STATE OF TENNESSEE

COUNTY OF ROBERTSON

TERM JUNE 15, 2020 REGULAR SESSION

Be it remembered, that the Board of Commissioners of Robertson County, Tennessee met electronically, by GoToMeeting at the Robertson County Office Building Conference Room in Springfield, Tennessee on the 15th day of June, 2020 at 7:00 PM.

County Mayor, William A. Vogle called the meeting to order. County Clerk, Angie H. Groves was also present to-wit.

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

A roll call was taken and the following County Commissioners were present to-wit: Ayres, Bradley, Brown, Couts, Delong, Dorris, Eden, Glover, Gray, Gregory, Haley, Hogan, Hoover, B. Moore, S. Moore, Roberts, Spain, Stroud, Stubblefield, Wade, Wilson and Woodard. Commissioners Bowens and Jackson were not present.

MINUTES OF PREVIOUS MEETING

On motion by Commissioner Roberts and seconded by Commissioner B. Moore, 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 THE COUNTY MAYOR.

Mayor Vogle reminded everyone that the Budget Books were at the Mayor's office at the Courthouse and there will be a special called meeting on Monday to vote on the tax rate for the FY 2021 budget. He continued to stress how important completing the Census is to our county. The COVID -19 numbers are going up and he asked everyone to stay safe, keep your distance and please shop local. Mayor Vogle congratulated all of the Seniors on their history making year as well as their great accomplishment. He reminded everyone to help their favorite non profit business as they all are suffering and need our help. Mayor Vogle asked everyone to remember Commissioner Bowens in their prayers as he deals with some medical complications.

REPORTS

The following reports were received, filed and approved by voice vote on motion made by Commissioner Glover and seconded by Commissioner Brown: Highway Commission 7.1, Animal Control 7.2, Trustee 7.3, EMS 7.4, Veterans Services 7.5, Emergency Management Agency 7.6, Solid Waste 7.7, Fire 7.8, Planning & Zoning 7.9, Finance 7.10 and Economic Development Board 7.11.

ELECTIONS AND APPOINTMENTS

There were none at this time.

REZONING RESOLUTIONS PUBLIC HEARING

A public hearing was held before the agenda of rezoning resolutions. Planning & Zoning Director Doug Vann presented the resolutions for consideration. A computer was set up in the lobby for the public to voice their concerns. There being no further comments the public hearing was closed.

REZONING RESOLUTIONS

Motion to vote on all of the properties that were in the same zoning classifications was made by Commissioner Hoover and seconded by Commissioner Eden. Motion was approved by voice vote.

REZONE WILLIAM AND BROCK BREWER

Resolution No. 061520046, a resolution to rezone a tract of land from AG-2 (Agricultural/Residential) to RP-80 (Rural Preservation) was presented. Commissioner Hogan made motion to approve and seconded by Commissioner B. Moore. Motion was approved by roll call vote. (Resolution and Roll Call included)

REZONE ROBERT L. COUTS, JR.

Resolution No. 061520047, a resolution to rezone a tract of land from AG-2 (Agricultural/Residential) to RP-80 (Rural Preservation) was presented. Commissioner Hogan made motion to approve and seconded by Commissioner B. Moore. Motion was approved by roll call vote. (Resolution and Roll Call included)

REZONE TIM HUNTER

Resolution No. 061520048, a resolution to rezone a tract of land from AG-2 (Agricultural/Residential) to RP-80 (Rural Preservation) was presented. Commissioner Hogan made motion to approve and seconded by Commissioner B. Moore. Motion was approved by roll call vote. (Resolution and Roll Call included)

REZONE BONNIE COLEMAN

Resolution No. 061520049, a resolution to rezone a tract of land from AG-2 (Agricultural/Residential) to RP-80 (Rural Preservation) was presented. Commissioner Hogan made motion to approve and seconded by Commissioner B. Moore. Motion was approved by roll call vote. (Resolution and Roll Call included)

REZONE BRITTNEY BAGGETT AND MAC BAGGETT, SR.

Resolution No. 061520050, a resolution to rezone a tract of land from AG-2 (Agricultural/Residential) to RP-80 (Rural Preservation) was presented. Commissioner Hogan made motion to approve and seconded by Commissioner B. Moore. Motion was approved by roll call vote. (Resolution and Roll Call included)

REZONE JOSH RUSSELL

Resolution No. 061520051, a resolution to rezone a tract of land from AG-2 (Agricultural/Residential) to R-40 (Low Density Residential) was presented. Commissioner Stubblefield made motion to approve and seconded by Commissioner Roberts. Motion was approved by roll call vote. (Resolution and Roll Call included)

RESOLUTIONS

Commissioner Hoover made the motion to read all resolutions at one time. Commissioner Roberts seconded the motion. Motion was approved by voice vote.

APPROVE BOARD OF EDUCATION ENERGY SAVINGS CONTRACT

RESOLUTION NO. 061520059, a resolution to approve the Board of Education Energy Savings Contract was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Roberts. Commissioner Hoover made the motion to make Robertson County School Director, Dr. Chris Causey, a member of the body, Commissioner Hogan seconded the motion. Motion was approved by voice vote. Dr. Causey explained what was needed for the project and informed everyone of the plans for Graduations. After much discussion and questions, motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET YEAR ENDING JUNE 30, 2020 (SOLID WASTE) 1st Reading

RESOLUTION NO. 061520052, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2020 was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Stubblefield. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET YEAR ENDING JUNE 30, 2020 (SCHOOL FUND)

RESOLUTION NO. 061520053, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2020 was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Couts. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET YEAR ENDING JUNE 30, 2020 (CAPITAL PROJECTS FUND)

RESOLUTION NO. 061520054, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2020 was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Wade. Motion was approved by roll call vote. (Resolution and Roll Call included)

AMEND BUDGET YEAR ENDING JUNE 30, 2020 (SCHOOL FUND)

RESOLUTION NO. 061520055, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2020 was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Stubblefield. Motion was approved by roll call vote. (Resolution and Roll Call included)

DECLARE SURPLUS PROPERTY (SHERIFF'S DEPARTMENT)

RESOLUTION NO. 061520056, a resolution to declare surplus property for the Robertson County Sherriff's Department was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Couts. Motion was approved by roll call vote. (Resolution and Roll Call included)

TO ESTABLISH SHERRIFF'S
DEPARTMENT DISCIPLINARY REVIEW BOARD

RESOLUTION NO. 061520057, a resolution to establish the Sherriff's Department Disciplinary Review Board was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Wade. Motion was approved by roll call vote. (Resolution and Roll Call included)

SUSPEND RESOLUTION NO. 051517040
RELATIVE TO THE ROBERTSON COUNTY SANITATION FUND

RESOLUTION NO. 061520058, a resolution to suspend Sanitation Fund Resolution No. 051517040 was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Roberts. Motion was approved by roll call vote. (Resolution and Roll Call included)

APPROVE A SUPPLEMENT TO THE
EXISTING ROBERTSON COUNTY PERSONNEL POLICY MANUAL

RESOLUTION NO. 061520060, a resolution to approve a supplement to the existing Robertson County Personnel Policy Manual was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Hogan. Mayor Vogle explained that this was needed to satisfy the auditors recommendations. Commissioner Hogan reminded everyone that this is a supplement that will expire December 31, 2020, not an amendment. Motion was approved by roll call vote. (Resolution and Roll Call included)

APPROVE THE ABANDONMENT
OF A SECTION OF GREENBRIER CEMETERY ROAD

RESOLUTION NO. 061520061, a resolution to approve the abandonment of a section of Greenbrier Cemetery Road was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Stubblefield. Commissioner Roberts voiced his concern of this dangerous section of road. Motion was approved by roll call vote. (Resolution and Roll Call included)

APPROVE DELINQUENT TAX COMMITTEE SALE RECOMMENDATIONS

RESOLUTION NO. 061520062, a resolution to approve delinquent tax committee sale recommendations was presented. Commissioner Hoover made motion to approve and seconded by Commissioner B. Moore. Mayor Vogle commended the Delinquent Tax Committee on their hard work getting properties moved off of the list. Motion was approved by roll call vote. (Resolution and Roll Call included)

DECLARE SURPLUS PROPERTY
(IT DEPARTMENT)

RESOLUTION NO. 061520063, a resolution to declare surplus property for the Robertson County IT Department was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Couts. Motion was approved by roll call vote. (Resolution and Roll Call included)

Commissioner Hoover made the motion to vote on all resolutions at one time. Commissioner Hogan seconded the motion. Motion was approved by voice vote.

Commissioner Hoover made the motion to suspend the rules and vote on the second reading of Resolution No. 061520052. Commissioner Hogan seconded the motion. Motion was approved by voice vote.

AMEND BUDGET YEAR ENDING JUNE 30, 2020
(SOLID WASTE)
2nd Reading

RESOLUTION NO. 061520052, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2020 was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Hogan. Motion was approved by roll call vote. (Resolution and Roll Call included)

OLD BUSINESS

There was none at this time.

NEW BUSINESS

AMEND BUDGET YEAR ENDING JUNE 30, 2020
(GENERAL FUND)

RESOLUTION NO. 061520064, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2020 was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Roberts. After much discussion about the future plans for the Doctor's Plaza Building, motion was approved by roll call vote. (Resolution and Roll Call included)

A RESOLUTION TO ESTABLISH DISPOSAL FEES
AT THE ROBERTSON COUNTY SOLID WASTE DEPARTMENT

RESOLUTION NO. 061520065, a resolution to establish disposal fees at the Robertson County Solid Waste Department was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Eden. Mayor Vogle commended County Attorney, Clyde Richert, for his hard work to get this Resolution ready in a timely manner. After much discussion, motion was approved by roll call vote. (Resolution and Roll Call included)

A RESOLUTION TO AUTHORIZE COUNTY MAYOR TO EXECUTE A SALE CONTRACT TO PURCHASE CERTAIN IMPROVED REAL PROPERTY

RESOLUTION NO. 061520066, a resolution to authorize the County Mayor to execute a sale contract to purchase 514 S Brown Street, Springfield, TN was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Glover. Motion was approved by roll call vote. (Resolution and Roll Call included)

Commissioner Hoover made the motion to vote on all resolutions at one time. Commissioner Hogan seconded the motion. Motion was approved by voice vote.

Commissioner Hoover made the motion to suspend the rules and vote on the second reading of Resolution No. 061520064. Commissioner Glover seconded the motion. Motion was approved by voice vote.

AMEND BUDGET YEAR ENDING JUNE 30, 2020
(GENERAL FUND)
2nd Reading

RESOLUTION NO. 061520064, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2020 was presented. Commissioner Hoover made motion to approve and seconded by Commissioner Hogan. Motion was approved by roll call vote. (Resolution and Roll Call included)

Mayor Vogle reminded everyone of the Public Hearing FY 2021 Budget Meeting on Tuesday night, June 16, 2020 at 7:00 p.m.

NOTARIES

The following were elected to the office of Notary Public on motion by Commissioner Stubblefield and seconded by Commissioner Glover: R. Antes, Douglas J. Bankston, Melissa Bilyeu, Sabrina Dawn Bledsoe, Donna Lynn Booker, Vicki Cherry, Darlene Edwards, Annie B. Hayes, Cecil Hill, Peyton Hix, Betsy C. Hollingsworth, Tiffany Hornsby, Marion Hulsey, Andrea E. Key, Staci Kimball, Angela S. Moses, Luz Elena Murillo, Shane Nichols, Jordan C. Osborne, Norma Radmanovich, Bettye Lynn Richert, Wayne A. Schoenheit, Kaitlin Smith, Teresa D. Smith, Lesley Ann Stewart, Sheana Sweatt, Regionald C. Tullos, Jessica Yates Vogle, Mark A. Wilson and Vicki S. Young.

There being no further business, the meeting adjourned at 8:06 p.m. on motion by Commissioner Dorris and seconded by Commissioner Hogan. Motion approved by voice vote.

