STATE OF TENNESSEE

COUNTY OF ROBERTSON

TERM AUGUST 22, 2017 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 22nd day of August 2017 at 7:00 PM. The Monday, August 21st meeting was reschedule due to the solar eclipse.

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

The invocation was given by Commissioner Eden. The pledge to the flag followed.

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

MINUTES OF PREVIOUS MEETING

On motion by Commissioner Roberts 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 the loss of former County Commissioner Lovell Cook. Bradley stated he served with Cook who dedicated many years to Robertson County Schools. Mr. Cook will be missed. Bradley said he seen numerous out of town folks around Robertson County who came from all over the country for the eclipse experience, which went off without a hitch. Bradley thanked all who helped during this busy time. Bradley reminded the Commissioners they will host the upcoming meeting with CTAS at the Catfish House on September 19th at 6:00 P.M. and to please call to make reservation. He encouraged all to attend.

REPORTS

The following reports were received, filed and approved by voice vote on motion by Commissioner Haley and second by Commissioner Couts. Highway, Animal Control, Trustee, Planning and Zoning, Fire, EMS, Emergency Management Agency, Solid Waste, Veteran Service and Finance. Commissioner Dorris told of some Fire Services not reporting on time.

REZONING RESOLUTIONS PUBLIC HEARING

A public hearing was held before the rezoning of property. There being no comments the public hearing was closed at this time.

REZONING RESOLUTIONS

REZONE JAMES BELL PROPERTY

Resolution number 082217071 to rezone James Bell property from AG-2 (Agricultural/Residential District) to RP-80 (Rural Preservation) was presented. Commissioner Brown made the motion to approve and second by Commissioner Eden. Motion was approved by roll call vote. (Resolution and Roll Call included)

NEW RESOLUTION

BOND ISSUE TO PURCHASE THE TSC BUILDING (ELECTION DEPT MOVE)

Resolution number 082217072 a resolution authorizing the issuance of interest-bearing general obligation capital outlay notes of Robertson County Tennessee, in an aggregate principal amount of not to exceed issuance, sale and payment of said notes, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of tax for the payment of principal thereof and interest thereon was presented by Commissioner Hoover and second by Commission Adcock. Motion approved by roll call vote. (Resolution and Roll Call included)

PROPERTY TAX LEVY

Resolution number 082217073 a resolution establishing the property tax levy of (3.085) for Robertson County, Tennessee for the fiscal year ending June 30, 2018 was presented by Commissioner Hoover and second by Commission Couts. Motion approved by roll call vote. (Resolution and Roll Call included)

BUDGET FOR YEAR ENDING JUNE 30, 2018

Resolution number 082217074 a resolution making appropriations for the various funds, departments, offices and agencies of Robertson County, Tennessee for the fiscal year ending June 30, 2018 was presented by Commissioner Hoover and second by Commission Glover. Motion approved by roll call vote. (Resolution and Roll Call included)

SURETY BOND FOR DIRECTOR OF SCHOOLS (DR. CHRISTOPHER J. CAUSEY)

Resolution number 082217075 a resolution for surety for Director of Schools, Dr. Christopher J. Causey was presented by Commissioner Bill Moore and second by Commission Glover. Motion approved by roll call vote. (Resolution and Roll Call included)

SURETY BOND FOR FINANCE DIRECTOR (JODY STEWART)

Resolution number 082217076 a resolution for surety for Finance Director Jody Stewart was presented by Commissioner Stubblefield and second by Commission Baggett. Motion approved by roll call vote. (Resolution and Roll Call included)

CHANGES TO MAINTENANCE ROAD LIST AND MAP

Resolution number 082217077 Highway Department resolution number NO. 17-230-08 a resolution making changes to the official maintenance road list and map for Robertson County, Tennessee was presented by Commissioner Vogle and second by Commission Couts. Motion approved by roll call vote. (Resolution and Roll Call included)

RESLOUTION TO DECLARE SURPLUS PROPERTY (Sheriff)

Resolution number 082217178 to declare surplus property for the Robertson County Sheriff Department was presented. Commissioner Bill Moore made the motion to approve and second by Commissioner Glover. Motion was approved by roll call vote. (Resolution and Roll Call included)

APPROVE GRANT OF WATER LINE EASEMENT (Logan/Todd County KY)

Resolution number 082217179 a resolution to approve grant of water line easement for Logan and Todd Counties in Kentucky was presented. Commissioner Bill Moore made the motion to approve and second by Commissioner Hogan. Motion was approved by roll call vote. (Resolution and Roll Call included)

APPROVED COPY MACHINE BID

Resolution number 082217180 a resolution to approve a copy machine bid was presented. Commissioner Hoover made the motion to approve and second by Commissioner Farmer. Motion was approved by roll call vote. (Resolution and Roll Call included)

OLD BUSINESS

NEW BUSINESS

Mayor Bradley mentioned the upcoming meeting that will be held at the Stokes Brown Public Library regarding the library employees becoming city or county employees. Mayor Bradley told of the ribbon cutting at the new SHS football stadium being held Friday, August 25, at 6 p.m. He encouraged all to attend.

NOTARIES

The following were elected to the office of Notary Public on motion of Commissioner Bowens and second by Commissioner Stroud. Crystal Bosel, Kimberly Davidson, Michael D. Dorris, Julia Dugan, Tera Gillentine, Isaac S. Eubanks, Rebecca E. Garner, Irene E. Gregory, Russell Don Gupton, Kathleen Hellweg, Elizabeth B. Jackson, Kortney Lee, Katina Martin, Lacey L. Martin, Dana M. Meadows, Janet M. Mink, Melissa G. Murphy, Michelle Annette Murray, April M. Ratliff and Leon Lawrence Smith.

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

Howard R. Bradley, County Mayor

Susan K. Atchley, County Clerk

Date and Time of New Session: 8_22_2017 6_58_00 PM

Begining Roll Call for New Session:

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

Number of Voters PRESENT for Roll Call: 23
Number of Voters ABSENT for Roll Call: 2

Resolution No. 082217071

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

Mr. James Bell

WHEREAS, Mr. James Bell requests to rezone **1.83 acres** of land located on Pleasant Hill Road, 1st Civil District (1st 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 **1.83 acres** of land owned by **Mr. James Bell** is hereby rezoned from **AG-2 (Agricultural/Residential) to RP-80 (Rural Preservation)** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

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

Approved and adopted by the Board of County Commissioners.

Beginning on a half inch iron re-bar set on the west right-of-way of Pleasant Hill Road, being set 30.0 feet from the center of said road, southeast corner of James E. Bell (D.B. 170 P. 45), and being the northeast corner of the herein described tract, thence running with the west right-of-way of Pleasant Hill Road S 05 degrees 52 minutes 15 seconds W 273.09 feet to a half inch iron re-bar set on the west right-of-way of Pleasant Hill Road, being set 30.0 feet from the center of said road, new corner of James E. Bell (Remainder of R.B. 600 P. 916), thence severing the lands of James E. Bell (R.B. 600 P. 916) for the next two calls as follows: N 81 degrees 02 minutes 54 seconds W 362.85 feet to a half inch iron re-bar set, thence N 06 degrees 51 minutes 49 seconds E 170.70 feet to a half inch iron re-bar set in the south boundary line of William G. Walker (R.B. 735 P. 876), new corner of James E. Bell (Remainder of R.B. 600 P. 916), thence running with the boundary lines of William G. Walker (R.B. 735 P. 876) for the next two calls as follows: S 81 degrees 30 minutes 04 seconds E 170.00 feet to the base of a half inch iron re-bar found disturbed, thence N 06 degrees 52 minutes 41 seconds E 90.37 feet to a half inch iron re-bar set in the east boundary line of William G. Walker (R.B. 735 P. 876), corner of James E. Bell (D.B. 170 P. 45), and being further located S 06 degrees 52 minutes 41 seconds W 60.02 feet from the base of a half inch iron re-bar found disturbed, thence running with the south boundary line of James E. Bell (D.B. 170 P. 45) S 84 degrees 14 minutes 09 seconds E 187.96 feet to the beginning, containing **1.83 acres.**

