	present	
Roberts is	present	
Spears is	present	
Stroud is	present	
Stubblefield is	present	
Vogle is	present	
Wilson is	present	

Number of Voters PRESENT for Roll Call: 21
Number of Voters ABSENT for Roll Call: 4

ROBERTSON COUNTY REGIONAL PLANNING COMMISSION

ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET
SPRINGFIELD, TENNESSEE 37172
TEL. (615) 384-3666
FAX (615) 382-3123
EMAIL Robertsoncountyplanning@comcast.net

MEMORANDUM

TO: Robertson County Commission Members

FROM: Doug Vann, Planning Director

DATE: June 5, 2015

The Robertson County Commission will hold its monthly meeting on Monday, June 15, 2015, at 7:00 P. M., in the Judicial Complex, 2nd Floor, Robertson County Office Building, Springfield, Tennessee. The following item has been placed on the agenda for your review.

Zoning Map Amendment Requests:

(1) Mr. Ricky L. Miles requests to rezone 7.00 acres from AG-2 to RP-80 in order to sell a portion to a family member to place a new residence. Property is located on Dividing Ridge Road, 12th Civil District, ***4th Voting District*** and further identified on Assessor of Properties Map 139, Parcel 133.00.

Should you have comments or questions upon receipt of this information, please feel free to contact the Planning Office.

DV: cf
Enclosures

Resolution No. 061515059

A RESOLUTION TO REZONE A TRACT OF LAND
FROM **AG-2 (Agricultural/Residential District) to**
RP-80 (Rural Preservation District)

Mr. Ricky L. Miles

WHEREAS, **Mr. Ricky L. Miles** requests to rezone ***7.00*** **acres** of land located on Dividing Ridge Road, 12th Civil District (4th 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 **7.00 acres** of land owned by **Mr. Ricky L. Miles** is hereby rezoned from **AG-2 (Agricultural/Residential District) to RP-80 (Rural Preservation District)**, and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an iron pin (old), in the southerly margin of Dividing Ridge Road, the northeast corner of a tract of land which belongs to Roy M. Maines, Jr., having a deed reference in Deed Book 11121, Page 511, Register's Office for Davidson County, Tennessee, (RODCT), the northwest corner of this tract and continuing with the southerly margin of Dividing Ridge Road, as follows: S 71°52'31" E, 64.29 feet to an iron pin (new); thence, S 74°37'20" E, 71.81 feet to an iron pin (new); thence, S 77°56'31" E, 64.35 feet to an iron pin (new), in the southerly margin of Dividing Ridge Road, the northwest corner of Tract 2, Grand Ridge, being a plat of record in Plat Book 11, Page 95, in the center of a 30 Private Drive Easement of record in Plat Book 11, page 95, RORCT; thence with the boundary of said Tract 2 and the center of said private drive easement, as follows: S 15°25'18" W, 173.57 feet to an iron pin (old); thence, S 04°28'28" W, 97.40 feet to an iron pin (old); thence, S 10°18'23" E, 237.11 feet to an iron pin (old); thence, S 01°59'46" W, 247.70 feet to an iron pin (old0; thence, S 00°51'19" W, 266.85 feet to an iron pin (old), a common corner of said tract 2 and Tract 4, in the center of said private drive easement; thence continuing with the boundary of said Tract 4 and the center of said private drive easement, as follows: S 03°41'09" E, 190.23 feet to an iron pin (old); thence, S 07°53'58" E, 59.10 feet to an iron pin (old), a common corner of said Tract 4 and Tract 3, in the center of said private drive easement; thence N 84°20'30" W, 316.31 feet to an iron pin (old), the northwest corner of said Tract 3, in the easterly boundary of a tract of land which belongs to William W. Ezell, having a deed reference in Deed Book 7019, Page 722, RODCT; thence, N 04°40'03" E, passing a common corner of said tract of land which belongs to William W. Ezell, and a tract of land which belongs to Melissa D. Day, having a deed reference in Instrument No. 20090708-0063808, RODCT, and continuing on passing a common corner of said tract of land which belongs to Melissa D. Day, and a tract of land which belongs to Mary Lou Knight, having a deed reference in Deed Book 9455, Page 903, RODCT, and continuing on passing a common corner of said tract of land which belongs to Mary Lou Knight, and a tract of land which belongs to Willard M. Gupton, having a deed reference in Deed Book 7227, Page 316, RODCT, and continuing on in all, 740.40 feet to an iron pin (old) a common corner of said tract of land which belongs to Willard M. Gupton, and said tract of land which belongs to Roy M. Maines, Jr.; thence, N 06°47'58" E, 547.66 feet, to the point of beginning, containing **7.00 acres.**

Planning & Zoning

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

Approved and adopted by the Board of County Commissioners.

6-15-2015
Date

Robertson County Mayor

Susan K. Atchley
Robertson County Clerk

RESOLUTION NO. #061515059

Couts Requested a Motion at: 7_10_58 PM
Baggett Seconded the Motion at: 7_10_58 PM

Resolution No. 061515059 A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 (Agricultural/Residential District) to RP-80 (Rural Preservation District) Mr. Ricky L. Miles

Time of Vote: 7_11_32 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

#34

RESOLUTION NO. 051815050

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2015 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			
Other Charges	Various Capital Outlay-Building Purch	58400-799-BLDG	130,000
Total Expense Amendment	To Purchase Building Across Street		130,000
	From RobCo Office Bldg, On Corner		
Total Fund Balance Amendment			(130,000)

Duly passed and approved this 18th day of May, 2015.

County Commissioner

County Mayor

Duly passed and approved this 15th day of June, 2015.