William A Vogle
Mayor William A. Vogle

Angie H. Groves
Angie H. Groves, County Clerk

ANGIE H. GROVES, COUNTY CLERK
ROBERTSON COUNTY, TN

Date and Time of New Session: 6_15_2020 7_14_41 PM

Beginning Roll Call for New Session:

MAYOR VOGLE is	present (P)	
COUTS is	present (P)	
JACKSON is		Absent
EDEN is	present (P)	
HOOVER is	present (P)	
GREGORY is	present (E)	
ROBERTS is	present (P)	
BROWN is	present (E)	
WADE is	present (P)	
DELONG is	present (E)	
SPAIN is	present (E)	
S. MOORE is	present (E)	
WILSON is	present (P)	
STROUD is	present (P)	
AYRES is	present (E)	
DORRIS is	present (E)	
STUBBLEFIELD is	present (P)	
BRADLEY is	present (E)	
HOGAN is	present (P)	
GLOVER is	present (P)	
B. MOORE is	present (P)	
HALEY is	present (E)	
GRAY is	present (E)	
BOWENS is		Absent
WOODARD is	present (E)	

Number of Voters PRESENT for Roll Call: 22
Number of Voters ABSENT for Roll Call: 2

*E - ELECTRONICALLY
*P - PHYSICALLY

- Meeting was held via GOTOMeeting following Governor Lee's Executive Order #16 allowing Government agencies to meet electronically due to COVID-19 restrictions.

ROBERTSON COUNTY REGIONAL PLANNING COMMISSION

ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET
SPRINGFIELD, TENNESSEE 37172
TEL. (615) 384-3666

MEMORANDUM

TO: Robertson County Commission Members

FROM: Doug Vann, Planning Director DV

DATE: June 15, 2020

The Robertson County Commission will hold its monthly meeting on Monday, **June 15, 2020 at 7:00 P. M.,** in the Third Floor Conference Room, Robertson County Office Building, Springfield, Tennessee. The following items have been placed on the agenda for your review.

Zoning Map Amendment Requests:

Rezoning Requests:

(1) William and Brock Brewer request to rezone 8.32 acres from **AG-2 to RP-80** located on Frank Abernathy Road. **10th Voting District.**

(2) Robert L. Couts, Jr. requests to rezone 9.68 acres from **AG-2 to RP-80** located on Couts-Carr Road. **1st Voting District.**

(3) Tim Hunter requests to rezone 2.20 acres from **AG-2 to RP-80** located on New Hall Road. **3rd Voting District.**

(4) Bonnie Coleman requests to rezone 1.84 acres from **AG-2 to RP-80** located on Hall Road. **2nd Voting District.**

(5) Brittany L. Baggett and Mac E. Baggett request to rezone 34.28 acres from **AG-2 to RP-80** on Tn. Hwy. 25. **8th Voting District.**

(6) Josh Russell requests to rezone 5.01 acres from **AG-2 to R-40** located on Cedar Grove Road. **1st Voting District.**

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

DV: cf
Enclosures

Resolution No. 061520046

A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 to RP-80

William and Brock Brewer

WHEREAS, William and Brock Brewer requests to rezone **8.32 acres** of land located on Frank Abernathy Road, **(10th 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 **8.32 acres** of land owned by **William and Brock Brewer** is hereby rezoned from **AG-2 to RP-80** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an existing iron pin in the southerly margin of Frank Abernathy Road, said pin being the most northeast corner of herein described tract; Thence now leaving said margin S 30°51'50" W, 119.74' to an existing iron pin; Thence S 23°50'00" W, 411.75' to an existing iron pin; Thence N 68°02'18" W, 226.66' to an existing iron pin; Thence N 88°55'49" W, 270.44' to a point in a branch; Thence with said branch for the next seven calls: Thence N 02°28'04" E, 84.16'; Thence N 02°16'03" W, 216.19'; Thence N 53°16'32" E, 91.86'; Thence N 27°39'34" E, 101.77'; Thence N 17°45'41" E, 137.62'; Thence N 16°14'34" E, 26.89'; Thence N 20°21'40" E, 80.04'; Thence N 14°26'16" W, 102.10'; Thence leaving said branch S 57°32'02" E, 462.94' to an existing iron pin in the margin of said Frank Abernathy Road; Thence with said margin and a curve to the left having a radius of 120.00', I= 27°43'08", & CB= S 37°28'06" E, 57.49'; Thence with said margin S 51°16'30" E, 147.42' to the point of beginning containing Beginning at an existing iron pin in the southerly margin of Frank Abernathy Road, said pin being the most northeast corner of herein described tract; Thence now leaving said margin S 30°51'50" W, 119.74' to an existing iron pin; Thence S 23°50'00" W, 411.75' to an existing iron pin; Thence N 68°02'18" W, 226.66' to an existing iron pin; Thence N 88°55'49" W, 270.44' to a point in a branch; Thence with said branch for the next seven calls: Thence N 02°28'04" E, 84.16'; Thence N 02°16'03" W, 216.19'; Thence N 53°16'32" E, 91.86'; Thence N 27°39'34" E, 101.77'; Thence N 17°45'41" E, 137.62'; Thence N 16°14'34" E, 26.89'; Thence N 20°21'40" E, 80.04'; Thence N 14°26'16" W, 102.10'; Thence leaving said branch S 57°32'02" E, 462.94' to an existing iron pin in the margin of said Frank Abernathy Road; Thence with said margin and a curve to the left having a radius of 120.00', I= 27°43'08", & CB= S 37°28'06" E, 57.49'; Thence with said margin S 51°16'30" E, 147.42' to the point of beginning containing **8.32 acres.**

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

Approved and adopted by the Board of County Commissioners.

9-0

June 15, 2020
Date

William A Joyce
Robertson County Mayor

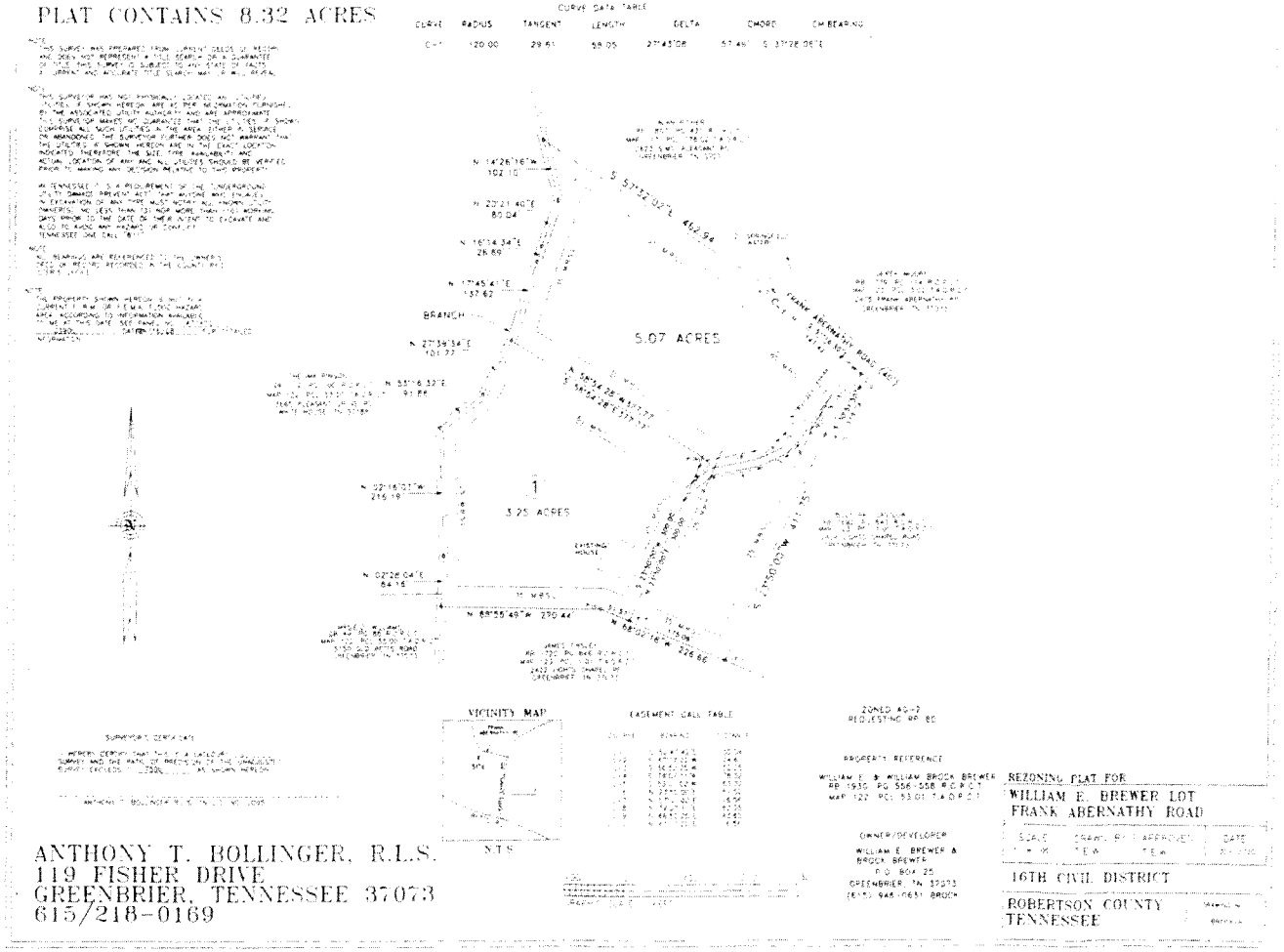
Angie H. Groves
Robertson County Clerk



Planning & Zoning

9-0

PLAT CONTAINS 8.32 ACRES



VICINITY MAP

NTS

EASEMENT CALL TABLE

ZONED AG-2
REQUESTING RP-8C

PROPERTY REFERENCE
WILLIAM E. & WILLIAM BROCK BREWER
RB 1930, PG 556 - 558 R.O.R.C.T.
MAP 122, PCL 53.01 T.A.D.P.C.T.