8-22-2017
Date

Robertson County Mayor

Robertson County Clerk

6-0

Planning & Zoning

Brown Requested a Motion at: 7_03_10 PM
Eden Seconded the Motion at: 7_03_10 PM

RESOLUTION NO 082217071 A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 (AGRICULTURE/RESIDENTIAL) TO RP-80 (RURAL PRESERVATION)

Time of Vote: 7_03_34 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y	
Jackson was		Absent
Eden voted:	Y	
Hoover voted:	Y	
Gregory voted:	Y	
Roberts voted:	Y	
Brown voted:	Y	
Spears was		Absent
Adcock voted:	Y	
Evans voted:	Y	
S. Moore voted:	Y	
Wilson voted:	Y	
Stroud voted:	Y	
Vogle voted:	Y	
Dorris voted:	Y	
Stubblefield voted:	Y	
Baggett voted:	Y	
Hogan voted:	Y	
Glover voted:	Y	
B. Moore voted:	Y	
Ellis voted:	Y	
Haley voted:	Y	
Bowens voted:	Y	
Farmer voted:	Y	

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 082217072

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF ROBERTSON COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE HUNDRED THOUSAND DOLLARS ($900,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

WHEREAS, pursuant to authority granted by Sections 9-21-101 et seq., Tennessee Code Annotated, subject to the approval of the Director of State and Local Finance, counties in Tennessee are authorized to issue interest-bearing capital outlay notes for a period of not to exceed twelve (12) years for all county purposes for which general obligation bonds can be legally authorized and issued; and

WHEREAS, the Governing Body of the County has determined that it is necessary, desirable and advantageous to issue the Notes to provide funds for the purpose of: (i) funding the Projects; (ii) reimbursement for funds previously expended for the costs of the Projects, if any; and (iii) the payment of costs incident to the issuance and sale of the Notes authorized herein; and

WHEREAS, it is the intention of the Governing Body of the County to adopt this resolution for the purpose of authorizing the Notes, establishing the terms thereof, providing for the issuance, sale and payment of the Notes and disposition of proceeds therefrom, providing for the levy of a tax for the payment of principal thereof and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County as follows:

Section 1. Authority to Issue Notes. The Notes authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, including Section 9-21-608, and other applicable provisions of law

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;

(b) "County" shall mean Robertson County, Tennessee;

(d) "Governing Body" shall mean the Board of County Commissioners of the County;

(e) "Notes" shall mean the not to exceed $900,000 General Obligation Capital Outlay Notes, Series 2017 of the County, to be dated their date of issuance, or having such other designation or such other dated date as shall be determined by the County Mayor, pursuant to Section 8 hereof;

(f) "Projects" shall mean (i) constructing, repairing and renovating County Election Commission facilities, and the acquisition, installation and equipping of the foregoing; (ii) acquisition of all property, real and personal appurtenant to the foregoing; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and

(g) "Registration Agent" shall mean the County Trustee who shall serve as registration and paying agent or any successor registration agent and paying agent appointed by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. (a) The County has heretofore adopted its Debt Management Policy and hereby finds that the issuance and sale of the Notes, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The term of the Notes will not exceed the useful economic life of the Projects. Approximate debt service is attached hereto as Exhibit A, subject to change permitted by Section 8 hereof. The estimated interest expense and costs of issuance of the Notes are also attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Notes. (a) For the purpose of funding the Projects, reimbursing the County for funds previously expended for costs of the Projects, if any, and paying the costs incident to the issuance and sale of the Notes, there are hereby authorized to be issued interest bearing capital outlay notes of the County, in certificated form, in an aggregate principal amount of not to exceed $900,000. Subject to the adjustments permitted in Section 8 hereof, the Notes shall be issued in one or more emissions, in fully registered form, without coupons, shall be known as "General Obligation Capital Outlay Notes, Series 2017" and shall be dated their date of issuance, or having such other designation or such other dated date as shall be determined by the County Mayor; and shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable Tennessee law, payable, subject to the adjustments permitted pursuant to Section 8 hereof, semi-annually on November 1 and May 1 until the Notes mature or are redeemed, commencing November 1, 2017. The Notes shall be issued initially in $5,000 denominations or integral multiples of $1,000 in excess thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted by Section 8 hereof, the Notes shall mature serially or be subject to mandatory redemption and be payable on May 1 of each year, in the years 2018 through 2027, in the approximate amounts as set forth on Exhibit A, but in no event shall the principal payable on the Notes annually be less than one-ninth of the original principal amount and the Notes shall not mature later than the end of the seventh fiscal year following the fiscal year in which the Notes are issued.

(b) Subject to the adjustments permitted by Section 8 hereof, the Notes shall be subject to redemption prior to maturity at the option of the County, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine; provided, however, notwithstanding the foregoing, if the Notes are sold as Term Notes, as defined below, the Governing Body may designate the mandatory redemption payment to be redeemed.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements as determined by the County Mayor. In the event any or all the Notes are sold as Term Notes, the County shall redeem Term Notes on redemption dates in aggregate principal amounts equal to the maturity amounts determined by the County Mayor at a price of par plus accrued interest thereon to the date of redemption. The Term Notes to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Notes to

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Notes registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. This notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates determined by the County Mayor) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

(e) The County hereby authorizes and directs the Registration Agent to maintain Notes registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

(f) The Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes by check or draft on each interest payment date directly to the registered owners as shown on the Notes registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Notes registration records, without, except for final

payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. If requested by the Owner, payment of interest on such Notes shall be paid by wire transfer to a bank within the continental United States and written notice of any such election is given to the Registration Agent prior to the record date.

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

(h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue new Notes or the Notes to the assignee(s) in $5,000 denominations, or integral multiples of $1,000 in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Notes during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Notes, nor to transfer or exchange any Notes after the notice calling such Notes for redemption has been made, nor to transfer or exchange any Notes during the period following the receipt of instructions from the County to call such Notes for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Notes, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be

overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

(i) The Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

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

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

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

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

(Form of Note)

REGISTERED REGISTERED

Number _____ $_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF ROBERTSON
GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2017

Interest Rate: Maturity Date: Date of Note: [CUSIP No.:]

Registered Owner:

Principal Amount: DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That Robertson County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures or is redeemed, said interest being payable on October 1, 2017, and semi-annually thereafter on April1 and October 1. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the Robertson County Trustee, Springfield, Tennessee as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of principal hereof shall be made upon presentation and surrender of this Note to the Registration Agent when due.

The Notes shall be subject to redemption prior to maturity at the option of the County, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Commissioners of the County, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine; provided, however, notwithstanding the foregoing, if the Notes are sold as Term Notes, the Governing Body may designate the mandatory redemption payment to be redeemed.

Subject to the credit hereinafter provided, the County shall redeem Notes maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Notes to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Notes to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Notes Redeemed

*Final Maturity

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

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Notes registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. This notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates determined by the County Mayor) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

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

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

This Note is one of a total authorized issue aggregating $900,000 to provide funds for the purpose of: (i) constructing County Election Commission facilities, and the acquisition, installation and equipping of the foregoing; acquisition of all property, real and personal appurtenant to the foregoing; and payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (ii) reimbursement for funds previously expended for the costs of the projects, if any; and (iii) the payment of costs incident to the issuance and sale of the Notes and issued by the County for the purpose of providing funds to finance under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on the twenty- second day of August, 2017.