County Commissioner

County Mayor

ATTEST:

County Clerk

Couts Requested a Motion at: 7_12_01 PM
Farmer Seconded the Motion at: 7_12_01 PM

RESOLUTION NO. 051815050 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015 (2nd READING BUILDING PURCHASE)

Time of Vote: 7_12_38 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

#38

RESOLUTION NO. 061515060

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2015 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 - for Paper	46990-PAPER	7,000
Total Revenue Amendment			7,000
Expense Amendments			
County Clerk	Other Charges - Paper	52500-599-Paper	7,000
Total Expense Amendment			7,000
Total Fund Balance Amendment			0

Duly passed and approved this 15th day of June, 2015.

County Commissioner

County Mayor

ATTEST:

County Clerk

Couts Requested a Motion at: 7_13_00 PM
Stubblefield Seconded the Motion at: 7_13_00 PM

RESOLUTION NO. 061515060 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015 (COUNTY CLERK)

Time of Vote: 7_13_19 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

#39

RESOLUTION NO. 061515061

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2015 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			
Sheriff Department	Computer Software Maint. & Program	54110-317	97,000
Capital Outlay Reserve	Reduce Capital Restricted Reserve	34675	(97,000)
Total Expense Amendment	Funds required for software conversion		0
Total Fund Balance Amendment			0

Duly passed and approved this 15th day of June, 2015.

County Commissioner

County Mayor

ATTEST:

County Clerk

Couts Requested a Motion at: 7_13_37 PM
Hoover Seconded the Motion at: 7_13_37 PM

RESOLUTION NO. 061515061 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015 (SHERIFF)

Time of Vote: 7_14_23 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

RESOLUTION NO. 061515062

#40

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2015 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
Other Local Revenues	Miscellaneous Refunds	44170	1,318
Total Revenue Amendment			1,318
Expense Amendments			
County Mayor	Clerical Personnel	51300-162	624
County Mayor	Clerical Personnel	51300-162	567
County Mayor	Social Security Tax	51300-201	74
County Mayor	State Retirement	51300-204	35
County Mayor	Medicare Tax	51300-212	18
Total Expense Amendment			1,318
Total Fund Balance Amendment			0

Duly passed and approved this 15th day of June, 2015.

County Commissioner

County Mayor

ATTEST:

County Clerk

Bowens Requested a Motion at: 7_14_52 PM
Jackson Seconded the Motion at: 7_14_52 PM

RESOLUTION NO. 061515062 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015 (MAYOR)

Time of Vote: 7_15_19 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

RESOLUTION NO. 061515063

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2015 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
Other Local Revenues	Contributions-Animal Control	44570-ANIML	2,427
Total Revenue Amendment			2,427
Expense Amendments			
Animal Control	Various Capital Outlay	55120-799	2,427
Total Expense Amendment			2,427
Total Fund Balance Amendment			0

Duly passed and approved this 15th day of June, 2015.

County Commissioner

County Mayor

ATTEST:

County Clerk

Bowens Requested a Motion at: 7_15_32 PM
Hoover Seconded the Motion at: 7_15_32 PM

RESOLUTION NO. 061515063 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015 (ANIMAL CONTROL)

Time of Vote: 7_15_52 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

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RESOLUTION NO. 061515064

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2015 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
School Fund 141			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
Regular Education	Teachers	71100-116	(354,000)
Regular Education	State Retirement	71100-204	(3,500)
Regular Education	Textbooks	71100-449	(45,500)
Regular Education	Other Charges - SSMS	71100-599-SSMS	(22,000)
Alternative Education	Medical Insurance	71150-207	(13,000)
Special Education	Sub Teachers - Non Certified - P-T	71200-198	(2,000)
Special Education	Medical Insurance	71200-207	(17,000)
Vocational Education Program	Teachers	71300-116	(56,000)
Vocational Education Program	Medical Insurance	71300-207	(13,000)
Attendance Services	Medical Insurance	72110-207	(6,000)
Health Services Support	Medical Insurance	72120-207	(24,000)
Other Student Services Support	Medical Insurance	72130-207	(6,000)
Regular Education Support	Medical Insurance	72210-207	(1,000)
Special Education Support	Medical Insurance	72220-207	(7,000)
Board of Education	Liability Insurance	72310-506	(4,000)
Director's Office	Dues & Memberships	72320-320	(1,000)
Principals' Offices	Other Charges	72410-599	(600)
Principals' Offices	Medical Insurance	72410-207	(1,000)
Plant Maintenance	Medical Insurance	72620-207	(6,000)
Plant Maintenance	Maintenance - Building / Land	72620-335	(100,000)
Plant Maintenance	Other Contracted Services	72620-399	(2,300)
Transportation	Bus Drivers-Part-Time Attendants	72710-146	(102,500)
Transportation	State Retirement	72710-204	(11,500)
Transportation	Medical Insurance	72710-207	(12,000)
Transportation	Diesel Fuel	72710-412	(12,000)
Transportation	Vehicle & Equipment Insurance	72710-511	(2,000)
Central & Other Services	Medical Insurance	72810-207	(5,000)
Food Services	Food Services Capital Outlay	73100-710	(4,200)
Regular Education	Sub Teachers - Non Certified - P-T	71100-198	1,500
Regular Education	Medical Insurance	71100-207	465,000
Regular Education	Unemployment Compensation	71100-210	2,000
Regular Education	Other Contracted Services	71100-399	22,000
Special Education	Sub Teachers - Certified - Part-Time	71200-195	2,000
Board of Education	Legal Services	72310-331	40,000
Board of Education	Other Charges	72310-599	4,000
Director's Office	Assistant	72320-103	5,500