OWNER/DEVELOPER
WILLIAM E. BREWER &
BROCK BREWER
P.O. BOX 25
GREENBRIER, TN 37073
(615) 948-0651 BROCK

REZONING PLAT FOR
WILLIAM E. BREWER LOT
FRANK ABERNATHY ROAD

SCALE	DRAWN BY	APPROVED	DATE
1" = 100'	TEW	TEW	03/27/20

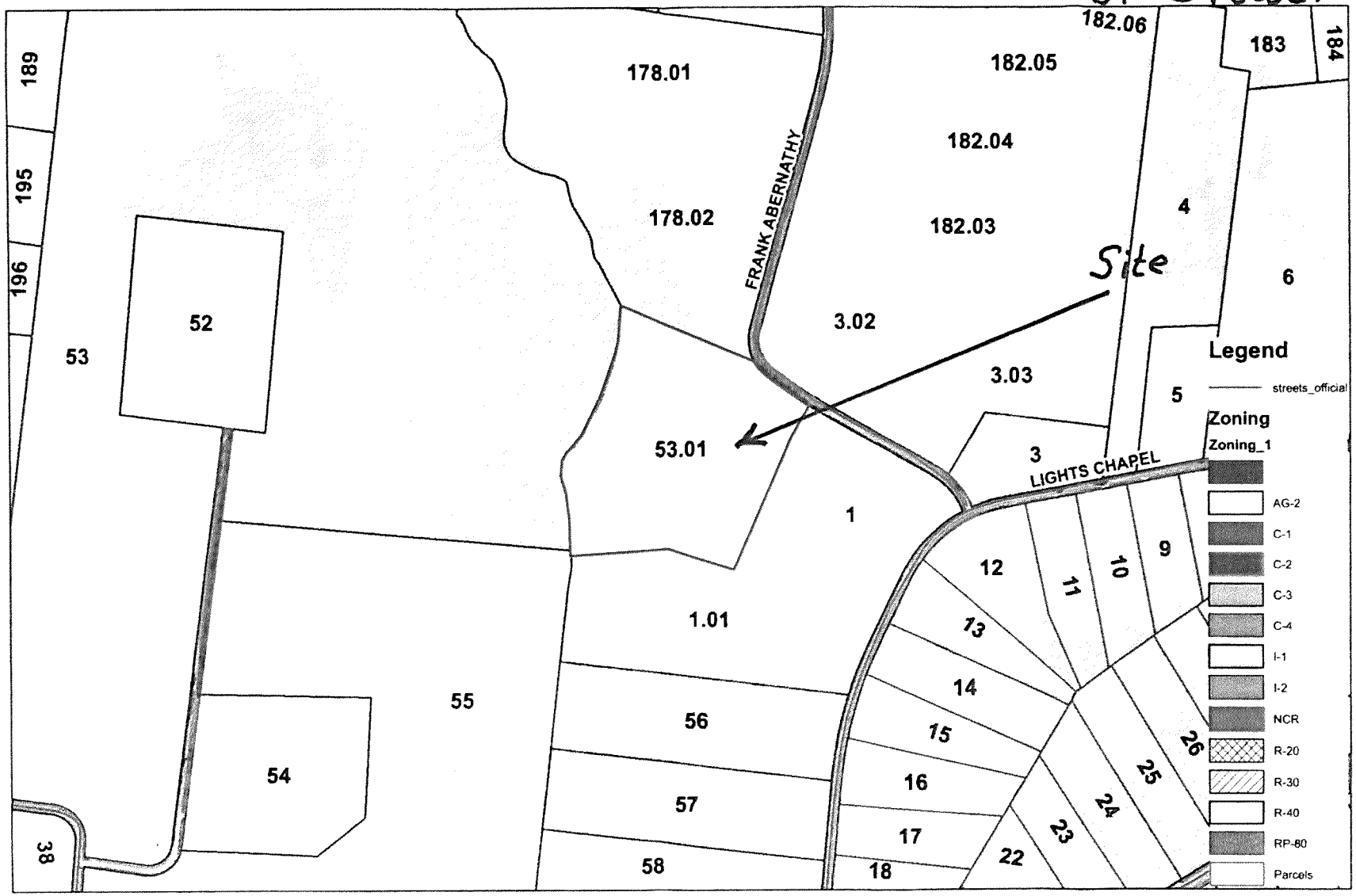
16TH CIVIL DISTRICT

ROBERTSON COUNTY
TENNESSEE

ANTHONY T. BOLLINGER, R.L.S.
119 FISHER DRIVE
GREENBRIER, TENNESSEE 37073
615/218-0169

RECEIVED
APR 30 2020
BY:

01 Brewer


189
195
196
53
52
178.01
178.02
53.01
1.01
55
56
57
58
54
38
FRANK ABERNATHY
182.06
182.05
182.04
182.03
3.02
3.03
183
184
4
6
5
3
1
LIGHTS CHAPEL
12
11
10
9
13
14
15
16
17
18
22
23
24
25
26
Site
Legend
streets_official
Zoning
Zoning_1
AG-2
C-1
C-2
C-3
C-4
I-1
I-2
NCR
R-20
R-30
R-40
RP-80
Parcels

SOUTHERN 7 HOMES

RENOVATION · NEW CONSTRUCTION · RESTORATION

February 12, 2020

Robertson County Planning

RE: Rezoning of 2478 Frank Abernathy Rd. – Greenbrier, TN
Map: 122 Parcel 053.01

To Whom It May Concern,

We would like to request that the property at 2478 Frank Abernathy Rd. in Greenbrier, TN be re-zoned to RP80.

The reason for doing so is that we are tracting off a 5 acre tract from 8 acres in order for us to build our personal home close to our parents. Where the home needs to sit on the property does not currently allow for the 250' building envelope from property line to property line that AG zoning requires. Therefore, we are requesting the RP80 zoning which will allow for a smaller building envelope from property line to property line.

We appreciate your consideration of this request.

Sincerely,

Brock & Cynthia Brewer
Southern 7 Homes
brockbrewer@hotmail.com
www.southern7homes.com

RECEIVED
FEB 18 2020
BY:

HOOVER Requested a Motion at: 7_31_25 PM
B. MOORE Seconded the Motion at: 7_31_25 PM

RESOLUTION NO. 061520046 A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 TO RP-80 WILLIAM AND BROCK BREWER

Time of Vote: 7_31_49 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	ABSTAINED
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER voted:	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (21 Y - 0 N - 1 Abstained – 2 Absent)

Resolution No.061520047

A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 to RP-80

Robert L. Couts, Jr.

WHEREAS, Robert L. Couts, Jr. requests to rezone **9.68 acres** of land located on Couts-Carr Road **(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 **9.68 acres** of land owned by **Robert L. Couts, Jr.** is hereby rezoned from **AG-2 to RP-80** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an iron bar monument (new), in the westerly margin of Couts-Carr Road, the northeast corner of a tract of land which belongs to Thomas W. Couts, having a deed reference in Record Book 838, Page 838, RORCT, with further reference as being Lot 1 of Ophelia Black Couts, being a plat of record in Record Book 860, Page 164, RORCT, the southeast corner of this tract and continuing, as follows: N 88°52'21" W, passing a common corner of said tract of land which belongs to Thomas W. Couts, and a tract of land which belongs to Linda Couts Gaines, having a deed reference in Record Book 1209, Page 603, RORCT, and continuing on in all, 1160.50 feet to an iron pin (old), the northwest corner of said tract of land which belongs to Linda Couts Gaines, in the easterly boundary of a tract of land which belongs to Joseph C. Masson, having a deed reference in Record Book 1163, Page 582, RORCT, with further reference as being Tract 1 of Dorothy T. Kindred, being a plat of record in Record Book 736, Page 40, RORCT, thence, N 01°40'12" E, 499.47 feet to an iron pin (old), the northeast corner of said tract of land which belongs to Joseph C. Masson, in the southerly boundary of a tract of land which belongs to James Randall Carr, having a deed reference in Record Book 1569, Page 171, RORCT; thence, N 72°18'54" E, 115.50 feet to an iron pin (old), a common corner of said tract of land which belongs to James Randall Carr, and a tract of land which belongs to Linda Faye Buntin, having a deed reference in Record Book 1501, Page 592, RORCT; thence, N 89°17'23"E,262.68 feet to an iron pin (old), in the southerly boundary of said tract of land which belongs to Linda Faye Buntin, a corner of a tract of land which belongs to Robert Lee Couts, Jr., having a deed reference in Record Book 1229, Page 261, RORCT; thence with the boundary of said tract of land which belongs to Robert Lee Couts, Jr., as follows: S 00°42'37" E, 275.84 feet to an iron pin (old); thence, N 89°17'23" E, 773.11 feet to an iron bar monument (new), in the westerly margin of Couts-Carr Road, in the southerly boundary of said tract of land which belongs to Robert Lee Couts, Jr. thence, S 00°40'17" W, 294.22 feet, to the point of beginning, containing **9.68 acres.**

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

9-0

Approved and adopted by the Board of County Commissioners.

6-15-2020
Date

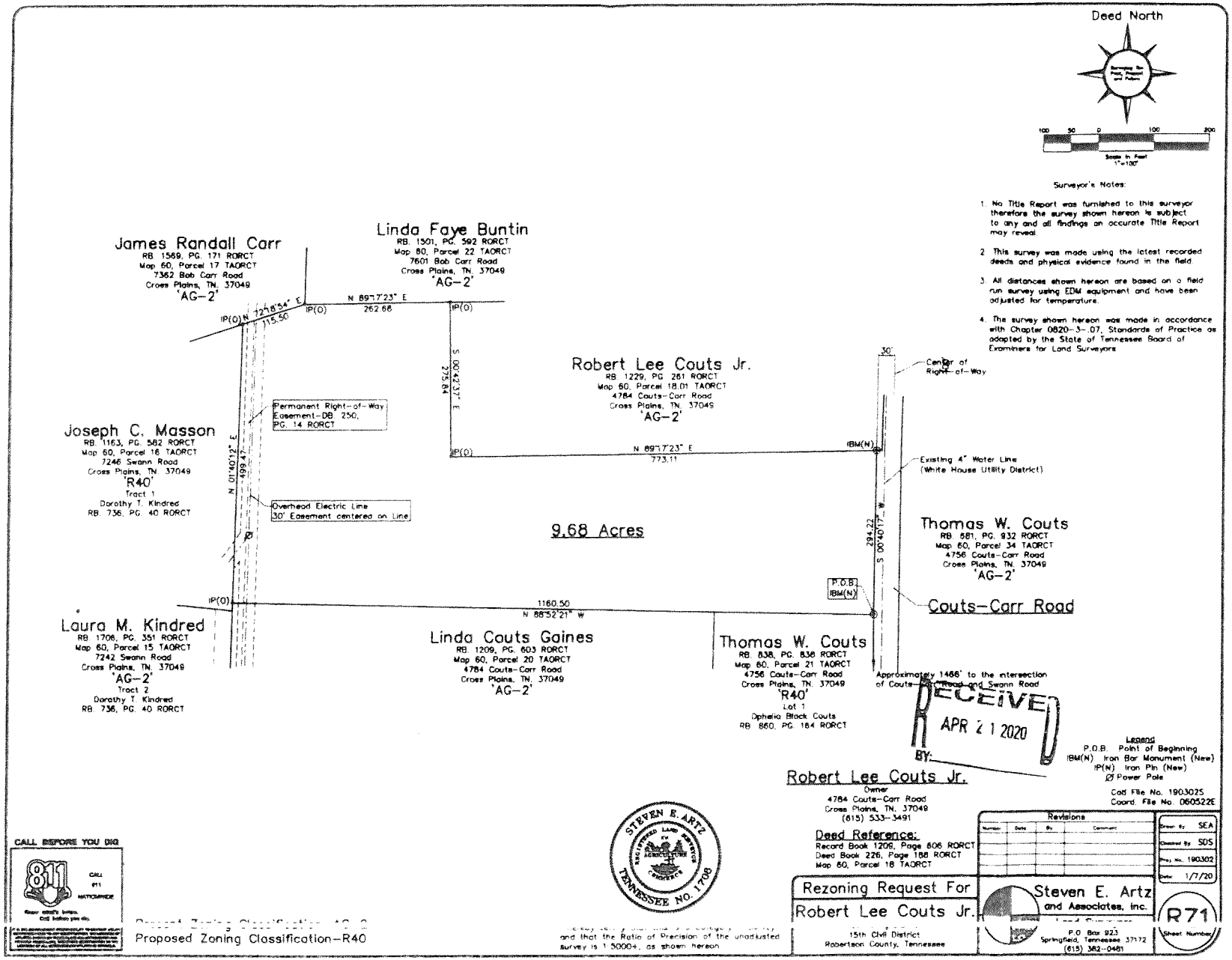
William T Boyle
Robertson County Mayor

Angie H. Groves
Robertson County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