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Note, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said Resolution.

IN WITNESS WHEREOF, Robertson County, Tennessee, has caused this Note to be signed by its County Mayor with his manual facsimile signature and attested by its County Clerk with his manual [facsimile] signature under an impression [facsimile] of the corporate seal of the County, all as of the day and date hereinabove set forth.

ROBERTSON COUNTY

BY: _____

County Mayor

(SEAL)

ATTESTED:

_____
County Clerk

Transferable and payable at the principal office of: Robertson County Trustee
Springfield, Tennessee

Date of Registration: _____

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

Robertson County Trustee
Registration Agent

_____

(FORM OF ASSIGNMENT)

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

Dated:_____

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

Signature guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member of a medallion program acceptable to the Registration Agent.

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

Section 8. Sale of Notes. (a) The Notes shall be offered for public sale, pursuant to an informal or competitive bid process, or at negotiated sale, as permitted by law, as shall be determined by the County Mayor, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, if any, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with Stephens Inc., Nashville, Tennessee, the County's financial advisor (the "Financial Advisor").

(b) If the Notes are sold in more than one emission, the County Mayor is authorized to designate the series of each emission, to cause to be sold in each emission an aggregate principal amount of Notes less than that shown in Section 4 hereof for each emission, and to make corresponding adjustments to the maturity schedule of each emission, so long as the total aggregate principal amount of all emissions issued does not exceed the total aggregate principal amount of Notes authorized to be issued herein.

(c) The County Mayor is authorized (i) to change the dated date of the Notes to a date other than their date of issuance; (ii) to change the designation of the Notes to a designation other than "General Obligation Capital Outlay Notes, Series 2017"; (iii) to change the first interest payment date on the Notes to a date other than November 1, 2017 but not later than twelve (12) months from the dated date of the Notes; (iv) to adjust the interest payment frequency to a period other than semi-annually; (v) to adjust the principal and interest payment dates and maturity amounts of the Notes, provided that (A) the total principal amount of all emissions of the Notes does not exceed the total amount of Notes authorized herein, (B) the first maturity date of the Notes or any emission thereof is a date not earlier than May 1, 2018, (C) the final maturity date of each emission shall not exceed the end of the third fiscal year following the fiscal year in which the Notes are issued; and (D) such maturity schedule is approved by the Director of State and Local Finance, if required; (vi) to change the County's optional redemption provisions of the Notes, provided that, if the Notes are sold at not less than par, the redemption premium, if any, shall not exceed one percent (1%) of the par amount of the Notes called for redemption; (vii) to sell less than the authorized principal amount of Notes authorized herein; (viii) to sell the Notes, or any emission thereof, or any maturities thereof as Term Notes with mandatory redemption requirements corresponding to the maturities determined by the County Mayor, as he shall deem most advantageous to the County; and (ix) to cause all or a portion of the Notes to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County and to enter into an agreement with such insurance company with respect to the Notes to the extent not inconsistent with this Resolution.

(d) The County Mayor is authorized to sell the Notes, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Notes, or any emission thereof, as a single issue of notes with any other general obligation capital outlay notes with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be advantageous to the County; provided, however, that the total aggregate principal amount of combined

notes to be sold does not exceed the total aggregate principal amount of Notes authorized by this resolution or notes authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Notes, or any emission thereof, to the bidder whose bid results in the lowest true interest cost to the County, as determined by the County Mayor, provided the rate or rates on the Notes does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Notes or any series thereof, or to sell the Notes by negotiated sale pursuant to a note purchase agreement that complies with the terms of this Resolution. The sale of the Notes by the County Mayor shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Note set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(f) The County Mayor and County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the original purchaser and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Notes.

(g) The County Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Notes and to enter into a contract with Nelson Mullins Riley & Scarborough LLP to serve as bond counsel in connection with the Notes in substantially the form attached hereto as Exhibit B.

(h) The Notes, nor any emission thereof, shall be issued until after the approval of the Director of State and Local Finance shall have been obtained as required by Sections 9-21-101 et seq., and 9-21-608, Tennessee Code Annotated.

Section 9. Disposition of Note Proceeds.

(a) All accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Notes on the first interest payment date following delivery of the Notes.

(b) The remainder of the proceeds of the sale of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2017 General Obligation Note Fund (the "Note Fund") to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Note Fund to pay costs of issuance of the Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. The remaining monies in the Note Fund shall be solely used by the County to pay costs of the Projects and, if applicable, to reimburse the County for any funds previously expended for Project costs. Moneys in the Note Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be retained in the Note Fund unless otherwise approved by the Governing Body. Funds remaining in the Note Fund after payment of costs of issuance, completion of the Projects and reimbursement to the County for funds previously expended for Project costs, if any, shall be transferred to the County's debt service to be used to pay principal and interest on the Notes.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this

transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The County Mayor, working with the Financial Advisor, is hereby authorized to provide for the preparation and distribution of a Preliminary Official Statement or Preliminary Offering Circular describing the Notes. After bids have been received and the Notes have been awarded, or the note purchase agreement has been executed, the County Mayor shall make such completions, omissions, insertions and changes in the Preliminary Official Statement or Preliminary Offering Circular not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement or final Offering Circular for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor shall arrange for the delivery to the successful bidder or purchaser of the Notes of a reasonable number of copies of the Official Statement or Offering Circular within seven business days after the Notes have been awarded or sold for delivery by the successful bidder to each potential investor requesting a copy of the Official Statement or Offering Circular and to each person to whom such bidder and members of his bidding group initially sell the Notes.

The County Mayor and the County Clerk are authorized, on behalf of the County, to deem the Preliminary Official Statement or Preliminary Offering Circular and the Official Statement or Offering Circular in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement or Preliminary Offering Circular of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement or Preliminary Offering Circular and the Official Statement or Offering Circular in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement or Preliminary Offering Circular of such pricing and other information.

No Official Statement or Offering Circular need be prepared if the Notes are sold or expected to be sold to a purchaser that does not intend to reoffer the Notes to the public.

Section 11. Federal Tax Matters Related to the Notes. The County recognizes that the purchasers and holders of the Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is included from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. It is the reasonable expectation of the Governing Body that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Notes to the United States government, it will make such payments as and when required by said Section. The County Mayor and the Director of Finance are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Notes, the Director of Finance is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Notes.

Section 12. Discharge and Satisfaction of Notes. If the County shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways:

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

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"), in trust, on or before the date of maturity, sufficient money or Federal Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date;

(c) By delivering such Notes to the Registration Agent, for cancellation by it; and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the County to the owners of such Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

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

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Notes. The County Mayor is authorized to execute at the Closing of the sale of the Notes, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Notes to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 15. Qualified Tax-Exempt Obligations. The Governing Body hereby authorizes the County Mayor to designate the Notes as "qualified tax-exempt obligations", to the extent the Notes, or any emission thereof, may be designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 16. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Section 9-21-101 et seq., Tennessee Code Annotated, is greater than nine (9) years.

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

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

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

Adopted and approved this 22nd day of August, 2017.

County Mayor

County Clerk

STATE OF TENNESSEE)

COUNTY OF ROBERTSON)

I, Susan Atchley, certify that I am the duly qualified and acting County Clerk of Robertson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of August 22, 2017 of the governing body of the County; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to General Obligation Capital Outlay Notes of said County.