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Director's Office	Postal Charges	72320-348	1,000
Principals' Offices	Other Contracted Services	72410-399	600
Plant Operation	Electricity	72610-415	100,000
Plant Operation	Maintenance Personnel	72620-167	29,000
Plant Operation	Unemployment Compensation	72620-210	600
Plant Operation	Other Supplies	72620-499	1,700
Transportation	Overtime Pay	72710-187	27,000
Transportation	Other Full-Time Salaries - SE	72710-189-SE	102,500
Transportation	Other Full-Time Salaries	72710-189	1,000
Transportation	Medicare Tax	72710-212	300
Transportation	Operating Lease - GPS System	72710-330	800
Transportation	Rentals	72710-351	1,900
Transportation	Gasoline	72710-425	12,000
Transportation	Tires & Tubes	72710-450	5,000
Transportation	Other Supplies	72710-499	2,500
Transportation	Other Charges	72710-599	2,000
Food Services	Social Security	73100-201	2,250
Food Services	Medical Insurance	73100-207	1,950
Total Expense Amendment			0
Total Fund Balance Amendment			0

Duly passed and approved this 15th day of June, 2015.

County Commissioner

County Mayor

ATTEST:

County Clerk

Bowens Requested a Motion at: 7_16_02 PM
Farmer Seconded the Motion at: 7_16_02 PM

RESOLUTION NO. 061515064 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2015 (SCHOOLS)

Time of Vote: 7_16_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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

Resolution Number 061515065

RESOLUTION TO ADOPT A CONTINUING BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND TO AUTHORIZE THE ISSUANCE OF TAX ANTICIPATION NOTES FOR THE COUNTY OF ROBERTSON

WHEREAS, it now appears that the 2015-2016 fiscal year budget of Robertson County, Tennessee, will not be approved before the end of the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission that amounts set out in the 2014-2015 Appropriation Resolution are hereby continued until a new 2015-2016 Appropriation Resolution is adopted, and;

BE IT FURTHER RESOLVED, that the property tax rate of $2.96 per each $100.00 of taxable property for the fiscal year beginning July 1, 2015 shall remain in effect until a new property tax rate is adopted, and;

BE IT FURTHER RESOLVED, that the County Mayor and the County Clerk are hereby authorized to borrow money on tax anticipation notes, provided that such notes are first approved by the State Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenues for the fiscal year 2015-2016 have been collected, not exceeding 60% of the appropriations of each individual fund of the continuing budget. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter21, Tennessee Code Annotated. All said notes shall mature and be paid in full without renewal not later than June 30, 2016.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon its passage, the public welfare requiring it.

Adopted this 15th day of June, 2015.

COUNTY COMMISSIONER

COUNTY MAYOR

ATTEST:

SUSAN K. ATCHLEY, COUNTY CLERK

Adcock Requested a Motion at: 7_17_07 PM
Wilson Seconded the Motion at: 7_17_07 PM

RESOLUTION NUMBER 061515065 RESOLUTION TO ADOPT A CONTINUING BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2014 AND TO AUTHORIZE THE ISSUANCE OF TAX ANTICIPATION NOTES FOR THE COUNTY OF ROBERTSON

Time of Vote: 7_17_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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

RESOLUTION NO. 061515066

RESOLUTION TO APPROVE PROPOSED BUILDING AND GROUNDS PROJECT

WHEREAS, Robertson County, Tennessee ("the County") owns certain property where the current Archives Building is located on Willow Street in Springfield, Tennessee; and

WHEREAS, Carol Jenkins owns certain property immediately adjacent and below the Archives property fronting on Hill Street in Springfield, Tennessee; and

WHEREAS, at the rear of the Jenkins property there is located a concrete block retaining wall and representatives of the County and Jenkins have discussed the County removing certain small trees and other underbrush next to the wall and for this sloping area to be possibly re-graded with or without the retaining wall as determined by Jenkins, and the Building and Grounds Committee has recommended that the County participate in such work, but with the understanding that Jenkins will sign a waiver of any responsibility for erosion, water damage or any other damage as a result of this project before the County undertakes any work;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June 2015 that the County Mayor and/or Chairman of the Building and Grounds Committee is authorized to supervise any said work and is authorized sign any written document as necessary to provide the best protection to the County of any claim of damage.

RESOLUTION NO. 061515066

Passed this the 15th day of June, 2015, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

COUNTY MAYOR

ATTEST:

SUSAN K. ATCHLEY
County Clerk

Adcock Requested a Motion at: 7_17_52 PM
Roberts Seconded the Motion at: 7_17_52 PM

RESOLUTION 061515066 RESOLUTION TO APPROVE PROPOSED BUILDINGS AND GROUNDS PROJECT

Time of Vote: 7_19_38 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

RESOLUTION NO. 061515067

RESOLUTION TO APPROVE THE DONATION OF A CERTAIN TOBACCO WAREHOUSE PROPERTY FROM ROBERTSON COUNTY, TENNESSEE TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF ROBERTSON

WHEREAS, American Snuff Company, LLC (referred to herein as "ASC") was the prior owner of a certain tobacco warehouse and processing building located at 901 Central Avenue in Springfield, Tennessee (referred to herein as "the Property"); and

WHEREAS, after discussion between the parties, a certain Donation Agreement was agreed to and the Property was transferred by deed from ASC to the County, a copy of said Donation Agreement attached as Exhibit "A" hereto; and

WHEREAS, before the County accepted the property certain discussions were held between the County and the Industrial Development Board of the County of Robertson (referred to herein as "the Board"), regarding the possible uses for the property; and

WHEREAS, the County Building and Grounds Committee (referred to herein as "the Committee") has recently met with the Board and such possible uses for the property have been further discussed, including the possible transfer by deed from the County to the Board upon the agreements recited herein, and the Committee has thus recommended that the County deed the property to the Board based upon certain agreements to be reached between the County and the Board, a copy of said proposed Deed attached as Exhibit "B" and a copy of the Memorandum of Understanding with the Board attached as Exhibit "C";

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June 2015, that the County Mayor and all other

RESOLUTION NO. 061515067

officials of the County are hereby specifically authorized to execute on behalf of the County that proposed Memorandum of Understanding together with the Deed of Transfer with the Board as attached hereto and other customary documents attendant to the closing.