Planning & Zoning

9-0


Deed North
Basis of Bearings Are Tract Perimeter and Platted
100 50 0 100 200
Scale In Feet
1"=100'
Surveyor's Notes:
1. No Title Report was furnished to this surveyor therefore the survey shown hereon is subject to any and all findings an accurate Title Report may reveal.
2. This survey was made using the latest recorded deeds and physical evidence found in the field.
3. All distances shown hereon are based on a field run survey using EDM equipment and have been adjusted for temperature.
4. The survey shown hereon was made in accordance with Chapter 0820-3-.07, Standards of Practice as adopted by the State of Tennessee Board of Examiners for Land Surveyors.
James Randall Carr
RB. 1569, PG. 171 RORCT
Map 60, Parcel 17 TAORCT
7362 Bob Carr Road
Cross Plains, TN. 37049
'AG-2'
Linda Faye Buntin
RB. 1501, PG. 592 RORCT
Map 60, Parcel 22 TAORCT
7601 Bob Carr Road
Cross Plains, TN. 37049
'AG-2'
N 72°18'54" E
115.50
IP(O)
N 89°17'23" E
262.66
IP(O)
IP(O)
S 00°42'37" E
795.84
Robert Lee Couts Jr.
RB. 1229, PG. 261 RORCT
Map 60, Parcel 18.01 TAORCT
4784 Couts-Carr Road
Cross Plains, TN. 37049
'AG-2'
30'
Center of Right-of-Way
Permanent Right-of-Way Easement-DB. 250, PG. 14 RORCT
Joseph C. Masson
RB. 1163, PG. 582 RORCT
Map 60, Parcel 16 TAORCT
7246 Swann Road
Cross Plains, TN. 37049
'R40'
Tract 1
Dorothy T. Kindred
RB. 736, PG. 40 RORCT
N 01°40'12" E
499.47
IP(O)
IP(O)
N 89°17'23" E
773.11
IBM(N)
Existing 4" Water Line (White House Utility District)
Overhead Electric Line 30' Easement centered on Line
9.68 Acres
294.22
S 00°40'17" W
Thomas W. Couts
RB. 681, PG. 932 RORCT
Map 60, Parcel 34 TAORCT
4756 Couts-Carr Road
Cross Plains, TN. 37049
'AG-2'
P.O.B.
IBM(N)
Couts-Carr Road
IP(O)
1160.50
N 88°52'21" W
Laura M. Kindred
RB. 1708, PG. 351 RORCT
Map 60, Parcel 15 TAORCT
7242 Swann Road
Cross Plains, TN. 37049
'AG-2'
Tract 2
Dorothy T. Kindred
RB. 736, PG. 40 RORCT
Linda Couts Gaines
RB. 1209, PG. 603 RORCT
Map 60, Parcel 20 TAORCT
4784 Couts-Carr Road
Cross Plains, TN. 37049
'AG-2'
Thomas W. Couts
RB. 838, PG. 836 RORCT
Map 60, Parcel 21 TAORCT
4756 Couts-Carr Road
Cross Plains, TN. 37049
'R40'
Lot 1
Ophelia Black Couts
RB. 860, PG. 184 RORCT
Approximately 1466' to the intersection of Couts-Carr Road and Swann Road
RECEIVED
APR 21 2020
BY:
Robert Lee Couts Jr.
Owner
4784 Couts-Carr Road
Cross Plains, TN. 37049
(615) 533-3491
Deed Reference:
Record Book 1209, Page 606 RORCT
Deed Book 226, Page 188 RORCT
Map 60, Parcel 18 TAORCT
Legend
P.O.B. Point of Beginning
IBM(N) Iron Bar Monument (New)
IP(N) Iron Pin (New)
Ø Power Pole
Cad File No. 190302S
Coord. File No. 060522E
CALL BEFORE YOU DIG
811
CALL 811 NATIONWIDE
Proposed Zoning Classification-R40
STEVEN E. ARTZ
REGISTERED LAND SURVEYOR
TENNESSEE NO. 1708
and that the Ratio of Precision of the unadjusted survey is 1:5000+, as shown hereon
Revisions
Number Date By Comment
Drawn By SEA
Checked By SDS
Proj. No. 190302
Date 1/7/20
Rezoning Request For
Robert Lee Couts Jr.
15th Civil District
Robertson County, Tennessee
Steven E. Artz and Associates, Inc.
P.O. Box 923
Springfield, Tennessee 37172
(615) 382-0481
R71
Sheet Number

2

02 Couts


22
17
22
COUTS CARR
Site
22.01
18.01
16
12
18
34
15
21
14
SWANN
20
38
19
20.02
Legend
streets_official
Zoning
Zoning_1
AG-2
C-1
C-2
C-3
C-4
I-1
I-2
NCR
R-20
R-30
R-40
RP-80
Parcels

2

January 7, 2020

Robertson County Planning Commission
501 South Brown Street
Springfield, TN 37172

Re: Request for Rezoning Map Amendment

Dear Planning Commission Members,

The purpose for this letter is to request the rezoning of a 9.68 acre tract of land. The subject property may be found on Tax Map 60, Parcel 18, in the Tax Assessor's Office for Robertson County, Tennessee. The property has road frontage on Couts-Carr Road, in the 15th Civil District, 1st Voting District.

The property is currently zoned, `AG-2', we are wishing to rezone the property to `RP-80'. We are wishing to divide this property into four (4) equal lots for the construction of new homes. We understand that if this request is granted we must then submit a preliminary and final plat of the new lot for approval by the Robertson County Planning Commission and other approving agencies.

Thank you for your cooperation with this matter and if we may assist you in any manner please contact us at your earliest convenience.

Sincerely,

Robert Lee Couts Jr.
4784 Couts-Carr Road
Cross Plains, TN. 37049
(615) 533-3491

RECEIVED
MAR 10 2020
BY:

HOOVER Requested a Motion at: 7_31_25 PM
B. MOORE Seconded the Motion at: 7_31_25 PM

RESOLUTION NO. 061520047 A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 TO RP-80 ROBERT L. COUTS, JR.

Time of Vote: 7_31_49 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	ABSTAINED
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER voted:	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (21 Y - 0 N – 1 Abstained - 2 Absent)

Resolution No. 061520048

A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 to RP-80

Tim Hunter

WHEREAS, Tim Hunter requests to rezone **2.20 acres** of land located on Hall Road **(3rd Voting District),** for residential development, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ROBERTSON COUNTY, TENNESSEE that **2.20 acres** of land owned by **Tim Hunter** is hereby rezoned from **AG-2 to RP-80** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an iron pin (new), in the northerly margin of Hall Road, said iron pin being located from an axle (old), in the northerly margin of Hall Road, the southwest corner of a tract of land which belongs to William Douglas Blackburn, having a deed reference in Record Book 827, Page 320, RORCT, N 08°45'00" W, 10.01 feet, **to the point of beginning,** the southeast corner of this tract and continuing with said road, as follows: S 83°31'48" W, 19.66 feet to an iron pin (old); thence with a curve to the right, having a radius of 1057.58 feet, an arc distance of 112.63 feet, and a chord bearing and distance of S 86°34'52" W, 112.58 feet to an iron pin (old); thence, S 89°37'56" W, 61.97 feet to an iron pin (old), in the northerly margin of Hall Road, a corner of a tract of land which belongs to Tim Hunter, having a deed reference in Record Book 1274, Page 435, RORCT; thence, N 10°23'41" W, 467.92 feet to an iron pin (new), in the easterly boundary of said tract of land which belongs to Tim Hunter; thence with a new line, N 81°15'00" E, 206.48 feet to an iron pin (new), in the westerly boundary of said tract of land which belongs to William Douglas Blackburn; thence, S 08°45'00" E, 488.00 feet, to the point of beginning, containing **2.20 acres.**

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

Approved and adopted by the Board of County Commissioners.

6-15-2020
Date

William A Cole
Robertson County Mayor

Angie H. Groves
Robertson County Clerk

ANGIE H. GROVES, COUNTY CLERK XVI AGRICULTURE COMMERCE ROBERTSON COUNTY, TN

Planning & Zoning

9-0

Curve Table						
NUMBER	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	06°06'07"	1097.96	96.37	192.69	S 83°34'92" W	192.96
C2	00°99'41"	1097.96	9.18	10.96	S 85°48'59" W	10.96

Line Table		
NUMBER	DIRECTION	DISTANCE
L1	N 08°49'00" W	10.01
L2	S 85°31'45" W	19.66
L3	S 89°37'56" W	61.87
L4	N 81°15'00" E	50.01
L5	S 89°37'56" W	50.47
L6	N 81°15'00" E	50.00

Deed North

Surveyor's Notes:
1. No Title Report was furnished to this surveyor at the time of this survey, therefore, the survey shown hereon is subject to any and all findings an accurate Title Report may reveal.
2. This survey was made using the latest recorded deeds and physical evidence found in the field.
3. The survey shown hereon was made in accordance with Chapter 0820-3-.07, Standards of Practice as adopted by the State of Tennessee Board of Examiners for Land Surveyors.

Tim Hunter
DB. 1927, PG. 971 RCREDCT
Map 116, Parcel 107 TACREDCT
1227 Hunters Trail
Greeneville, TN. 37073
'AG-2'
15.01 Acres remaining

Tim Hunter
DB. 1274, PG. 459 RCREDCT
Map 116, Parcel 100.09 TACREDCT
1227 Hunters Trail
Greeneville, TN. 37073
'AG-2'
Blackberry Farms
PB. 24, PG. 139 RCREDCT

7996 Hall Road
Greeneville, TN. 37073
'AG-2'

David L. Tidball
DB. 299, PG. 022 RCREDCT
Map 116, Parcel 105 TACREDCT
P.O. Box 129
White House, TN. 37188
'R40'

David L. Tidball
DB. 256, PG. 76 RCREDCT
Map 116, Parcel 104 TACREDCT
P.O. Box 129
White House, TN. 37188
'AG-2'

Hall Road

Existing House
Existing Septic
Existing Subsurface Sewage Disposal System per Owner
Existing 4" Water Line (White House Utility District)
50' Ingress, Egress and Utility Easement @1-0.92 Acres
50' Ingress, Egress and Utility Easement @2-0.94 Acres
Overhead Electric Line
20' Water Gas Pipeline Easement Prior to any construction Owner / Contractor shall contact Utility Provider for exact locate of easements
2.20 Acres
Approximately 2000' to the intersection of Hall Road and Near Hall Road
Center of Right-of-Way
P.O.B. Easement #1
P.O.B. Track and Easement #2 (P.K.N)
P.O.C. Track and Easements Addt. (O)
P.K.N.
P.K.(O)
L1 L2 L3 L4 L5 L6

Tim Hunter
Owner / Developer
1227 Hunters Trail
Greeneville, TN. 37073
615-604-9279

Legend
P.O.C. Point of Commencement
P.O.B. Point of Beginning
P.K.(O) Iron Pin (Old)
P.K.N.O. Iron Pin (New)
Addt. (O) Note (Old)
L1 Refer to Line Table Shown Hereon for Data
C1 Refer to Curve Table Shown Hereon for Data
○ Monument Found
⊙ Power Pole

Civil File No. Y2001151
Control File No. 0502828

Property Address:
7992 Hall Road
Greeneville, TN. 37073

Deed Reference:
Record Book 1927, Page 971 RCREDCT
Map 116, part of Parcel 107 TACREDCT

Monument	Make	By	Comment

Drawn By: SEA
Checked By: JMH
File No: Y2001151
Date: 5/12/20

CALL BEFORE YOU DIG
811 CALL 811 811.com
Call before you dig.

Present Zoning Classification-AG-2
Proposed Zoning Classification-RP80

I hereby certify that this General Property Survey is a Unadjusted Survey to 1:10000+ and that this survey meets the current Tennessee Minimum Standards of Practice.

STEVEN E. ARTZ
TENNESSEE LAND SURVEYOR
No. 2

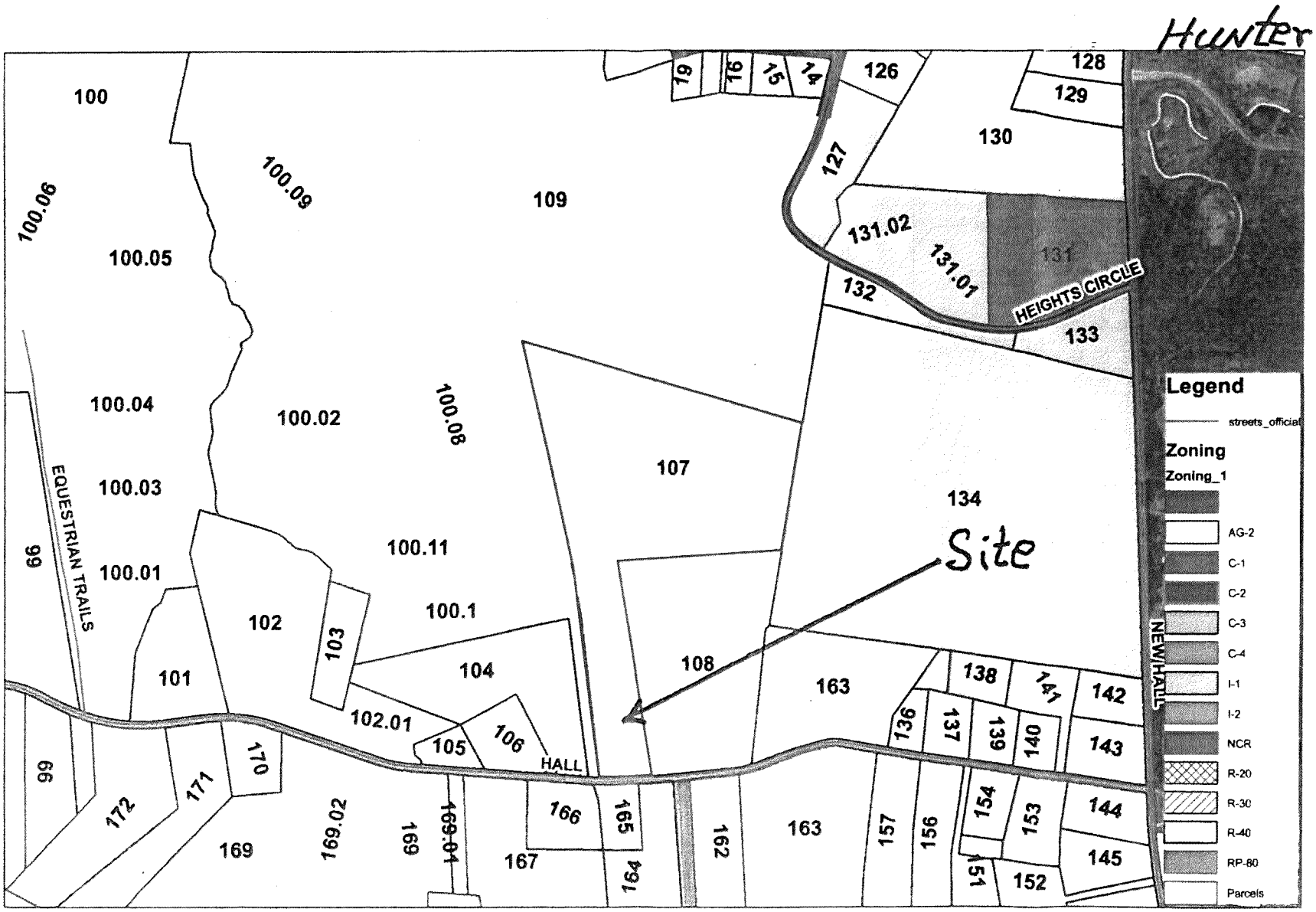
General Property Survey For
[illegible]
16th Civil District
Robertson County, Tennessee