WITNESS my official signature and seal of said County this 22 day of August 2017.

Susan K. Atchley
County Clerk

(SEAL)

The Board of County Commissioners of Robertson County, Tennessee met in a regular session on August 22, 2017 at 7:00 p.m. at the County Office Building, Springfield, Tennessee, with the Honorable Howard R. Brandley, County Mayor and Chairman, presiding.

The following Commissioners were present:

Adcock, Baggett, Bowens, Brown, Couts, Dorris, Eden, Ellis, Evans, Farmer, Glover, Gregory, Haley, Hogan, Hoover, B. Moore, S. Moore, Roberts, Stroud, Stubblefield, Vogle and Wilson

The following Commissioners were absent:

Jackson and Spears

There was also present Susan K. Atchley, County Clerk and Jody Stewart, Director of Finance. After the meeting was duly called to order, the following resolution was introduced by Hoover, second by Couts and after due deliberation, was adopted by the following:

AYE: 21

NAY: 1

EXHIBIT A

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

[LETTERHEAD OF NELSON MULLINS RILEY & SCARBOROUGH LLP]

Mayor Howard Bradley
County Mayor, Robertson County
Robertson County Courthouse
501 South Main Street, Room 108
Springfield, Tennessee 37172

Re: Robertson County, Tennessee General Obligation Capital Outlay Note

Mayor Bradley:

This letter will confirm that Nelson Mullins Riley & Scarborough LLP will serve as bond counsel to Robertson County, Tennessee (the "County") in connection with the issuance of not to exceed $900,000 of the County's General Obligation Capital Outlay Note (the "Note").

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

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Opinion") regarding the validity and binding effect of the Note, the source of payment and security for the Note, and the excludability of interest on the Note from gross income for federal and Tennessee income tax purposes. Our Opinion will be addressed to the County and will be delivered by us on the date the Note is issued (the "Closing").

2. Prepare and review the note resolution (the "Resolution") and basic agreements governing the issuance of the Note.

3. Prepare and review other documents necessary or appropriate to the authorization, issuance of the Note and coordinate the authorization and execution of documents.

4. Review legal issues relating to the structure of the Note.

5. Assist in various aspects of preparing the form of offering or disclosure document prepared by others to be disseminated in connection with the Note. We will not be responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.

6. Assist the County in the successful Closing of the Note, including review and negotiation of documentation related to any Note issue.

We understand that we will not be responsible for any other services unless expressly agreed in a written supplement to this letter.

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

1. After Closing, providing continuing advice to the County or any other party concerning

any actions necessary to assure that the Note will continue to be excludable from gross income for federal income tax purposes.

2. Serving in a financial advisory role.

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

I will supervise our services, assisted by my associate, paralegal and administrative staff as necessary. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Note; (ii) the duties we will undertake as described in this letter; (iii) the time we anticipate devoting to the financing in connection therewith; and (iv) the responsibilities we will assume, the fee for bond counsel services will be $7,500.00, inclusive of all expenses outlined in the paragraph below. Our fee may vary: (a) if material changes in the structure or schedule of the financing occur; or (b) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise and discuss the situation with you.

In addition, we will expect the County to reimburse us for all client charges made or incurred in connection with the Notes issue, such as photocopying, publication expenses, deliveries, telecopier charges, filing fees, computer-assisted research, postage and other expenses. If the financing is not consummated, we understand that we will not be paid for our time expended, but will be paid for client charges made or incurred in connection with this transaction.

If you have any questions, now or at any time, please feel free to call me. If this letter does not accurately state the County's understanding of our attorney-client relationship in any respect, please contact me immediately so that we can discuss the matter. We appreciate very much being given the opportunity to assist the County in connection with this matter.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. Our engagement as bond counsel will commence upon the date of execution of this letter and will conclude upon delivery of the Opinion. We look forward to working with you.

Very truly yours,

Nelson Mullins Riley & Scarborough LLP

By:_____
Brendi E. Kaplan

Accepted and Approved:

ROBERTSON COUNTY, TENNESSEE

_____
Howard Bradley, County Mayor

Hoover Requested a Motion at: 7_04_00 PM
Adcock Seconded the Motion at: 7_04_00 PM

RESOLUTION NO 082217072 A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF ROBERTSON COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE HUNDRED THOUSAND DOLLARS ($900,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

Time of Vote: 7_04_41 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y		
Jackson was			Absent
Eden voted:	Y		
Hoover voted:	Y		
Gregory voted:	Y		
Roberts voted:	Y		
Brown voted:	Y		
Spears was			Absent
Adcock voted:	Y		
Evans voted:		N	
S. Moore voted:	Y		
Wilson voted:	Y		
Stroud voted:	Y		
Vogle voted:	Y		
Dorris voted:	Y		
Stubblefield voted:	Y		
Baggett voted:	Y		
Hogan voted:	Y		
Glover voted:	Y		
B. Moore voted:	Y		
Ellis voted:	Y		
Haley voted:	Y		
Bowens voted:	Y		
Farmer voted:	Y		

Passed (21 Y - 1 N - 2 Absent)

RESOLUTION NO. 082217073

A RESOLUTION ESTABLISHING THE PROPERTY TAX LEVY OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018

SECTION 1. BE IT RESOLVED by the Board of Commissioners of Robertson County, Tennessee that the property tax rate of Robertson County, Tennessee for the fiscal year beginning July 1, 2017 and ending June 30, 2018 shall be $3.085 on each $100.00 of taxable property. The resulting revenue shall be distributed according to the following schedule:

FUND	RATE
General	1.185
Sanitation	.060
School	1.100
Debt Service	.740
Total	3.085

SECTION 2. BE IT FURTHER RESOLVED that any resolution or part of a resolution which has heretofore been passed by the Board of Commissioners which is in conflict with any provision in this resolution is hereby repealed.

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage and its provisions shall be in force for the fiscal year beginning July 1, 2017 and ending June 30, 2018. This resolution shall be spread upon the minutes of the Board of Commissioners.

Duly passed and approved this 22nd day of August, 2017.

County Commissioner

County Mayor

County Clerk

Hoover Requested a Motion at: 7_05_02 PM
Couts Seconded the Motion at: 7_05_02 PM

RESOLUTION 082217073 A RESOLUTION ESTABLISHING THE PROPERTY TAX LEVY OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018

Time of Vote: 7_05_46 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y	
Jackson was		Absent
Eden voted:	Y	
Hoover voted:	Y	
Gregory voted:	Y	
Roberts voted:	Y	
Brown voted:	Y	
Spears was		Absent
Adcock voted:	Y	
Evans voted:	Y	
S. Moore voted:	Y	
Wilson voted:	Y	
Stroud voted:	Y	
Vogle voted:	Y	
Dorris voted:	Y	
Stubblefield voted:	Y	
Baggett voted:	Y	
Hogan voted:	Y	
Glover voted:	Y	
B. Moore voted:	Y	
Ellis voted:	Y	
Haley voted:	Y	
Bowens voted:	Y	
Farmer voted:	Y	

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 082217074

A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, OFFICES AND AGENCIES OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018

SECTION 1. BE IT RESOLVED by the Board of Commissioners of Robertson County, Tennessee that funds are hereby appropriated for the purpose of meeting the expenses, capital outlay and debt payments of the various funds, departments, offices and agencies of Robertson County, Tennessee for the fiscal year beginning July 1, 2017 and ending June 30, 2018, according to the following schedule:

GENERAL FUND

County Commission	$ 339,960
County Mayor	357,556
Administrator of Elections	267,908
Register of Deeds	304,810
Planning & Zoning	363,016
County Buildings	1,094,175
Archives	176,185
Finance Department	571,003
Property Assessor's Office	467,531
County Trustee's Office	285,943
County Clerk's Office	620,878
Circuit Court Clerk's Office	890,630
General Sessions Court	465,356
Drug Court	98,632
Chancery Court	314,477
Juvenile Court	446,133
Sheriff's Department	12,103,789
Fire Prevention Services	718,825
Emergency Management	183,922
Health Department	870,131
Animal Control	224,895
Ambulance Service	4,577,817
Litter Grant Program	60,361
Agriculture Extension Service	173,018
Other Charges	6,540,658
Contributions to Other Agencies	537,891
Operating Transfer	37,500
Total General Fund	$33,093,000

SANITATION FUND

Convenience Centers	$ 695,252
Transfer Station	2,444,751
Recycling Center	76,040
Landfill Post Closure	91,347
Other Charges	202,610
Operating Transfer	0
Total Sanitation Fund	$ 3,510,000

HIGHWAY FUND

Administration	$ 330,237
Highway Maintenance	2,718,061
Equipment Maintenance	455,751
Other Charges	410,951
Capital Outlay	1,175,000
Total Highway Fund	$ 5,090,000

SCHOOL FUND

Regular Education Program	$48,914,470
Alternative Education Program	702,050
Special Education Program	7,635,750
Vocational Education Program	3,170,500
Student Body Education Program	400,515
Adult Education Program	38,800
Attendance Services Support	282,750
Health Services Support	1,384,900
Other Student Support	2,892,000
Regular Education Support	2,298,700
Alternative Education Support	101,200
Special Education Support	862,750
Vocational Education Support	163,400
Technology	1,058,050
Board of Education	1,660,950
Director's Office	528,200
Principals' Offices	6,920,000
Fiscal Services	208,700
Human Resources	451,250
Plant Operation	6,144,441
Plant Maintenance	2,767,075
Transportation	5,482,100
Central and Other	0
Food Services	4,559,250
Community Services	1,066,000
Pre - K Education Program	1,054,303
Capital Outlay	660,000
Operating Transfer	252,500
Total School Fund	$101,660,604

DEBT SERVICE FUND

General Debt Service	$ 4,110,930
Highway Debt Service	131,183
Education Debt Service	12,166,476
Other Charges	368,411
Operating Transfer	0
Total Debt Service Fund	$16,777,000

SECTION 2. BE IT FURTHER RESOLVED that the budget for the School Federal Projects Fund shall be the budget approved by the Robertson County Board Of Education.

SECTION 3. BE IT FURTHER RESOLVED that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Register, Sheriff and the Clerk and Master and their officially authorized deputies and assistants may be entitled to receive under State laws heretofore or hereafter enacted. Expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register and the Sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commission and/or fees collected over and above the expenditures duly authorized shall be paid over to the Trustee and placed in the General Fund as provided by law.

SECTION 4. BE IT FURTHER RESOLVED that if any fee officials, as enumerated in Section 8-22-101, T.C.A., operate under the provisions of Section 8-22-104, T.C.A., then the provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 5. BE IT FURTHER RESOLVED that the salary of each officer or employee of the County shall not exceed the amount authorized by existing law and the number of full-time positions in each department shall not exceed the total authorized in the detailed budget document.

SECTION 6. BE IT FURTHER RESOLVED that the total salary expenditures of each department shall not exceed the total salary budget per department contained in the detailed budget document and the total of all expenditures of each department shall not exceed the departmental appropriations contained in this resolution.

SECTION 7. BE IT FURTHER RESOLVED that any amendment to the budget shall be approved as provided in Section 5-9-407, T.C.A. One copy of each amendment shall be filed with the County Clerk, the Finance Director and each respective departmental head.

SECTION 8. BE IT FURTHER RESOLVED that any resolution which may hereafter be presented to the Board of Commissioners for appropriations in addition to those made by this Resolution shall specifically provide sufficient funds during the fiscal year to meet such additional appropriation.

SECTION 9. BE IT FURTHER RESOLVED that the County Mayor or Finance Director are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of State and Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the fiscal year have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be used under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Mayor or the Finance Director and countersigned by the County Clerk. The notes shall be paid in full by the last day of the fiscal year.

SECTION 10. BE IT FURTHER RESOLVED that delinquent property taxes for the fiscal year ending June 30, 2016 and prior years and the interest and penalty thereon collected during the fiscal year ending June 30, 2018 shall be apportioned to the various funds according to the division of the tax levy for the fiscal year ending June 30, 2017. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly. All business tax collections, including penalty and interest, shall accrue to the School Fund.

SECTION 11. BE IT FURTHER RESOLVED that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and be of no further effect.

SECTION 12. BE IT FURTHER RESOLVED that any resolution or part of a resolution which has heretofore been passed by the Board of Commissioners which is in conflict with any provision in this resolution is hereby repealed.

SECTION 13. BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage and its provisions shall be in force for the fiscal year beginning July 1, 2017 and ending June 30, 2018. This resolution shall be spread upon the minutes of the Board of Commissioners.

Duly passed and approved this 22nd day of August, 2017.

County Commissioner

County Mayor

County Clerk

Hoover Requested a Motion at: 7_05_57 PM
Glover Seconded the Motion at: 7_05_57 PM

RESOLUTION NO 082217074 A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTEMENTS, OFFICES, AND AGENCIES OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018

Time of Vote: 7_07_46 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y			
Jackson was			Absent	
Eden voted:	Y			
Hoover voted:	Y			
Gregory voted:	Y			
Roberts voted:	Y			
Brown voted:		N		
Spears was			Absent	
Adcock voted:	Y			
Evans voted:	Y			
S. Moore voted:	Y			
Wilson voted:	Y			
Stroud voted:	Y			
Vogle voted:	Y			
Dorris voted:	Y			
Stubblefield voted:	Y			
Baggett voted:	Y			
Hogan voted:	Y			
Glover voted:	Y			
B. Moore voted:	Y			
Ellis voted:	Y			
Haley voted:	Y			
Bowens voted:				A
Farmer voted:	Y			

Passed (20 Y - 1 N - 1 A - 2 Absent)
Number of Abstain Votes (if counted): 1

RESOLUTION NO. 082217075

RESOLUTION FOR SURETY BOND FOR APPOINTED OFFICIAL

WHEREAS, an Official Statutory Bond for County Public Officials is provided for by the Tennessee Code Annotated, subject to filing with and approval of the Comptroller of the Treasury, State of Tennessee; and

WHEREAS, certain appointed County Officials are required to provide bond in accordance with appropriate sections of Tennessee Code Annotated; now

BE IT RESOLVED by the Board of Commissioners for Robertson County assembled in regular session this August 22, 2017 that Western Surety Company, upon approval by other officials, is approved as surety for the County Public Official hereinafter set forth, namely:

Dr. Christopher J. Causey, in the amount of $100,000

BE IT FURTHER RESOLVED said bond shall become effective for (4) years beginning July 1, 2017 to July 1, 2021; and

BE IT FURTHER RESOLVED this Resolution shall take effect retroactively from the date of the bond effective period of July 1, 2017, the public welfare requiring it.