Passed this the 15th day of June, 2015, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

COUNTY MAYOR

ATTEST:

SUSAN K. ATCHLEY
County Clerk

DONATION AGREEMENT

This Donation Agreement ("Agreement") is made as of the 2nd day of April, 2015 ("Effective Date"), by and between AMERICAN SNUFF COMPANY, LLC, a Delaware limited liability company (hereinafter referred to as "Donor"), and ROBERTSON COUNTY, a political subdivision of the State of Tennessee (hereinafter referred to as "Donee").

WITNESSETH:

That the Donor and Donee enter into this Agreement for the purpose of establishing the details relating to the charitable contribution of the property as hereinafter described upon the terms and conditions contained herein. The real property which is the subject of this Agreement is that certain land, warehouse building and improvements located at 901 Central Avenue West, Springfield, Tennessee, as more particularly described on Exhibit A-1 attached hereto and incorporated by reference herein (collectively, the "Property").

The terms and conditions of this Agreement are as follows:

1. **Charitable Contribution/Gift of the Property:** Subject to the conditions and other provisions contained in this Agreement, Donor will transfer the Property to Donee as a charitable contribution, and Donee agrees to accept the charitable contribution of the Property as described herein (the "Property Gift").

2. **Closing:** Subject to the conditions contained in this Agreement, the consummation of the Property Gift contemplated by this Agreement (the "Closing") shall take place on April 30, 2015 (the "Closing Date"). By executing this Agreement, Donor agrees to make and Donee agrees to accept the Property Gift on the Closing Date, subject to the terms and conditions of this Agreement. Time is of the essence with regard to all dates described in this Agreement, including, without limitation, the Closing Date.

3. **Covenants Related to the Property Gift:** Donee covenants and agrees with Donor as follows:

(a) Tax Deduction/Charitable Status. Donor and Donee intend the Property Gift to qualify as a charitable contribution by Donor to an organization exempt from federal income taxes pursuant to and in accordance with Section 170 of the Internal Revenue Code (the "Code") and the terms and provisions of this Agreement shall be interpreted consistently therewith. Donee intends to use the Property Gift for public purposes.

(b) Transfer Notification. Donee shall notify the Chief Financial Officer of Donor at least thirty (30) days prior to a transfer of all or any portion of the Property, if such transfer is planned to occur within three (3) years after the Closing Date. This is a requirement of notice only and nothing herein shall prohibit the transfer by Donee of the Gift Property.

All of the provisions of Section 3 shall survive Closing.

4. **Conditions Precedent to the Property Gift:** Donor's obligations under this Agreement shall be contingent upon the satisfaction of the following conditions; provided that Donor, in its sole and absolute discretion, shall be permitted to waive in writing any one or more of the following:

(a) Tax Deduction/Charitable Status. On the Closing Date, Donee shall provide Donor a formal written acknowledgment of the charitable contribution as required by the Internal Revenue Code and/or the income tax treasury regulations promulgated thereunder (including IRS Form 8283) and otherwise cooperate with Donor in substantiating the Property Gift under Section 170 of the Code and comparable provisions of state income tax laws.

(b) Performance. Donee must have performed and complied with its covenants, agreements and obligations required by this Agreement, and all of Donee's representations and warranties made in this Agreement must be true and correct.

(c) Absence of Litigation. There shall be no pending or threatened litigation regarding this Agreement or the Property Gift.

5. **Title and Closing Deliveries:**

(a) Title to the Property shall include all rights, privileges and appurtenances belonging or in anywise appertaining to the Property.

(b) Donor shall convey the Property to Donee by Special Warranty Deed of Gift, in the form of Exhibit B attached hereto and incorporated herein by reference (the "Special Warranty Deed of Gift"). The Property will be conveyed subject to all encumbrances of record; current and subsequent taxes; leases or the rights of any tenants or lessees, parties in possession; all outstanding mineral rights or reservations, oil, gas, or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights-of-way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Property; all other matters which an accurate survey would show applicable to or affecting the Property; and containing the restrictions described in Section 8.

(c) At Closing, Donee shall have the responsibility of paying all recording fees. All unpaid ad valorem taxes due and payable on the Property within the calendar year of the Closing shall be prorated between Donor and Donee as of the Closing Date, with Donor being responsible for the payment of all such taxes accruing prior to the Closing Date and Donee being responsible for the payment of all such taxes accruing on or after the Closing Date. Donor agrees to promptly forward to Donee any property tax statements for the Property received by Donor after Closing.

(d) At Closing, Donor agrees to deliver (i) a FIRPTA affidavit, and (ii) the Tennessee standard form title insurance lien affidavit.