Steven E. Artz and Associates, Inc.
Land Surveyors
P.O. Box 928 Springfield, TN 37172
email: artzsurvey@aol.com
(615) 389-0518

NLI
Shawn Hooker

RECEIVED
MAY 27 2020
BY:

3


Hunter
100
100.06
100.05
100.09
109
100.04
100.02
100.08
100.03
100.11
100.01
100.1
99
EQUESTRIAN TRAILS
102
103
101
104
102.01
105
106
HALL
108
107
134
Site
163
19
16
15
14
126
128
129
130
127
131.02
131.01
131
132
HEIGHTS CIRCLE
133
NEW HALL
138
141
142
136
137
139
140
143
154
153
144
157
156
145
151
152
162
163
166
165
167
164
169.01
169
169.02
169
172
171
170
99
Legend
streets_official
Zoning
Zoning_1
AG-2
C-1
C-2
C-3
C-4
I-1
I-2
NCR
R-20
R-30
R-40
RP-80
Parcels

May 12, 2020

Robertson County Planning Commission
501 South Brown Street
Springfield, TN 37172

Re: Request for Rezoning Request

Dear Planning Commission Members,

The purpose for this letter is to request the rezoning of a 2.20 acre tract of land. The subject property may be found on Tax Map 116, part of Parcel 107, in the Tax Assessor's Office for Robertson County, Tennessee. The property has road frontage on Hall Road, in the11th Civil District, 3rd Voting District.

The property is currently zoned, 'AG-2', we are wishing to rezone the property to 'RP80'. We understand that if this request is granted then we must submit appropriate plats to the Planning Commission, as well as, all other governmental agencies affected for approval.

Thank you for your cooperation with this matter and if we may assist you in any manner please contact us at your earliest convenience.

Sincerely,

Tim Hunter

Tim Hunter
1227 Hunters Trail
Greenbrier, TN. 37073
(615) 604-3279

RECEIVED
MAY 12 2020
By:

3

HOOVER Requested a Motion at: 7_31_25 PM
B. MOORE Seconded the Motion at: 7_31_25 PM

RESOLUTION NO. 061520048 A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 TO RP-80 TIM HUNTER

Time of Vote: 7_31_49 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	ABSTAINED
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER voted:	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (21 Y - 0 N – 1 Abstained -2 Absent)

Resolution No. 061520049

A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 to RP-80

Bonnie Coleman

WHEREAS, Bonnie Coleman requests to rezone **1.84 acres** of land located on New Hall Road **(2nd 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 **1.84 acres** of land owned by **Bonnie Coleman** is hereby rezoned from **AG-2 to RP-80** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an iron pin (old), in the northerly margin of New Hall Road, the southwest corner of a tract of land which belongs to Charles Michael McMurtry, having a deed reference in Record Book 1629, Page 360, RORCT, the southeast corner of this tract and continuing, as follows: N 86°28'34" W, 265.85 feet to an iron pin (old), in the northerly margin of New Hall Road, the southeast corner of a tract of land which belongs to Gilbert Wray McMurtry, having deed references in Record Book 1822, Page 78, and Record Book 475, Page 363, RORCT; thence, N 01°15'34" E, 297.00 feet to an iron pin (new), in the easterly boundary of said tract of land which belongs to Gilbert Wray McMurtry, thence with a new line, S 88°43'16" E, 265.75 feet to an iron pin (new), in the westerly boundary of said tract of land which belongs to Charles Michael McMurtry; thence, S 01°16'44" W, 307.41 feet, to the point of beginning, containing **1.84 acres.**

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

Approved and adopted by the Board of County Commissioners.

6-15-2020
Date

William R. Fogle
Robertson County Mayor

Angie H. Groves
Robertson County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

Planning & Zoning

9-0

Steven E. Artz
and Associates, Inc.
Land Surveyors
P.O. Box 925 Springfield, TN. 37172
email: artz.steve@gmail.com (615) 382-0481

Rezoning Request For
Bonnie Coleman

11th Civil District
Robertson County, Tennessee

RECEIVED
MAY 14 2020
BY:

No. Y2000653
Date 5/8/20
By SEA
CAD File No. Y2000655
Coord File No. Y2000655E

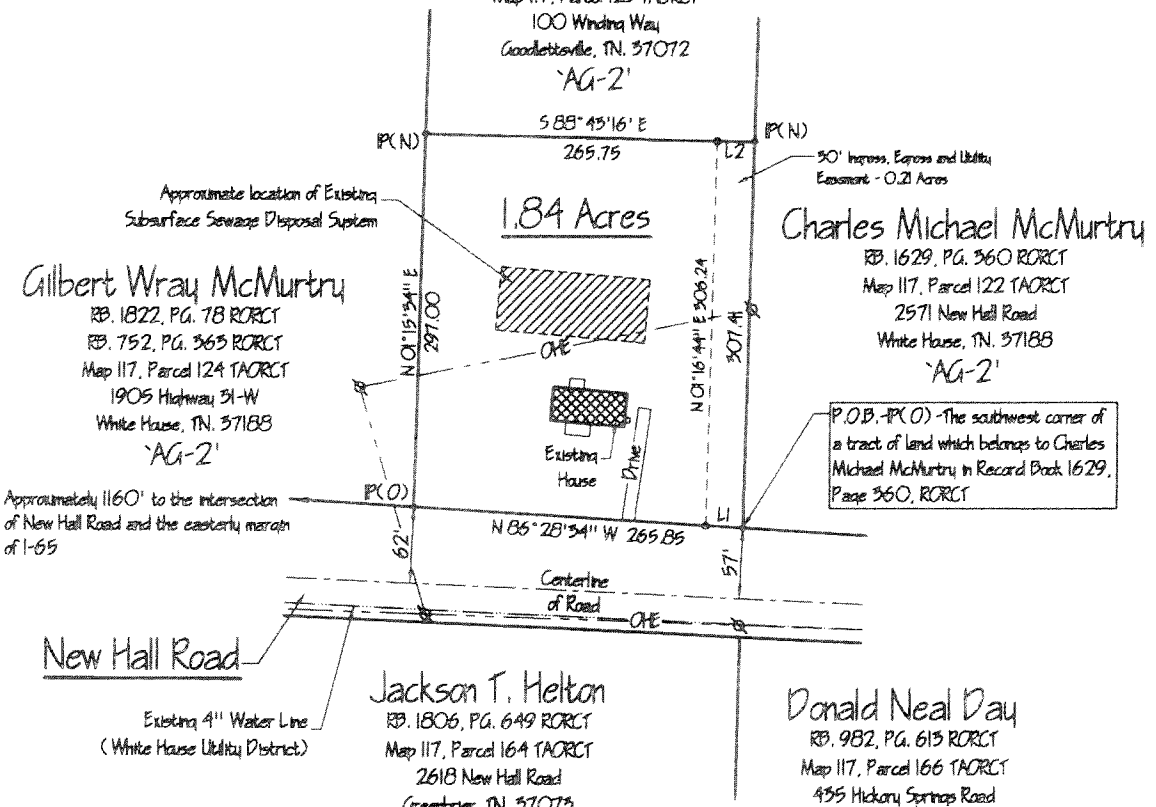
100 50 0 100 200
SCALE IN FEET
1"=100'

Deed North

Surveying The Past, Present and Future

Surveyor's Notes:
1. No Title Report was furnished to this surveyor at the time of this survey, therefore, the survey shown hereon is subject to any and all findings an accurate Title Report may reveal.
2. This survey was made using the latest recorded deeds and physical evidence found in the field.
3. The survey shown hereon was made in accordance with Chapter 0820-3-.07, Standards of Practise as adopted by the State of Tennessee Board of Examiners for Land Surveyors.

Legend
P.O.B. Point of Beginning
IP(O) Iron Pin (Old)
IP(N) Iron Pin (New)
OHE Overhead Electric
Power Pole
L1 Refer to Line Table Shown Hereon for Data



CALL BEFORE YOU DIG
811 CALL 811 NATIONWIDE
Know what's below. Call before you dig.
IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UTILITY OWNERS PRIOR TO ANY EXCAVATION. THE LOCATION OF UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND POSSIBLY INCOMPLETE. UNREPORTED CONSTRUCTION IN THE VICINITY OF ALL UNDERGROUND UTILITIES IS WARRANTED.

STEVEN E. ARTZ
REGISTERED LAND SURVEYOR
IN
AGRICULTURE
COMMERCE
TENNESSEE NO. 1708

Deed Reference:
Record Book 1821, Page 155 RORCT
Map 117, Parcel 125 TAORCT

I hereby certify that this General Property Survey is a Category III Survey and the Ratio of Precision of the Unadjusted Survey is 1:10000+ and that this survey meets the current Tennessee Minimum Standards of Practice.

Line Table		
NUMBER	DIRECTION	DISTANCE
L1	N 00°40'29" W	30.02
L2	S 88°45'16" E	30.00

I hereby certify that these plans were reviewed for determining the Robertson County Adequate Fair Lines Fee for Rezone No. _____
Date _____

Property Address:
2579 New Hall Road
Greenbrier, TN. 37073

Bonnie Coleman
Owner
100 Winding Way
Goodlettsville, TN. 37072
615-582-3095

Present Zoning Classification-AG-2
Proposed Zoning Classification-RP8C

4


Coleman
109
134
135
130
115
116
129
152.02
I65
I65
EASTSWIFT
Site
117
152
122
Legend
streets_official
Zoning
Zoning_1
AG-2
C-1
C-2
C-3
C-4
I-1
I-2
NCR
R-20
R-30
R-40
RP-80
Parcels
127
126
124
123
125
12
162.02
162.01
163
164
28
121
NEW HALL
167
168
162
165
166
28

May 1, 2020

Robertson County Planning Commission
501 South Brown Street
Springfield, TN 37172

Re: Request for Rezoning Request

Dear Planning Commission Members,

The purpose for this letter is to request the rezoning of a 1.84 acre tract of land. The subject property may be found on Tax Map 117, part of Parcel 123, in the Tax Assessor's Office for Robertson County, Tennessee. The property has road frontage on New Hall Road, in the11th Civil District, 2nd Voting District.

The property is currently zoned, `AG-2', we are wishing to rezone the property to `RP80'. We are wishing to subdivide the property into two lots. We understand that if this request is granted then we must submit appropriate plats to the Planning Commission, as well as, all other governmental agencies affected for approval.

Thank you for your cooperation with this matter and if we may assist you in any manner please contact us at your earliest convenience.