Passed this August 22, 2017

Howard Bradley, County Mayor

County Commissioner

ATTEST:

Susan K. Atchley, County Clerk

SURETY'S BOND NO. 63261272

STATE OF TENNESSEE
COUNTY OF Robertson
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Superintendent

KNOW ALL MEN BY THESE PRESENTS:

That Dr Christopher J Causey of Springfield (City or Town), County of Robertson Tennessee, as Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of One Hundred Thousand and 00/100 Dollars ($ 100,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly ____ elected X appointed to the office of Superintendent of and for School District of County ~~XXXXX~~ for the 4 year term beginning on the 1st day of July, 2017 and ending on the 1st day of July, 2021.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Dr Christopher J Causey, Principal, shall:

1. Faithfully perform the duties of the office of Superintendent of School District of Co ~~XXXXX~~ during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 30th day of June, 2017.

WESTERN SURETY COMPANY SEAL OF CORPORATE SOUTH DAKOTA

WITNESS — ATTEST:
Diane Davenport

PRINCIPAL:

SURETY: WESTERN SURETY COMPANY
by: Paul T. Bruflat
Paul T. Bruflat, Vice President

COUNTERSIGNED BY:

NOT NEEDED
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Robertson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Dr. Christopher J Causey, to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

WITNESS my hand and seal this 30th day of June, ____.

My Commission Expires: August 22, 2017

Jessica L. Gower
Notary Public

JESSICA L. GOWER STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly license to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

WITNESS my hand and seal this 30th day of June, 2017.

My Commission Expires:
March 2, 2020

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

M. Bent
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____ County, on this _____ day of _____, _____.

Signed:

_____
County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, _____, and entered upon the minutes thereof.

Signed:

_____
County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:
This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

_____
Judge of the _____ Court of and for said County on on this _____ day of _____, _____.

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, _____.

Signed:

_____
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
605-336-0850

CT-0467 (Rev 07-13)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,

State of South Dakota, its regularly elected Vice President

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Superintendent

bond with bond number 63261272

for Dr Christopher J Causey

as Principal in the penalty amount not to exceed: $ 100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 30th day of June, 2017.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 30th day of June, 2017, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016

B. Moore Requested a Motion at: 7_08_23 PM
Glover Seconded the Motion at: 7_08_23 PM

RESOLUTION NO 082217075 RESOLUTION FOR SURETY BOND FOR APPOINTED OFFICIAL (SCHOOL DIRECTOR)

Time of Vote: 7_08_54 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y	
Jackson was		Absent
Eden voted:	Y	
Hoover voted:	Y	
Gregory voted:	Y	
Roberts voted:	Y	
Brown voted:	Y	
Spears was		Absent
Adcock voted:	Y	
Evans voted:	Y	
S. Moore voted:	Y	
Wilson voted:	Y	
Stroud voted:	Y	
Vogle voted:	Y	
Dorris voted:	Y	
Stubblefield voted:	Y	
Baggett voted:	Y	
Hogan voted:	Y	
Glover voted:	Y	
B. Moore voted:	Y	
Ellis voted:	Y	
Haley voted:	Y	
Bowens voted:	Y	
Farmer voted:	Y	

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 082217076

RESOLUTION TO APPROVE FINANCE DIRECTORS BOND

WHEREAS, certain Robertson County officials are required to be bonded, and this includes the statutory requirement of a $50,000 surety bond for the chief finance officer of the County; and

WHEREAS, a County officials bond for the office of Finance Director was made in the amount of $50,000 by Western Surety Company, for the periods of January 30, 2016 and ending January 30, 2017, but it has been determined that the bond was not formerly approved by the County Commission at that time;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 22nd day of August, 2017, as follows:

Robertson County, Tennessee hereby accepts and approves that Finance Director bond as set forth in this Resolution, a copy of said documents attached hereto.

Passed this the 22nd day of August, 2017, to be effective retroactive to January 30, 2016, the public welfare requiring it.

COUNTY COMMISSIONER

COUNTY MAYOR

ATTEST:

SUSAN K. ATCHLEY
County Clerk

Stubblefield Requested a Motion at: 7_09_27 PM
Baggett Seconded the Motion at: 7_09_27 PM

RESOLUTION NO 082217076 RESOLUTION TO APPROVE FINANCE DIRECTORS BOND

Time of Vote: 7_10_00 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y	
Jackson was		Absent
Eden voted:	Y	
Hoover voted:	Y	
Gregory voted:	Y	
Roberts voted:	Y	
Brown voted:	Y	
Spears was		Absent
Adcock voted:	Y	
Evans voted:	Y	
S. Moore voted:	Y	
Wilson voted:	Y	
Stroud voted:	Y	
Vogle voted:	Y	
Dorris voted:	Y	
Stubblefield voted:	Y	
Baggett voted:	Y	
Hogan voted:	Y	
Glover voted:	Y	
B. Moore voted:	Y	
Ellis voted:	Y	
Haley voted:	Y	
Bowens voted:	Y	
Farmer voted:	Y	

Passed (22 Y - 0 N - 2 Absent)

SURETY'S BOND NO. 70867042

STATE OF TENNESSEE
COUNTY OF Robertson
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Finance Director

KNOW ALL MEN BY THESE PRESENTS:

That Jody Stewart of Goodlettsville (City or Town), County of Robertson Tennessee, as Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Fifty Thousand and 00/100 Dollars ($ 50,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly _____ elected X appointed to the office of Finance Director of and for Robertson County for the 1 year term beginning on the 30th day of January, 2016 and ending on the 30th day of January, 2017.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Jody Stewart, Principal, shall:

1. Faithfully perform the duties of the office of Finance Director of Robertson County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 19th day of October, 2015.

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

WITNESS — ATTEST:

PRINCIPAL: Jody Stewart

SURETY: WESTERN SURETY COMPANY

by: Paul T. Bruflat
Paul T. Bruflat, Vice President

(Attach evidence of authority to execute bond)

COUNTERSIGNED BY:

NOT NEEDED
Tennessee Resident Agent

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Robertson

Before me, a Notary Public, of the State and County aforesaid, personally appeared Jody Stewart, to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

WITNESS my hand and seal this 7th day of November, 2014.

My Commission Expires: 2/4, 2018.

Nancy Elaine Davenport
Notary Public

NANCY ELAINE DAVENPORT NOTARY PUBLIC STATE OF TENNESSEE ROBERTSON COUNTY

(over)

CT-0467 (Rev 07-13)

Connie Stroud, Register
Robertson County Tennessee

Rec #:	268651	Instrument #:	320573
Rec'd:	15.00	Recorded	
State:	0.00	8/23/2017 at 8:55 AM	
Clerk:	0.00	in Bond Book	
Other:	2.00	4	
Total:	17.00	Pgs 52-54	

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FINANCE DIRECTOR COUNTY OF ROBERTSON

bond with bond number 70867042

for JODY STEWART
as Principal in the penalty amount not to exceed: $50,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 19th day of October, 2015.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of October, 2015, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires August 11, 2016

S. Petrik
Notary Public

Form F1975-1-2012

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

WITNESS my hand and seal this 19th day of October, 2015.

My Commission Expires: August 11, 2016

S. PETRIK NOTARY PUBLIC SOUTH DAKOTA (SEAL)

S. Petrik
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by Howard R. Bradley, County Executive/Mayor of Robertson County, on this 22 day of ~~February~~ August, 2017.

Signed: [signature]
County Executive/Mayor

CERTIFICATION:

I, Susan K. Atchley, County Clerk of Robertson County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the 22 day of ~~February~~ August, 2017, and entered upon the minutes thereof.

Signed: Susan K. Atchley
County Clerk

SUSAN K. ATCHLEY, CLERK XVI AGRICULTURE COMMERCE ROBERTSON COUNTY, TN

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good, and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said County on this _____ day of _____, _____.