6. **"As Is" Transfer:** The charitable contribution of the Property by Donor to Donee shall be conveyed in an "AS-IS", "WITH ALL FAULTS" condition and without any representation or warranty whatsoever by Donor, except for the warranties of title, if any,

contained in the Special Warranty Deed of Gift given at Closing and except for customary representations made in the standard title affidavits provided to the title insurance company at Closing. Donee acknowledges that it has made such inspections of the condition of the Property as it deems necessary or advisable and acknowledges that it is not relying on any representation, statement or other assertion by Donor or its affiliates, or any person or entity representing or purporting to represent Donor or its affiliates, with respect to the Property or the Property's condition but is relying on Donee's examination of the Property. Donor expressly disclaims any representation or warranty, express or implied, including, without limitation, those concerning (a) the nature and condition of the Property and the suitability of the Property for any and all activities and uses Donee may elect to conduct thereon, (b) the manner, construction, condition and state of repair or lack of repair of any improvements located on, or comprising, the Property or part thereof, and (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, including, but not limited to, zoning and environmental laws, rules and regulations and the Americans with Disabilities Act and other laws regarding access for handicapped persons. The Special Warranty Deed of Gift conveying the Property at Closing will incorporate the terms and conditions contemplated by this Section 6. All provisions of this Section 6 shall survive Closing.

7. **Release:** Donee, on behalf of itself and each of its affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors, assigns, purchasers, transferees, donees and tenants (the "Donee Parties") hereby expressly releases and forever discharges (to the fullest extent that it is within the power of the Donee to so release and discharge) Donor and Donor's parent, affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors and assigns (collectively, the "Donor Parties") from any and all claims, lawsuits, liabilities, obligations, penalties, causes of action, suits in equity or claims for relief of whatever kind or nature, whether known or unknown, that the Donee Parties may have or which may hereafter be asserted or accrued against the Donor Parties, or any of them by the Donee Parties, resulting from or in any way relating to (a) the Property, including, without limitation, the environmental condition of the Property and (b) any federal, state or local law, ordinance, zoning rule or regulation applicable to the Property, including, without limitation, such laws, ordinances or zoning rules or regulations related to the environment, health or safety, such as, by way of illustration and not limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), any so called "Superfund" or "Superlien" law, the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.) and the Clean Air Act (42 U.S.C. Section 7401 et seq.) (collectively, the "Release"). Donor and Donee agree that the Release shall survive Closing and shall be incorporated into the Special Warranty Deed of Gift.

8. **Restrictions:** In addition to the Release set forth above, the Special Warranty Deed of Gift shall also contain the following restrictions on the Property:

(a) Intentionally Omitted.

(b) Demolition Restrictions. Without the prior written consent of the Chief Financial Officer of Donor (which may be withheld in the sole and absolute discretion of the Chief Financial

Officer of Donor). Donee shall be prohibited from demolishing, razing, destroying or altering in any material respect all or any portion of the buildings, facilities and improvements within the Property for a period of five (5) years from the Closing Date; provided that the foregoing restriction shall not prohibit alterations made by the Donee to the buildings, facilities and improvements within the Property that do not reduce the fair market value of the Property in a material respect and are reasonably necessary to transform the buildings, facilities and improvements to achieve Donee's charitable purposes.

9. **Warranties and Representations of Donee:** As an inducement to Donor to enter into this Agreement, Donee represents and warrants to Donor that (i) Donee is a political subdivision of the State of Tennessee, (ii) Donee has the power to execute, deliver and perform this Agreement, (iii) all action on the part of Donee and its officers and directors necessary for the authorization, execution and delivery of this Agreement and the performance of its obligations hereunder has been taken, and (iv) this Agreement is a valid and binding obligation of Donee, enforceable in accordance with its terms except as limited by applicable bankruptcy, insolvency and other laws of general application affecting enforcement of creditors' rights generally and general principles of equity.

10. **Notices:**

(a) If Donee shall desire to give notice to Donor under this Agreement such notice shall be in writing and shall be delivered in person with written acknowledgement of receipt or by nationally recognized overnight delivery service (signature release required) to Donor at the following address:

American Snuff Company, LLC
c/o R. J. Reynolds Tobacco Company
401 Main Street
Winston-Salem, NC 27101
Attn: Mr. Greg Colner

With a required copy to:

Womble Carlyle Sandridge & Rice LLP
One West Fourth Street
Winston-Salem, NC 27101
Attn: Trent E. Jernigan

(b) For the purpose of notice to the Donee the same notice requirement as set forth in subparagraph (a) above shall apply and the address for the Donee shall be at the following address:

Robertson County
_____
_____
_____

With a required copy to:

Clyde W. Richert, III. Esquire
Richert & Dilliha PLLC
516 S. Main Street
Springfield. TN 37172

11. **Severability:** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof. and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

12. **Counterparts:** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

13. **Applicable Law; Jurisdiction and Venue:** This Agreement is governed by and shall be construed under the laws of the State of North Carolina. Any claim or dispute arising between the parties regarding the terms or performance of this Agreement will be adjudicated in the state or federal courts of North Carolina. and both parties consent to the exclusive jurisdiction of such Courts. Venue will lie only in Forsyth County, North Carolina or the U.S. District Court for the Middle District of North Carolina.

14. **Brokers:** Donor and Donee do hereby represent to each other that neither has dealt with any broker, finder. real estate agent or other agent in connection with the transactions contemplated herein. Each party agrees to defend. indemnify and hold harmless the other party from and against any claims by any party for brokerage commissions, finder's or other fees relative to this Agreement or the sale of the Property. arising from any agreements between such parties.

15. **Closing Expenses:** In addition to the costs expressly set forth herein, Donee shall pay the costs of all due diligence. including without limitation. all environmental site assessments, engineering assessments and studies, surveys, title searches, title commitment and title insurance. Except as expressly set forth herein, each of Donor and Donee shall pay its own costs and expenses, including the fees of attorneys, accountants, consultants, brokers and other advisors. incurred at any time in connection with this Agreement or the Property Gift.