Sincerely,

Bonnie Coleman
100 Winding Way
Goodlettsville, TN. 37072
(615) 582-3093

RECEIVED
MAR 1 4 2020
BY:

HOOVER Requested a Motion at: 7_31_25 PM
B. MOORE Seconded the Motion at: 7_31_25 PM

RESOLUTION NO. 061520049 A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 TO RP-80 BONNIE COLEMAN

Time of Vote: 7_31_49 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	ABSTAINED
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER voted:	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (21 Y - 0 N – 1 Abstained - 2 Absent)

Resolution No. 061520050

A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 to R-40

Britany and Mac Baggett

WHEREAS, Brittany and Mac Baggett requests to rezone **34.28 acres** of land located on **(8th 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 **34.28 acres** of land owned by **Brittany and Mac E. Baggett, Sr.** is hereby rezoned from **AG-2 to R-40** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at an iron pin (old), in the southerly margin of Barren Plains Road, (St. Rte. #25), the northwest corner of a tract of land which belongs to John Paul Wisener, having a deed reference in deed Book 238, Page 104, RORCT, the northeast corner of this tract and continuing, as follows: S 02°35'21" W, 427.26 feet to a point in the westerly boundary of said tract of land which belongs to John Paul Wisener; thence with a new line, as follows: N 81°30'48" W, 779.17 feet; thence, S 08°29'12" W, 132.81 feet; thence, N 81°30'48" W, 699.12 feet; thence, N 08°29'12" E, 50.00 feet; thence, N 81°30'48" W, 374.16 feet; thence, N 08°29'12" E, 133.25 feet; thence, N 81°30'48" W, 331.41 feet; thence, N 58°16'46" W, 564.73 feet; thence, N 83°51'03" W, 252.14 feet; thence, N 55°54'34" W, 354.46 feet to a point in the easterly boundary of a tract of land which belongs to Sandy M. Suell, having a deed reference in Record Book 573, Page 217, RORCT; thence, N 00°48'17" E, 753.64 feet to an iron pin (old), in the southerly margin of Barren Plains Road, in the easterly boundary of said tract of land which belongs to Sandy M. Suell; thence with the southerly margin of Barren Plains Road, as follows: S 52°28'02" E, 880.09 feet to an iron bar monument (new);thence with a curve to the left, having a radius of 1025.00 feet, an arc distance of 103.98 feet, and a chord bearing and distance of S 55°22'24" E, 103.93 feet to an iron bar monument (new); thence, S 58°16'46" E, 360.09 feet to an iron bar monument (new); thence with a curve to the left, having a radius of 1515.00 feet, an arc distance of 614.34 feet, and a chord bearing and distance of S 69°53'47" E, 610.14 feet to a highway concrete monument (old); thence, S 81°30'48" E, 330.60 feet to an iron pin (old), in the southerly margin of Barren Plains Road, the northwest corner of a tract of land which belongs to Saulo Amador Cruz, having a deed reference in Record Book 1912, Page 866, RORCT; thence with the boundary of said tract of land which belongs to Saulo Amador Cruz, as follows: S 08°29'12" W, 181.11 feet to an iron pin (old); thence, S 73°24'10" W, 162.71 feet to an iron pin (old); thence, S 08°29'12" W, 76.53 feet to an iron pin (old); thence, S 34°15'25" E, 246.72 feet to an iron pin (old); thence, S 81°30'48" E, 354.02 feet to an iron pin (old); thence, N 08°29'12" E, 507.81 feet to an iron pin (old), in the southerly margin of Barren Plains Road, the

9-0

northeast corner of said tract of land which belongs to Saulo Amador Cruz; thence, S 81°30'48" E, 835.27 feet, to the point of beginning, containing **34.28 acres.**

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

Approved and adopted by the Board of County Commissioners.

June 15, 2020
Date

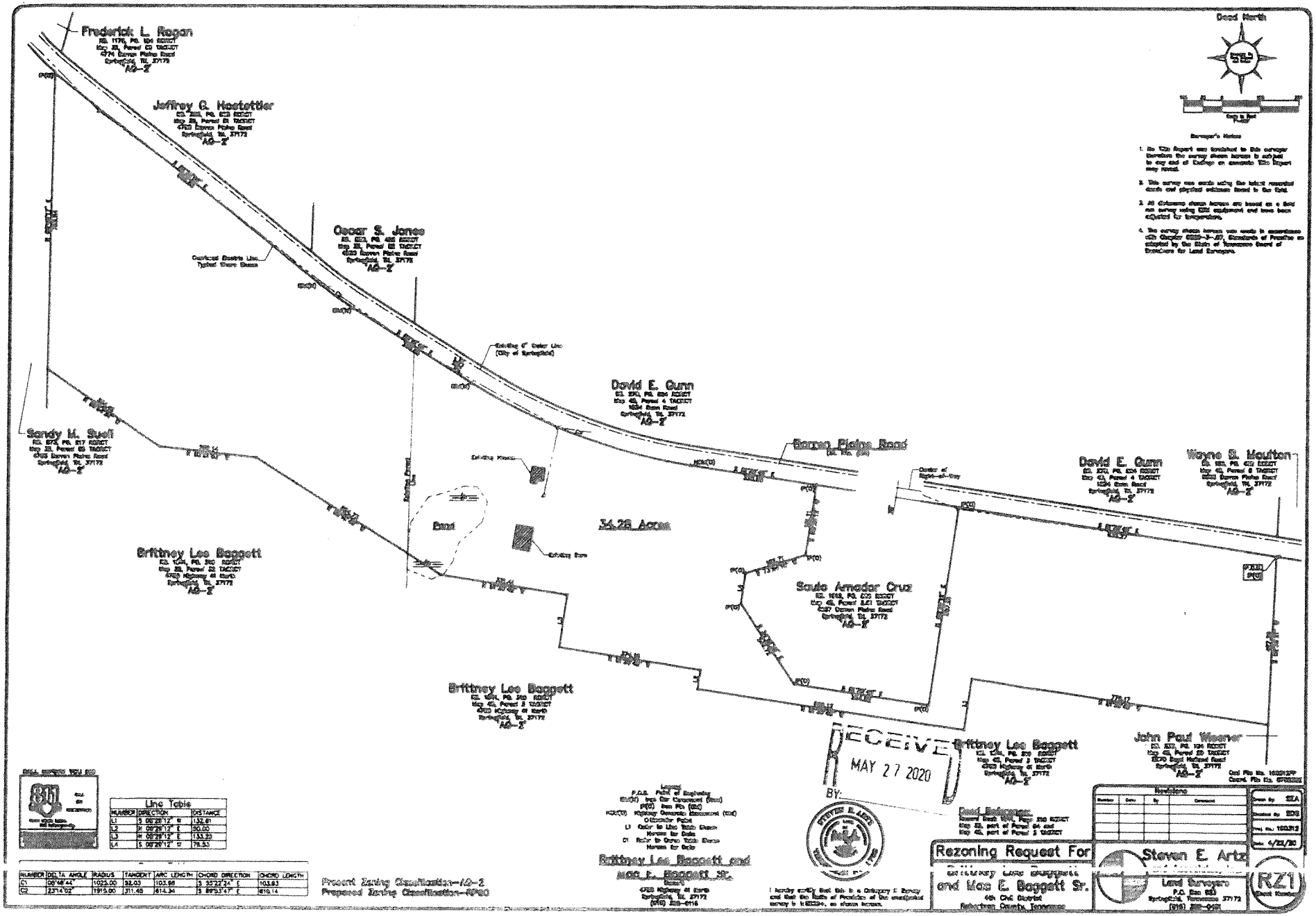
William A. Foyle
Robertson County Mayor

Angie H. Groves
Robertson County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

Planning & Zoning

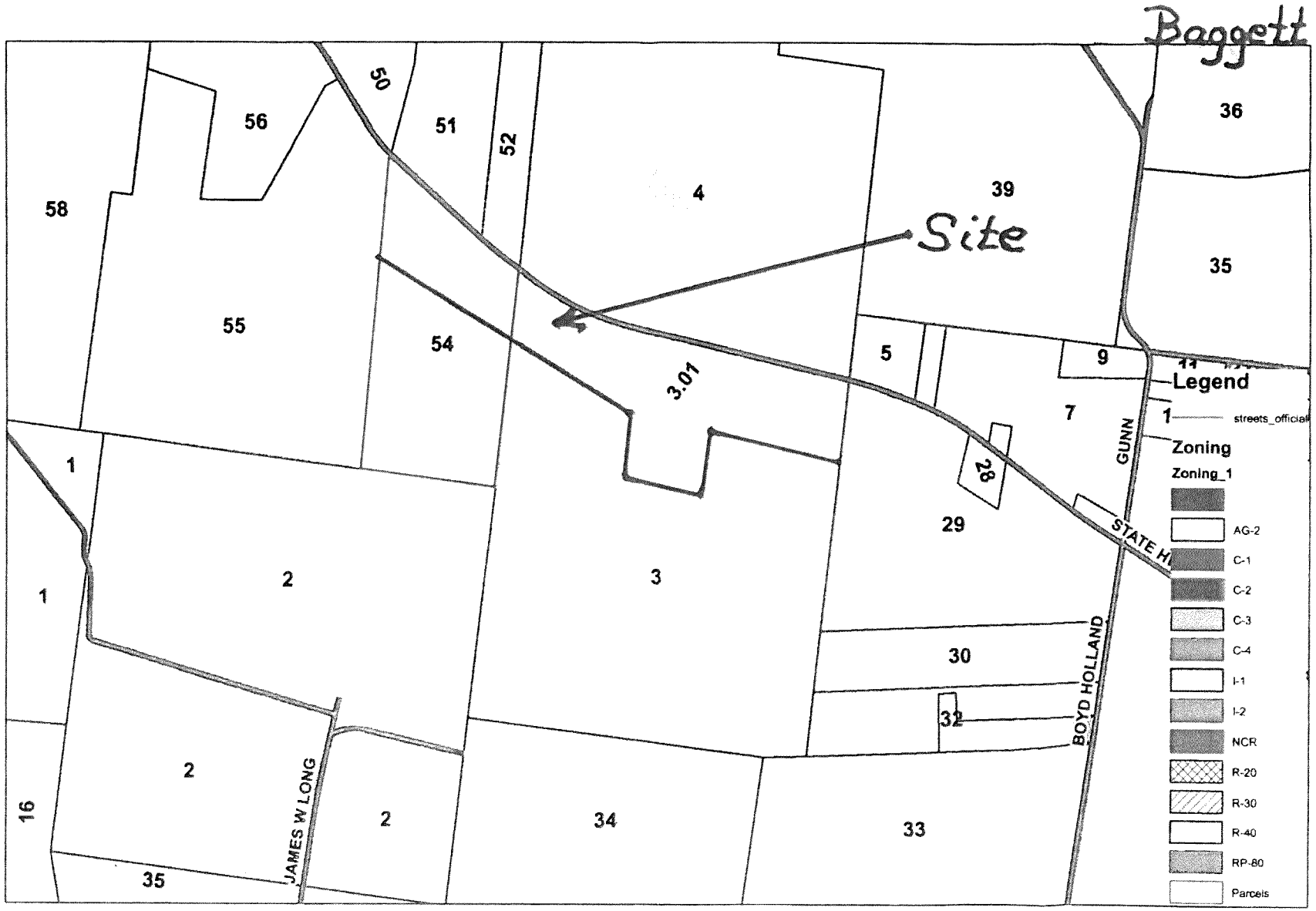
9-0



Line Table		
NUMBER	DIRECTION	DISTANCE
L1	S 00°29'12" W	132.87
L2	N 00°29'12" E	150.00
L3	N 00°29'12" E	133.23
L4	S 00°29'12" W	76.53

NUMBER	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	06°48'44"	1023.00	93.03	103.68	S 35°22'24" E	103.63
C2	23°14'02"	1915.00	311.45	614.34	S 89°53'47" E	610.14

5


Baggett
Site
56
50
51
52
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36
58
35
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54
3.01
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28
29
GUNN
STATE H
1
2
3
1
30
32
BOYD HOLLAND
2
JAMES W LONG
2
34
33
16
35
Legend
streets_official
Zoning
Zoning_1
AG-2
C-1
C-2
C-3
C-4
I-1
I-2
NCR
R-20
R-30
R-40
RP-80
Parcels

5

May 14, 2020

Robertson County Planning Commission
501 South Brown Street
Springfield, TN 37172

Re: Request for Rezoning Map Amendment

Dear Planning Commission Members,

The purpose for this letter is to request the rezoning of a 34.28 acre tract of land. The subject property may be found on Tax Map 32, part of Parcel 54, and Tax Map 45, part of Parcel 3, in the Tax Assessor's Office for Robertson County, Tennessee. The property has road frontage on Barren Plains Road, (Tennessee Highway #25), in the 4th Civil District, 8th Voting District.