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, _____

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
605-336-0850

CT-0467 (Rev 07-13)

Connie Stroud, Register

Robertson County Tennessee

OFFICIAL ORIGINAL RECEIPT

Receipt Number: 268651

Receipt Date: 8/23/2017

Receipted By: JSmith

Cash Drawer: DEEWRK5

Transaction Fee Detail

Instr #	Inst. Type/Rec. Date & Time	Recording Reference	# Pgs	Amount	Description	Amount
320573	Bond	BOND 4-52	3	$17.00	Recording Fee	$15.00
	8/23/2017 8:55:00AM				EDP Fee	$2.00
	STEWART JODY/STATE OF TENNESSEE					

AMOUNT DUE: **$17.00**

Payment Information

Type of Payment	Reference	Payor	Auth	Amount
Check	10126293	ROBERTSON COUNTY GOVERNMENT		$17.00

AMOUNT PAID: **$17.00**

BALANCE DUE: **$0.00**

If Paid By Check, This Receipt Is Not Valid Until Check Is Paid By Bank And Documents Are Certified.

525 South Brown Street • Springfield, TN 37172 • (615) 384-3772

RESOLUTION NO. 082217077

HIGHWAY DEPARTMENT RESOLUTION NO. 17-230-08

RESOLUTION MAKING CHANGES TO THE OFFICIAL MAINTENANCE ROAD LIST AND MAP

WHEREAS, Tennessee Code Annotated, Section 54-10-103, authorizes the Robertson County legislative body to accept and classify roads; and

WHEREAS, Tennessee Code Annotated, Section 54-10-103, provides: prior to the County legislative body classifying a road as provided herein, the County legislative body shall receive the recommendation of the chief administrative officer of the County Highway Department and / or the Robertson County Private Act so requires the review and recommendation of the Highway Superintendent and/or the elected Highway Commission; and

WHEREAS, the Highway Commission of Robertson County, assembled in regular session the 27th day of July, 2017, voted and agreed that the following changes, as described on attachment hereto, should be made to the official Robertson County Maintenance Road List and Map, and the Highway Superintendent is in agreement with this recommendation; and

WHEREAS, the Robertson County Regional Planning Commission met in regular session the 3rd day of August, 2017, voted and agreed that the following list of changes as described on attachment here to should be made to the Official Maintenance Road List and Map.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Robertson County, Tennessee assembled in regular session on this 22nd day of August, 2017, that the aforementioned changes are made to the Official County Maintenance Road List and Map.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its passage, the public welfare requiring it.

Pass this the 22nd day of August, 2017.

COUNTY COMMISSIONER

HOWARD BRADLEY
County Mayor

ATTEST:

SUSAN K. ATCHLEY
County Clerk

CHANGES MADE TO THE NOVEMBER 2016 OFFICIAL COUNTY ROAD LIST

ROAD NAME	PAGE	ITEM	CHANGES MADE	COMMENTS
South Bryant	10	400	Change name from South Bryant to Sam Bryant	Change name

Vogle Requested a Motion at: 7_10_41 PM
Couts Seconded the Motion at: 7_10_41 PM

RESOLUTION NO 082217077 RESOLUTION TO MAKE CHANGES TO THE OFFICIAL MAINTENANCE ROAD LIST AND MAP

Time of Vote: 7_11_35 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y	
Jackson was		Absent
Eden voted:	Y	
Hoover voted:	Y	
Gregory voted:	Y	
Roberts voted:	Y	
Brown voted:	Y	
Spears was		Absent
Adcock voted:	Y	
Evans voted:	Y	
S. Moore voted:	Y	
Wilson voted:	Y	
Stroud voted:	Y	
Vogle voted:	Y	
Dorris voted:	Y	
Stubblefield voted:	Y	
Baggett voted:	Y	
Hogan voted:	Y	
Glover voted:	Y	
B. Moore voted:	Y	
Ellis voted:	Y	
Haley voted:	Y	
Bowens voted:	Y	
Farmer voted:	Y	

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 082217178

RESOLUTION TO DECLARE SURPLUS PROPERTY

WHEREAS, Robertson County, Tennessee, is the owner of certain vehicles listed on the attached Exhibit "A"; and

WHEREAS, these automobiles have been used by the Robertson County Sheriff's Department, are no longer serviceable, and it is requested that the Robertson County Commission declare this property surplus as provided by Tennessee Code Annotated, and authorize the sale of said automobiles.

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 22nd day of August, 2017 that the automobiles above described, previously used by the Robertson County Sheriff's Department, are declared to be surplus property, and the County Mayor and/or Sheriff is hereby directed to execute a Bill of Sale or such other documents of transfer of title for said vehicles.

Passed this the 22nd day of August, 2017, to be effective on the date of its passage, the public welfare requiring it.

William A Moore
COUNTY COMMISSIONER

COUNTY MAYOR

ATTEST:

Susan K. Atchley
SUSAN K. ATCHLEY
County Clerk

EXHIBIT "A"

Unit #	*Year*	*Make*	*Model*	*VIN #*
108	1999	PONTIAC	GRP	1G2WJ52M6XF265778
123	2001	PONTIAC	GRP	1G2WP52K11F181792

B. Moore Requested a Motion at: 7_12_02 PM
Glover Seconded the Motion at: 7_12_02 PM

RESOLUTION NO 082217178 A RESOLUTION TO DECLARE SURPLUS PROPERTY (SHERRIF DEPARTMENT)

Time of Vote: 7_12_27 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y	
Jackson was		Absent
Eden voted:	Y	
Hoover voted:	Y	
Gregory voted:	Y	
Roberts voted:	Y	
Brown voted:	Y	
Spears was		Absent
Adcock voted:	Y	
Evans voted:	Y	
S. Moore voted:	Y	
Wilson voted:	Y	
Stroud voted:	Y	
Vogle voted:	Y	
Dorris voted:	Y	
Stubblefield voted:	Y	
Baggett voted:	Y	
Hogan voted:	Y	
Glover voted:	Y	
B. Moore voted:	Y	
Ellis voted:	Y	
Haley voted:	Y	
Bowens voted:	Y	
Farmer voted:	Y	

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 082217079

RESOLUTION TO APPROVE GRANT OF WATER LINE EASEMENT

WHEREAS, the City of Springfield, Tennessee, in conjunction with Logan and Todd Counties in Kentucky, has entered into a project for an extension of a water line from the Kentucky State line into Robertson County, Tennessee; and'

WHEREAS, the construction of said water line generally follows Highway 41 south from the Kentucky State line into the County and in order to construct said line it is required that the City of Springfield obtain easements from property owners adjoining the highway where said water line will be laid; and

WHEREAS, it has been determined that the water line easement will need to traverse across County property in front of Jo Byrns Elementary and/or Middle School and Jo Byrns High School; and

WHEREAS, it is proposed that the amounts of $7,350 and $5,130 be offered as payment for the 2 school parcels for the grant of the easements; and

WHEREAS, representatives of the Robertson County Board of Education have examined the proposed easements together with the offer of damages and have determined that these amounts are fair and satisfactory and that the grant of the easements will not unduly affect the operation of either school;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 22nd day of August, 2017, that, subject to the prior approval of the Robertson County Board of Education, the County Mayor is hereby authorized to execute the proposed easement documents together with any other legal documents approved by the County Attorney for said purpose.