16. **Confidentiality:** Donor and Donee shall cooperate to agree upon the press release to be issued regarding the Property Gift, and no press release shall be issued by either Donee or Donor until such press release has been approved in writing by both Donor and Donee.

17. **No Assignment**: This Agreement may not be assigned by either Donor or Donee without the prior written consent of the other party.

18. **Reliance:** Donee, for itself, as well as each of the Donee Parties, acknowledges and agrees that all materials provided to it by Donor or obtained in connection with the proposed Property Gift (the "Materials") may not be relied upon by Donee or the other Donee Parties or their respective attorneys, employees, agents or consultants for any purpose. The Materials are provided in their "As Is" condition without any warranty whatsoever. Donee acknowledges that it is responsible for its own independent verification and confirmation of the Materials and due diligence and analysis of the Property. Donee acknowledges that no representations or warranties have been or will be made to it with respect to any of the Materials, including, without limitation, with respect to the accuracy or completeness of such Materials. Donor and its attorneys, agents and consultants shall have no liability or culpability of any nature as a result of providing any of the Materials or as a result of any reliance on the Materials, however obtained.

19. **Waivers:** Any waiver of the covenants and conditions contained herein must be a writing signed by Donor. The failure of Donor to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No consent or waiver, express or implied, by Donor to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

20. **Survival:** The following sections of this Agreement shall survive the Closing and charitable contribution of the Property by Donor to Donee: 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22 and this Section 20.

21. **Tax Considerations:** As provided above, the parties intend the Property Gift to qualify as a charitable contribution by Donor pursuant to Section 170 of the Code. The parties therefore agree that any restriction contained herein, including without limitation, any restriction provided in the Special Warranty Deed of Gift that materially impairs the Donor's charitable contribution deduction available to Donor pursuant to Section 170 of the Code shall be rendered void to the extent of any such impairment to the Donor's charitable contribution deduction by this Section 21; provided, however, that the provisions of this Section 21 shall not impair, qualify or otherwise affect any indemnification obligation of the Donee.

22. **Entire Agreement:** This Agreement (which consists of this Donation Agreement and Exhibits A-1 and B attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. This Agreement may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Donor and Donee.

[Signatures follow on next page]

IN WITNESS WHEREOF, Donor and Donee have caused this instrument to be signed as of the day and year first above written.

DONOR:

AMERICAN SNUFF COMPANY, LLC,
a Delaware limited liability company

By: Randall M Spach
Name: Randall M Spach
Title: President

[*signatures continue on next page*]

IN WITNESS WHEREOF, Donor and Donee have caused this instrument to be signed as of the day and year first above written.

DONEE:

ROBERTSON COUNTY, a political subdivision of the State of Tennessee

By: _____
Name: Howard R Bradley
Title: County Mayor

Connie Stroud, Register
Robertson County Tennessee
Rec #: 243272 Instrument #: 287739
Rec'd: 65.00 Recorded
State: 0.00 5/1/2015 at 3:05 PM
Clerk: 0.00 in Record Book
Other: 2.00 1618
Total: 67.00 Pgs 371-383

ADDRESS OF NEW OWNER(S):	SEND TAX BILLS TO:	MAP PARCEL NOS.
Robertson County		080I-D-024.00, 080I-D-025.00, 080I-D-026.00 and 080I-D-035.00
(Name)	(Name)	
(Street Address)	(Street Address)	
(City) (State) (Zip)	(City) (State) . (Zip)	

THIS INSTRUMENT PREPARED BY
Womble Carlyle Sandridge & Rice, LLP
One West Fourth Street
Winston-Salem, NC 27101
ATTENTION: Trent E. Jernigan

AFTER RECORDING, RETURN TO:
Clyde W. Richert III, Esquire

SPECIAL WARRANTY DEED OF GIFT
(Tennessee)

THIS SPECIAL WARRANTY DEED OF GIFT, made and entered into this 30th day of April, 2015, by and between **AMERICAN SNUFF COMPANY, LLC**, a Delaware limited liability company (formerly known as Conwood Company, LLC, successor by merger to Conwood Company, L.P.) ("Grantor") and **ROBERTSON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee ("Grantee").

WITNESSETH:

That Grantor, pursuant to that certain Donation Agreement dated April 2, 2015, by and between Grantor and Grantee, for and in contemplation of its fulfillment of donative intent, has and by these presents does give, transfer, grant and convey unto Grantee in fee simple, all those certain lots or parcels of land situated in the County of Robertson, State of Tennessee, and more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the aforesaid Property, together with all the rights, privileges and appurtenance belonging or in any way appertaining to the Property, unto Grantee, its successors and assigns, in fee simple.

And Grantor covenants with Grantee, that except as set forth below, Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except that title to the Property is subject to those matters set forth on Exhibit B attached hereto and incorporated herein by reference.

The Property is conveyed in its "AS-IS" and "WITH ALL FAULTS" condition and, except as expressly set forth above, without any representation or warranty whatsoever by Grantor. By accepting this Deed, the Grantee hereby: (i) acknowledges that it has made such

inspections of the condition of the Property as it deems necessary or advisable and acknowledges that it is not relying on any representation, statement or other assertion by Grantor, its affiliates or by anyone purporting to represent any of them, with respect to the Property or the Property's condition but is relying on Grantee's examination of the Property; and (ii) acknowledges that Grantor expressly disclaims any representation or warranty, express or implied, including, without limitation, those concerning (a) the nature and condition of the Property and the suitability of the Property for any and all activities and uses the Grantee may elect to conduct thereon, (b) the manner, construction, condition and state of repair or lack of repair of any improvements located on, or comprising, the Property or part thereof, and (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, including, but not limited to, zoning and environmental laws, rules and regulations and the Americans with Disabilities Act, as amended, and other laws regarding access for handicapped persons.