The property is currently zoned, `AG-2', we are wishing to rezone the property to `RP80'. We are wishing to subdivide the property into 16 building lots for the construction of new homes on 16 of the lots. We understand that if this request is granted we must then submit the appropriate plats of the lots for approval by the Robertson County Planning Commission and other approving agencies.

Thank you for your cooperation with this matter and if we may assist you in any manner please contact us at your earliest convenience.

Sincerely,

Brittney Lee Baggett and Mac E. Baggett, Sr.
4781 Hwy. 41 North
Springfield, TN. 37172
(615) 382-9115

RECEIVED
MAY 15 2020
BY:

RECEIVED
MAY 15 2020
BY:

5

HOOVER Requested a Motion at: 7_31_25 PM
B. MOORE Seconded the Motion at: 7_31_25 PM

RESOLUTION NO. 061520050 A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 TO RP-80 BRITTNEY BAGGETT AND MAC E. BAGGETT, SR.

Time of Vote: 7_31_49 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	ABSTAINED
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER voted:	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (21 Y - 0 N – 1 Abstained - 2 Absent)

Resolution No. 061520051

A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 to R-40

Josh Russell

WHEREAS, Josh Russell requests to rezone **5.01 acres** of land located on Cedar Grove Road, **(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 **5.01 acres** of land owned by **Josh Russell** is hereby rezoned from **AG-2 to R-40** and the Robertson County Zoning Atlas shall be so designated, said property described as follows:

Beginning at a point on the southwesterly margin of Cedar Grove Road, said point being the northwest corner of this property and the northeast corner of the Jerry Hare Property (RB 1824, pg.1 R.O.R.C., Tn); thence with the margin of the said Road S45°26'31"E 235.90' to a point; thence N44°45'23"E 21.31' to a point; thence S45°26'36"E 117.02' to a point; thence with the line of the Nancy Roach property (RB 1936, pg.9 R.O.R.C., Tn.) S44°33'24"W 876.26' to a point in the margin of E. Old Cedar Grove Road; thence with the said Road and with a curve to the left, having a radius of 765.00' and a long chord of 35.60', said chord having a bearing of N28°15'24"W , a distance along the curve of 35.60' to a point; thence N29°35'24"W 196.06' to a point; thence with a curve to the right having a radius of 500.00', and a long chord of 21.97', said chord having a bearing of N28°19'52"W, a distance along the curve of 21.97' to a point; thence N27°04'21"W 145.78' to a point; thence leaving the said Old Cedar Grove Road and with the line of Jason R. Burner et ux (RB 1825, pg.943 R.O.R.C., Tn.) S79°19'04"E 262.75' to a point; thence N26°50'03"E passing Burners Corner in all 621.51' to the point of beginning, containing **5.01 acres more or less.**

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

Approved and adopted by the Board of County Commissioners.

6-15-2020
Date

William A Cole
Robertson County Mayor

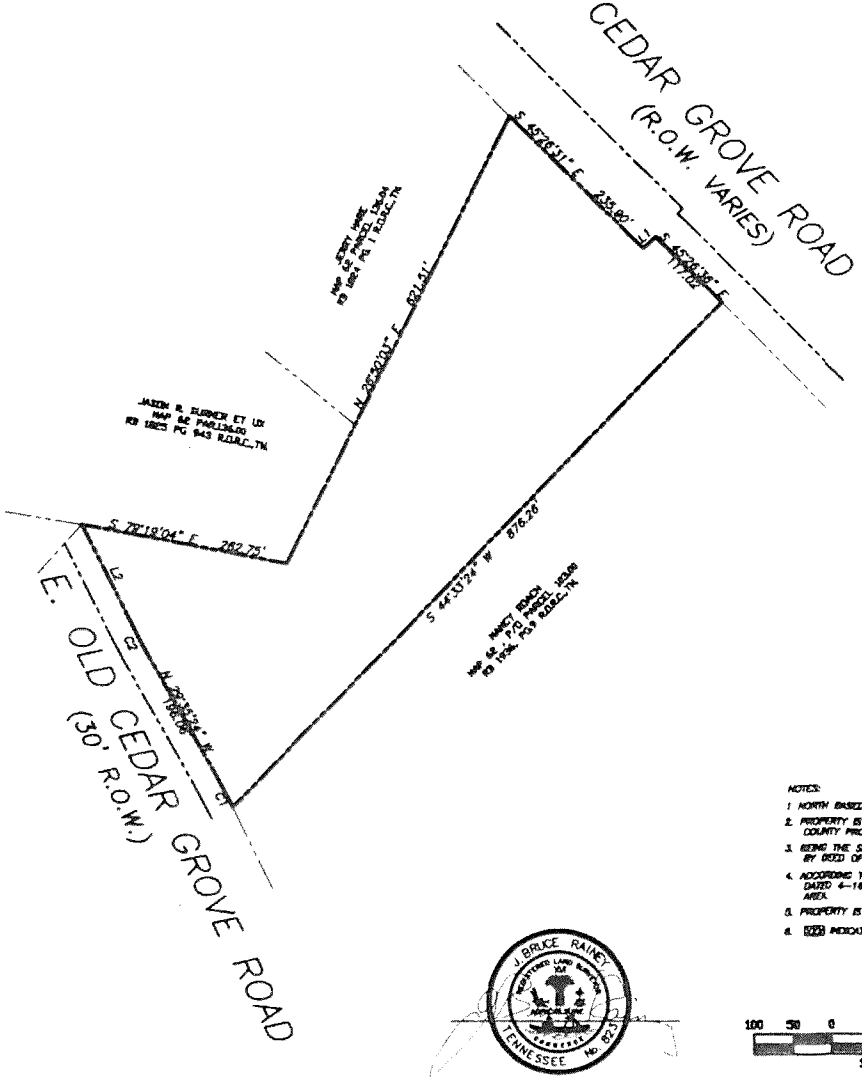
Angie H. Groves
Robertson County Clerk

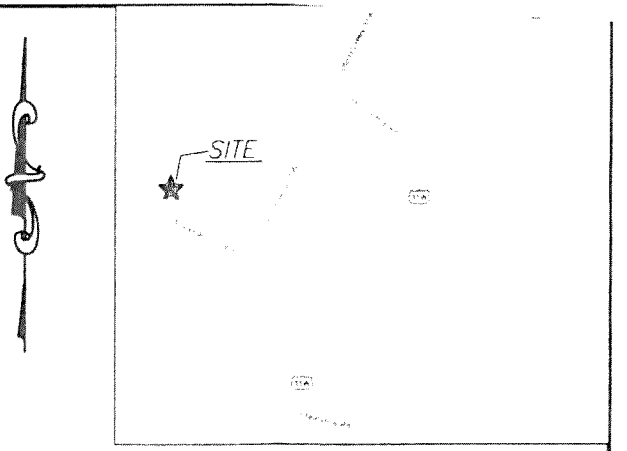
ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

Planning & Zoning

9-0

TOTAL AREA – 5.01 ACRES±
1 LOTS





LOCATION MAP
N.T.S.

LINE	BEARING	DISTANCE
L1	N 44°45'23" E	21.31'
L2	N 27°04'21" W	145.78'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°40'00"	765.00'	35.60'	N 28°15'24" W	35.60'
C2	2°31'04"	500.00'	21.97'	N 28°19'52" W	21.97'

NOTES:
1. NORTH BASED ON STEVEN ARTZ SURVEY 190172.
2. PROPERTY IS SHOWN AS PART OF PARCEL 103.00 ON ROBERTSON COUNTY PROPERTY MAP 082.
3. BEING THE SAME PROPERTY CONVEYED TO JOSHUA RUSSELL BY DEED OF RECORD IN BOOK ____, PAGE ____, R.O.R.C., TN.
4. ACCORDING TO F.I.R.M. COMMUNITY PANEL NO. 47147C0408C AND DATED 4-18-05, THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA.
5. PROPERTY IS CURRENTLY ZONED AG-R.
6. [XXX] INDICATES STREET ADDRESS.



REQUESTED ZONING R-40
REZONING PLAN
FOR

JOSH RUSSELL

PROPERTY LOCATED IN THE 15th CIVIL DISTRICT
OF ROBERTSON COUNTY, TENNESSEE

DATE : MARCH 10, 2020

SCALE : 1" = 100'

OWNER :

JOSHUA RUSSELL
127 CLEARVIEW ROAD
COTTONTOWN, TENNESSEE 37048

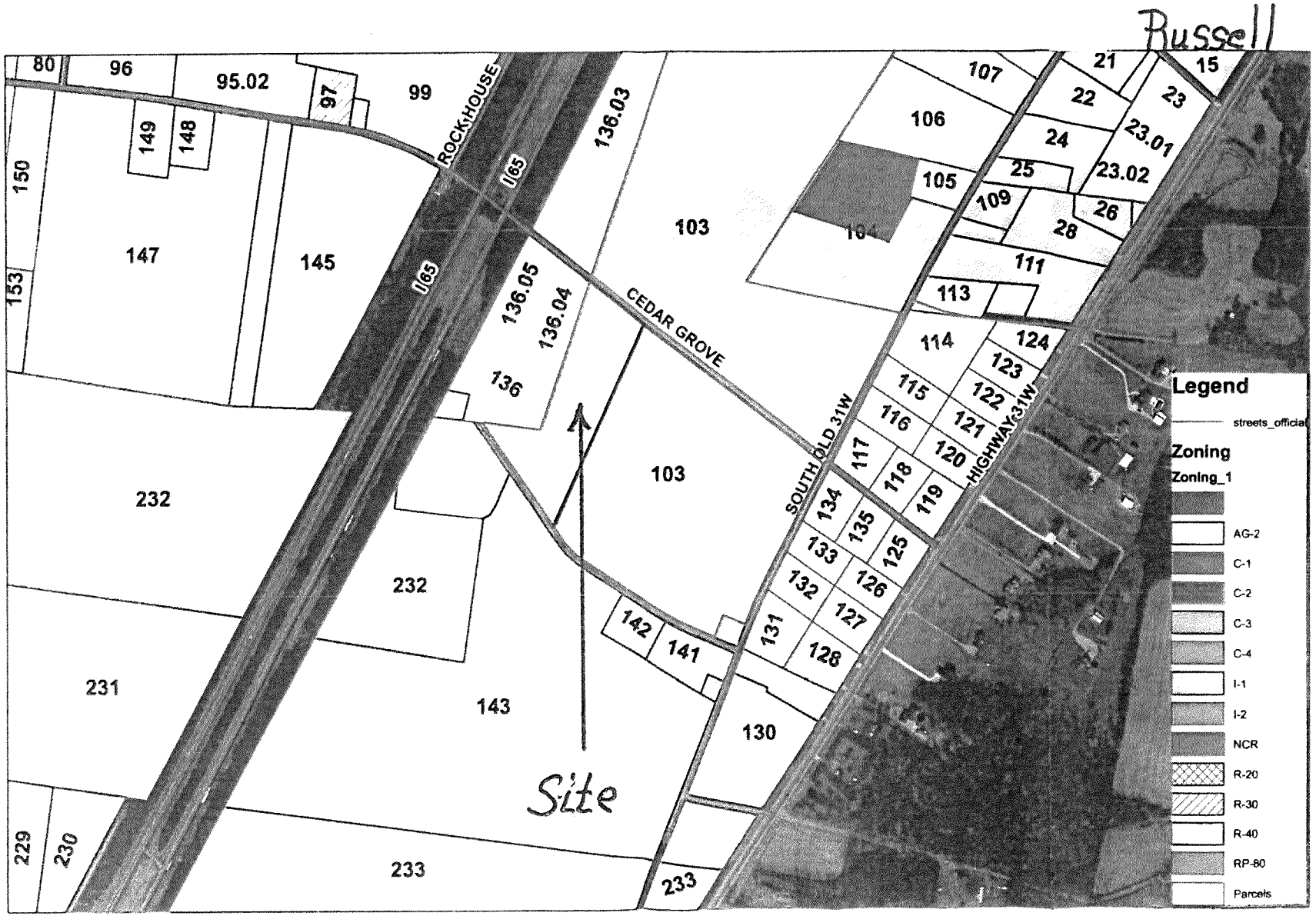
PREPARED BY:

Bruce Rainey

JOB. NO. 200052

RECEIVED
APR 30 2020
BY

6


Russell
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ROCKHOUSE
I65
136.03
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136.05
136.04
136
103
CEDAR GROVE
SOUTH OLD 31W
HIGHWAY 31W
232
231
143
233
229
230
Site
Legend
streets_official
Zoning
Zoning_1
AG-2
C-1
C-2
C-3
C-4
I-1
I-2
NCR
R-20
R-30
R-40
RP-80
Parcels

Bruce Rainey AND ASSOCIATES

— LAND DEVELOPMENT CONSULTANTS —

ENGINEERING — SURVEYING — PLANNING

March 13, 2020

Robertson County Planning Commission

527 S. Brown St.

Springfield, Tennessee 37172

Re: Joshua Russell rezoning request Cedar Grove Road

Dear Planning Commission,

On behalf of Joshua Russell, I am requesting to rezone P/O parcel 103 on map 62 Tract 5, from AG2 district to R-40 in order to subdivide the property into 3 lots. Water capacity is available for fire protection and soils are suitable. This tract adjoins an existing R-40 zoning to the west.