Howard Bradley, County Mayor

County Commissioner

ATTEST:

Susan K. Atchley, County Clerk

B. Moore Requested a Motion at: 7_12_46 PM
Hogan Seconded the Motion at: 7_12_46 PM

RESOLUTION NO 082217079 A RESOLUTION TO APPROVE GRANT OF WATER LINE EASMENT

Time of Vote: 7_13_10 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y	
Jackson was		Absent
Eden voted:	Y	
Hoover voted:	Y	
Gregory voted:	Y	
Roberts voted:	Y	
Brown voted:	Y	
Spears was		Absent
Adcock voted:	Y	
Evans voted:	Y	
S. Moore voted:	Y	
Wilson voted:	Y	
Stroud voted:	Y	
Vogle voted:	Y	
Dorris voted:	Y	
Stubblefield voted:	Y	
Baggett voted:	Y	
Hogan voted:	Y	
Glover voted:	Y	
B. Moore voted:	Y	
Ellis voted:	Y	
Haley voted:	Y	
Bowens voted:	Y	
Farmer voted:	Y	

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO 082217080

A RESOLUTION TO APPROVE COPY MACHINE BID

WHEREAS, the prior lease for copy machines for the County offices is up for renewal and the County has received certain bids from interested parties; and

WHEREAS, a bid has been received from Konica Minolta Business Solutions for the amount of $2,602 per month, all as set out in the attached proposed contract agreements and the County Finance Committee has voted to accept this bid, and it is the purpose of this Resolution is to so accept the bid on behalf of the County;

NOW, THEREFORE , BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 22nd day of August, 2017, the County Mayor and/or the County Finance Director is hereby authorized and directed to execute all proposed contract documents between Robertson County, Tennessee and Konica Minolta in keeping with the bid received as set forth above.

Passed this the 22nd day of August, 2017, to be effective on the date of its passage, the public welfare requiring it.

Howard Bradley, County Mayor

County Commissioner

ATTEST:

Susan K. Atchley, County Clerk

For office use only (Check one): ☐ Branch ☒ Windsor

KONICA MINOLTA

NJPA AWARDED CONTRACT
NJPA Contract # 093116-KON

Premier Advantage Agreement

APPLICATION NUMBER	AGREEMENT NUMBER
1468821	

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
ROBERTSON COUNTY TENNESSEE			523 SOUTH BROWN STREET	
CITY	STATE	ZIP	PHONE*	FAX
SPRINGFIELD	TN	37172	(615)384-0202	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.

KONICA MINOLTA CUSTOMER ONE GUARANTEE

Make/Model/Accessories (including Software Description and Applicable Licensed Applications)	Asset/Invoice Information	Serial Number	Start Meter Read(s)
BIZHUB 25E	Animal Control		
BIZHUB 287	Archives		
BIZHUB 287	Assessor of Property		
BIZHUB C287	Bldg.&Grounds		

☒ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
60	60	☐ Quarterly ☒ Monthly	$ 2,601.87	$ 0

Payment includes 141,667 B&W pages per month	Overages billed ANNUALLY at $ .0059 per B&W page
Payment includes 2,584 Color pages per month	Overages billed ANNUALLY at $ .048 per Color page

☐ See attached Pool Billing Schedule

END OF LEASE OPTIONS: *You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 5 (on reverse).*

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of these changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

	X	
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with $1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for those items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a $1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a $1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to $75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

12. DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

15. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) by a maximum of ten percent (10%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us.

17. COMPUTER SOFTWARE: Not withstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

KONICA MINOLTA

NJPA AWARDED CONTRACT

NJPA Contract # 083116-KON

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. _____ between **Konica Minolta Premier Finance**, (Lessor)

And ROBERTSON COUNTY TENNESSEE _____, (Customer)
(Full Legal Name of Customer)

Dated:August 9, 2017

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to com e due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will to be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Signer warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full powe r and authorization to bind you. Signer for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event you wish to cancel the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement and any Supplements or Schedules to the Master Agreement, this 9 day of AUGUST.

LESSOR ACCEPTANCE

DATED	LESSOR	SIGNATURE	TITLE
	Konica Minolta Premier Finance		

CUSTOMER ACCEPTANCE

DATED	FULL LEGAL NAME OF CUSTOMER	SIGNATURE	TITLE
		X	

FEDERAL TAX I.D.# PRINT NAME

KONICA MINOLTA

NJPA AWARDED CONTRACT

NJPA Contract # 082116-KON

Schedule "A"

APPLICATION NUMBER	AGREEMENT NUMBER
1468821	

This Schedule "A" is to be attached to and become part of the Item Description for the Agreement dated _____ by and between the undersigned and **Konica Minolta Premier Finance**.

MAKE/MODEL NO./ACCESSORIES	SERIAL NO.	STARTING METER
BIZHUB 287-Chancery Court -Rm 101		
BIZHUB 227-Chancery Court-Rm 102A		
BIZHUB 458-Circuit Court Clerk-Civil#113		
BIZHUB 458-Circuit Court Clerk-Rm.207		
BIZHUB 25E-County Clerk-Bookeeping		
BIZHUB 4050-County Clerk-Motor Vehicles		
BIZHUB 25E-County Mayor		
BIZHUB C287-Elections Administration-RCOB 1st fl		
BIZHUB 458-Emergency Medical Svcs		
BIZHUB 458-Finance Dept-3rd floor		
BIZHUB 287-General Sessions-Judge		
BIZHUB 4050-General Sessions-Judicial Committee		
BIZHUB 25E-General Sessions-Juvenile/Youth		
BIZHUB 287-General Sessions-Juvenile Clerk		
BIZHUB 25E-General Sessions-YSO/Probation		
BIZHUB 4050-General Sessions-Clerk-2nd fl		
BIZHUB 458-General Sessions-Clerk Main Copier 2nd		
BIZHUB 25E-Health Dept.-CC Clinic		
BIZHUB 558-Health Dept.-Main Office		
BIZHUB 287-Highway Dept.-Front Office		
BIZHUB 25E-Information Technology-RCOB Ground		
BIZHUB C287-Planning &Zoning		
BIZHUB 287-Register of Deeds		
BIZHUB 25E-Sanitation		
BIZHUB 25E-Sheriff-CID		
BIZHUB 458-Sheriff-Records		
BIZHUB 308-Sheriff-Squad Room		
BIZHUB 654E-Sheriff-Jail Booking		
BIZHUB 4050-Medical		
BIZHUB 654E-Jail-NCIC		
BIZHUB 25ETrustee's Office-1st fl		

OWNER ACCEPTANCE

DATED	OWNER	SIGNATURE	TITLE
	Konica Minolta Premier Finance		

CUSTOMER VERIFICATION

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

DATED	FULL LEGAL NAME OF CUSTOMER	SIGNATURE	TITLE
		X	

PRINT NAME

Hoover Requested a Motion at: 7_13_30 PM
Farmer Seconded the Motion at: 7_13_30 PM

RESOLUTION NO 082217080 A RESOLUTION TO APPROVE COPY MACHINE BID

Time of Vote: 7_15_29 PM
Type of Vote is Custom: 13 YEA Votes Needed to Pass
Note: Abstain Votes are NOT counted.

Chair Bradley does not vote

Couts voted:	Y	
Jackson was		Absent
Eden voted:	Y	
Hoover voted:	Y	
Gregory voted:	Y	
Roberts voted:	Y	
Brown voted:	Y	
Spears was		Absent
Adcock voted:	Y	
Evans voted:	Y	
S. Moore voted:	Y	
Wilson voted:	Y	
Stroud voted:	Y	
Vogle voted:	Y	
Dorris voted:	Y	
Stubblefield voted:	Y	
Baggett voted:	Y	
Hogan voted:	Y	
Glover voted:	Y	
B. Moore voted:	Y	
Ellis voted:	Y	
Haley voted:	Y	
Bowens voted:	Y	
Farmer voted:	Y	

Passed (22 Y - 0 N - 2 Absent)