Grantee, on behalf of itself and each of its affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors, assigns, purchasers, transferees, donees and tenants (the "Grantee Parties") hereby expressly releases and forever discharges Grantor and Grantor's affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors and assigns (collectively, the "Grantor Parties") from any and all claims, lawsuits, liabilities, obligations, penalties, causes of action, suits in equity or claims for relief of whatever kind or nature, whether known or unknown, that the Grantee Parties may have or which may hereafter be asserted or accrued against the Grantor Parties, or any of them by the Grantee Parties, resulting from or in any way relating to (a) the Property, including, without limitation, the environmental condition of the Property and (b) any federal, state or local law, ordinance, zoning rule or regulation applicable to the Property, including, without limitation, such laws, ordinances or zoning rules or regulations related to the environment, health or safety, such as, by way of illustration and not limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), any so called "Superfund" or "Superlien" law, the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.) and the Clean Air Act (42 U.S.C. Section 7401 et seq.). The foregoing release given by the Grantee shall be construed to be appurtenant to and run with the Property and shall be binding upon any party who may from time to time own, lease or otherwise have an interest in the Property, subject to the limitations contained herein.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the signatures of Grantor the day and year first above written.

AMERICAN SNUFF COMPANY, LLC, a Delaware limited liability company

By: Randall M Spach

Name: Randall M Spach

Its: President

STATE OF Tennessee

COUNTY OF Montgomery

Before me, a Notary Public of the state and county mentioned, personally appeared Randall M Spach, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President, authorized to execute the instrument, of AMERICAN SNUFF COMPANY, LLC, the within named bargainor, a limited liability company, and that such person as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by such person as such President.

WITNESS my hand and seal, at office in *(county, state)* Montgomery, Tennessee this 20 day of April, 2015.

Dawn Mulloy

Notary Public

My Commission Expires: 05/16/2017

DAWN MULLOY
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

WCSR 31041670v5

STATE OF Tennessee :
COUNTY OF Montgomery

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ EXEMPT.

Affiant

Sworn and subscribed to before me this 20 day of NOV, 2015.

Notary Public
My Commission Expires: 05.16.2017

DAWN MULLOY
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

WCSR 31041670v5

EXHIBIT B

ENCUMBRANCES

1. All easements, restrictions and rights of way of record;

2. 2015 city and county ad valorem taxes and subsequent taxes;

3. All other matters which an accurate survey would show applicable to or affecting the Property;

4. Intentionally Omitted.

5. The following demolition restrictions:

   a. Without the prior written consent of the Chief Financial Officer of Grantor (which may be withheld in the sole and absolute discretion of the Chief Financial Officer of Grantor), Grantee shall be prohibited from demolishing, razing, destroying or altering in any material respect all or any portion of the buildings, facilities and improvements within the Property for a period of five (5) years from the date of recording of this Deed; provided that the foregoing restriction shall not prohibit alterations made by the Grantee to the buildings, facilities and improvements within the Property that do not reduce the fair market value of the Property in a material respect and are reasonably necessary to transform the buildings, facilities and improvements to achieve Grantee's charitable purposes.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, referred to herein as "the **AGREEMENT**" by and between Robertson County, Tennessee, referred to herein as "the **COUNTY**" and the Industrial Development Board of the County of Robertson, referred to herein as "the **BOARD**", with references herein made to the County Building and Grounds Committee, referred to herein as "the **COMMITTEE**".

WITNESSETH:

WHEREAS, the American Snuff Corporation has recently deeded by gift to the County certain improved real property located on Central Avenue in Springfield, Tennessee, referred to herein as "the Property", said deed recorded at Record Book 1618, page 371, in the Register's Office for said County; and

WHEREAS, before the County accepted the property certain discussions were held between the County and the Board regarding the possible uses to be made of the property; and

WHEREAS, the Committee has recently met with the Board and such possible uses for the property have been further discussed and the Committee has recommended that the County deed the property to the Board with these agreements;

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to deed the Property to the Board upon the terms and conditions as set forth herein and as may be set forth in the proposed deed of conveyance attached hereto as Exhibit "A". The Board agrees to accept said property and to abide by such terms of conveyance.

2. The Board indicates it is familiar with those terms of the recorded Deed and separate Donation Agreement attached hereto between American Snuff Corporation and the County and agrees to keep and perform all obligations of the County undertaken therein.

3. The Board agrees to keep and maintain public liability insurance upon the premises in a single limit coverage of $1,000,000 together with comprehensive property insurance in the highest insurable value, naming the County as an additional insured, and to furnish to the County a copy of said insurance policy before the deed transfer. If possible the County will attempt to insure the property through its coverage with any additional cost to the County being paid by the Board.

4. The Board agrees to submit a report to the Committee at least quarterly regarding all activity undertaken by the Board with respect to the property, providing copies of any leases, bills or other documents pertaining to the property.

5. It is the parties' joint intent that this property be used for economic development for the County. In the event at a later time the County and the Board jointly agree that it is not economically feasibly or otherwise to keep and maintain the property for such anticipated tax exempt purposes, the County and Board may jointly then agree to sell the property. In the event of sale, the County and Board will work together to sell the property and will share ½ each any net proceeds of the sale.

6. The parties acknowledge that it is expected that the Board will make certain expenditures and improvements to the property from the Board's funds. The parties agree that they will share ½ each any income generated from the Property, with the further understanding that the Board will be entitled to reimburse itself first for any out-of-pocket expenditures for the property.

7. The Parties acknowledge it is their belief that the Property should qualify as exempt from any property taxes but in the event any such property taxes should be assessed, such taxes will be paid by the Board and any such payment will be a deduction before the County receives its share of any income.

8. The Board agrees not to encumber the Property or undertake any activity which will create a lien or encumbrance upon the Property. Any work undertaken by the Board on the property shall be timely prosecuted and paid for by the Board.

9. The Parties agree that these Agreements will run with the land and be enforceable as such.

10. These Agreements executed by the Board and the County based upon proper action by such organizations or entities.

ROBERTSON COUNTY, TENNESSEE

Howard Bradley, County Mayor

15 June 15

Date

INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF ROBERTSON

C. Roger Blackwood

Date

Adcock Requested a Motion at: 7_19_57 PM
Eden Seconded the Motion at: 7_19_57 PM

RESOLUTION 061515067 RESOLUTION TO APPROVE A DONATION OF A CERTAIN TOBACCO WAREHOUSE PROPERTY FROM ROBERTSON COUNTY, TENNESSEE TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF ROBERTSON (AS AMENDED)

Time of Vote: 7_25_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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

Adcock Requested a Motion at: 7_26_02 PM
Hogan Seconded the Motion at: 7_26_02 PM

RESOLUTION 061515067 RESOLUTION TO APPROVE A DONATION OF A CERTAIN TOBACCO WAREHOUSE PROPERTY FROM ROBERTSON COUNTY, TENNESSEE TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF ROBERTSON

Time of Vote: 7_26_24 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

RESOLUTION NO. 061515068

RESOLUTION AUTHORIZING EXECUTION AND/OR ACCEPTANCE OF A CONTRACT OR GRANT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AND ROBERTSON COUNTY, TENNESSEE FOR WASTE AND LITTER REMOVAL

WHEREAS, pursuant to applicable sections of the Tennessee Code Annotated, the Commissioner of Transportation is authorized to make grants to counties for the purpose of funding programs for the collection of litter and trash; and

WHEREAS, Robertson County proposes to submit a plan for executing a contract offered by the State of Tennessee Department of Transportation for collection of waste and litter; and

WHEREAS, it is anticipated that the usual State contract when received will provide for the grant of funds to Robertson County for contract purposes, which is in the interest of said County;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2015, that a contract and/or grant agreement by and between the State of Tennessee Department of Transportation and Robertson County, Tennessee for collection of waste and litter in the period of July1, 2015 through June 30, 2016 when received is hereby approved; and

BE IT FURTHER RESOLVED that the County Mayor and/or the County Sheriff is authorized and empowered to execute said contract on behalf of Robertson County, Tennessee.

RESOLUTION NO. 061515068

Passed this the 15th day of June, 2015, to be effective on the date of its passage, the public welfare requiring it.

Tommy Beggett
COUNTY COMMISSIONER

COUNTY MAYOR

ATTEST:

Susan K. Atchley
SUSAN K. ATCHLEY
County Clerk

Baggett Requested a Motion at: 7_27_03 PM
Hoover Seconded the Motion at: 7_27_03 PM

RESOLUTION 061515068 RESOLUTION AUTHORIZING EXECUTION AND/OR A ACCEPTANCE OF A CONTRACT OR GRANT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTION AND ROBERTSON COUNTY, TENNESSEE FOR WASTE AND LITTER APPROVAL

Time of Vote: 7_27_25 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)

RESOLUTION NO. D615150169

RESOLUTION OF INTENT TO RENEW DISPATCH INTERLOCAL AGREEMENT

WHEREAS, it appears that the current Interlocal Agreement previously entered into in August of 2014, after many months of work by the Joint Dispatch Study Committee regarding a sharing of dispatch costs as between the County, the City of Springfield, the City of White House and the local E-911 District, will expire by its terms on June 30, 2014; and

WHEREAS, it is anticipated that Springfield, White House and the District Board will have the ability to approve an annual renewal and funding of the Agreement before July 1, 2014, but that due to the differences in when the annual fiscal year budgets are approved, the County will not have its portion of the year 7/1/15 to 6/30/16 dispatch budget fully approved until such time as the County adopts in full its yearly budget usually adopted in August of each year; and

WHEREAS, it is desired that the County continue to participate in this cost sharing plan until such time as the new budget is approved;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2015, Robertson County does hereby approve an annual renewal of this Dispatch Agreement, effective on 7/1/15 and to continue until the current year's budget is approved for funding purposes.

Passed this the 15th day of June, 2015, to be effective on the date of its passage, the public welfare requiring it.

Billy Doyle
COUNTY COMMISSIONER

COUNTY MAYOR

ATTEST:

Susan K. Atchley
SUSAN K. ATCHLEY
County Clerk

Vogle Requested a Motion at: 7_28_00 PM
Couts Seconded the Motion at: 7_28_00 PM

RESOLUTION 061515069 RESOLUTION OF INTENT TO RENEW DISPATCH INTERLOCAL AGREEMENT

Time of Vote: 7_29_02 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 was		Absent
Couts voted:	Y	
Dorris was		Absent
Dugger voted:	Y	
Eden voted:	Y	
Ellis was		Absent
Farmer voted:	Y	
Glover voted:	Y	
Gregory was		Absent
Haley voted:	Y	
Hogan voted:	Y	
Hoover voted:	Y	
Jackson voted:	Y	
B. Moore voted:	Y	
S. Moore voted:	Y	
Roberts voted:	Y	
Spears voted:	Y	
Stroud voted:	Y	
Stubblefield voted:	Y	
Vogle voted:	Y	
Wilson voted:	Y	

Passed (20 Y - 0 N - 4 Absent)