Thank you for your consideration.

Respectfully,

J. Bruce Rainey

116 Maple Row Boulevard • Hendersonville, TN 37075 • (615) 822-0012 • FAX (615) 824-1487

STUBBLEFIELD Requested a Motion at: 7_34_25 PM
ROBERTS Seconded the Motion at: 7_34_25 PM

RESOLUTION NO. 061520051 A RESOLUTION TO REZONE A TRACT OF LAND FROM AG-2 TO R-40 JOSH RUSSELL

Time of Vote: 7_34_49 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	y	
JACKSON voted:		ABSENT
EDEN voted:	Y	
HOOVER voted:	Y	
GREGORY voted:	Y	
ROBERTS voted:	Y	
BROWN voted:	Y	
WADE voted:	Y	
DELONG voted:	Y	
SPAIN voted:	Y	
S. MOORE voted:	Y	
WILSON voted:	Y	
STROUD voted:	Y	
AYRES voted:	Y	
DORRIS voted:	Y	
STUBBLEFIELD voted:	Y	
BRADLEY voted:	Y	
HOGAN voted:	Y	
GLOVER voted:	Y	
B. MOORE voted:	Y	
HALEY voted:	Y	
GRAY voted:	Y	
BOWENS voted:		ABSENT
WOODARD voted:	Y	

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520059

A RESOLUTION TO APPROVE BOARD OF EDUCATION ENERGY SAVINGS CONTRACT

WHEREAS, the Director of Schools and his staff have been in communication with representatives of Energy Systems Group, LLC, an Indiana Limited Liability Company, which specializes in the planning, engineering and furnishing of materials for the purpose of energy savings in public buildings and otherwise, referred to herein as "ESG"; and

WHEREAS, Bransford Elementary School is in need of new windows, HVAC units, and other improvements that will make that building more energy efficient and ESG has set forth a proposal for that purpose, with detailed suggested improvements and a contract to perform the work, said Energy Savings Performance Contract attached as Exhibit "A", said work also referred to herein as "the Project"; and

WHEREAS, the Robertson County Board of Education, meeting in regular session on June 8, 2020, has reviewed the project, the contract, and the scope of work that has been negotiated, and the financial means to pay for said project, and at such meeting has approved the Project and its financing, and recommends its approval to the full County Commission;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2020, does hereby accept the Board's recommendation to move forward with this project, with payment to be made from reserve and/or budget allocations from the BOE accounts with the Robertson County Finance Office, and to the extent required the County Mayor and/or County Attorney are authorized and directed to execute all necessary contract documents in addition the Chair of the Board of Education and/or the Director of Schools.

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES, County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

ENERGY SAVINGS
PERFORMANCE CONTRACT

THIS ENERGY SAVINGS PERFORMANCE CONTRACT (herein sometimes "Agreement" and sometimes "Contract"), made this 15th day of June, 2020, by and between the Board of Education of Robertson County Schools, Springfield, Tennessee, a municipal corporation of the State of Tennessee (hereinafter called "County" or "Owner") and Energy Systems Group, LLC, an Indiana limited liability company (hereinafter called "Contractor" or "ESG"),

WITNESSETH, That:

WHEREAS, Owner has selected Contractor on the basis of Contractor's recognized competence and integrity;

WHEREAS, Contractor has submitted to Owner a proposal for the engineering and and/or installation of energy related services and equipment at facilities owned by Owner and located in Robertson County, Tennessee (herein the "Facilities"); and

WHEREAS, Owner wishes to accept Contractor's proposal to perform the work described in Exhibit A Scope of Work (hereinafter the "Work" or "Project"), and Owner and Contractor desire to enter into this Agreement to memorialize their respective agreements and undertakings with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Contract Documents. The parties hereby incorporate by reference, as if fully set forth herein, the following documents and instruments, all of which together with this Agreement are herein referred to as the "Contract Documents":

Schedule 1 - Final Acceptance Certificate
Schedule 2 - Partial Acceptance Certificate
Schedule 3 - Anticipated Payment Request Draw Schedule
Exhibit A - Scope of Work
Exhibit B - Schedule of Projected Energy Savings
Exhibit C - Opinion of Owner's Counsel
Exhibit D - State Specific Statutory Requirements

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement.

If there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall control with respect to the subject matter hereof.

2. Scope of Project. For purposes hereof, the term "Project" shall mean and include the installation of the energy conservation measures and related upgrades ("ECMs" or "Measures") at Owner's Facilities, which are defined in Exhibit A, Scope of Work.

2.1 Dodd-Frank Municipal Advisor Rule Statement: ESG is retained by Owner as an engineering and energy services firm to design and deliver energy-related and other infrastructure solutions described in the Scope of Work. Owner acknowledges that ESG is not a financial advisor or municipal advisor as contemplated under the U.S. securities laws, is not providing recommendations regarding any municipal financial product or the issuance of municipal securities, and does not owe a fiduciary duty to Owner under section 15B of the Securities Exchange Act, or otherwise. Owner acknowledges that as a commercial entity ESG is influenced by its own interests, which will not always be the same as Owner's. Owner has had the opportunity to retain and consult with such financial, municipal, legal or other advisors as it may deem appropriate regarding this Project.

3. General Obligations and Rights of Contractor. Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all applicable laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits and licenses which may be required in connection with the Project.

3.1 Warranty. Contractor hereby warrants to Owner that all materials furnished by Contractor, if any, and all workmanship performed by Contractor in connection with the Project, shall be in accordance with the general industry standards of the construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all applicable laws, rules and regulations; and shall be free from any and all faults or defects in material and workmanship. Contractor shall promptly remedy any and all defective materials or workmanship furnished by Contractor or any subcontractor upon receipt of written notice thereof from Owner. If required by Owner, Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment used in connection with the Project.

The warranty set forth herein shall continue to be effective for a period of one year following substantial completion or beneficial use of each ECM, whichever comes first. Owner shall give Contractor written notice of all defective Work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective Work in an expeditious manner.

CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent possible, Contractor shall assign to Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

3.2 Approvals. Upon completion of the Work, Contractor shall obtain all required approvals of the installation of the Measures constituting the Work.

3.3 Indemnification. Contractor shall indemnify, defend, and hold harmless Owner, the agents, officers, employees, and representatives of Owner (herein the "Indemnified Owner Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Contractor, any subcontractor, or the agents, employees, or representatives of Contractor or any subcontractor, including any injury (including death) sustained by or any damage to the property of, any person; provided however, that Contractor shall not be responsible for any injury (including death), damage, or loss (including reasonable attorneys fees and expenses) that is caused by the sole negligence of an Indemnified Owner Party, nor shall Contractor be held responsible for the concurrent negligence of an Indemnified Owner Party.

Contractor agrees to indemnify, defend and hold Owner, its successors and assigns, and any assignee of Contractor, harmless from the payment of any sum of money whatsoever (including reasonable attorneys' fees and expenses) on account of any laborer's, mechanic's, materialmen's or any other lien against Owner's property related to Contractor's performance of the Project, unless the lien is caused by some fault of Owner or some person or entity acting on Owner's behalf.

Owner, to the extent allowable under applicable law, shall indemnify, defend and hold harmless Contractor, and the agents, officers, shareholders, directors, and employees of Contractor and any assignee of Contractor (herein the "Indemnified Contractor Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Owner and agents, employees or representatives of Owner, including any injury (including death) sustained by or any damage to the property of, any person; provided, however, that Owner shall not be responsible for any injury (including death), damage or loss (including reasonable attorneys' fees and expenses) which is

caused by the sole negligence of an Indemnified Contractor Party, nor shall Owner be held responsible for the concurrent negligence of an Indemnified Contractor Party.

As a condition precedent to the duties to indemnify, defend and/or hold harmless (collectively "Indemnification") established in this Contract, the indemnified party must provide prompt notice to the indemnitor of a claim or matter for which Indemnification is sought, must allow the indemnitor to select counsel and control the defense, must cooperate with indemnitor at indemnitor's expense, and must allow the indemnitor to settle the matter at its expense.

3.4 Bonds. Before entering upon the performance of this Agreement, Contractor shall execute for the benefit of Owner, a Performance Bond and Payment Bond, in form acceptable to Owner. Each bond shall be in an amount equal to the Contract Price (as defined below in Section 5 of this Agreement).

The Performance Bond shall also be a guarantee for the repair or replacement of any portion of the Work that is defective to and including the date of Owner's Final Acceptance of the Work. The Payment Bond shall be a guarantee for the payment for labor, materials and equipment furnished for use in the performance of Contractor's obligations hereunder. The Performance and Payment Bond will terminate effective the date of Owner's Final Acceptance of the Work. Effective immediately thereafter, a Maintenance Bond will be provided for the one-year period commencing on the date of Owner's Final Acceptance of the Work in the amount of 10% of the total Contract Price. The surety which executes the Performance Bond and Payment Bond will waive any right to independent notice under this Agreement if Contractor receives such notice, and consents to any extensions of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of the Agreement by the parties or by their successors or assigns. Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Section 3.5, Energy Savings, as further set forth in Exhibit B Schedule of Projected Energy Savings , or any related provisions.

3.5 Energy Savings. The Project is anticipated to result in energy savings as outlined in Exhibit B – Schedule of Projected Energy Savings

3.6 Limitation of Liability. The aggregate total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the

performance of this Agreement, shall in no event exceed the Contract Price. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, AND DOWN TIME COST.

3.7 Insurance.

3.7.1 Obtaining Proper Insurance. Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.7; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that Owner is an additional insured on Contractor's public liability and automobile liability policies. In the event that subcontractors are not covered by Contractor's policies of insurance, each subcontractor shall secure policies of insurance which meet the requirements of this Section 3.7.

3.7.2 Amount of Insurance. Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project:

(A) Worker's Compensation, Employer's Liability, and Occupational Disease Insurance. Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent mandated by applicable state law, on all of Contractor's employees engaged in the Project;

(B) Public Liability. Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars ($1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars ($2,000,000.00) annual aggregate;

(C) Automobile Liability. Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the

result of the operation of any automobile owned or hired by Contractor, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars ($500,000.00) for any one person, not less than One Million Dollars ($1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars ($100,000.00) for property damage.

3.8. Builder's Risk Insurance. Contractor shall purchase and maintain a builder's risk insurance policy, providing coverage for the risk of physical loss or damage to the Measures in an amount equal to the completed value of the Work contracted hereunder. This builder's risk insurance policy shall be maintained by Contractor until Substantial Completion of the Work ("Substantial Completion", as used in this Agreement, means that the Work or a designated portion thereof is sufficiently complete so that the Owner can utilize the Work for its intended use). Such builder's risk insurance policy shall not insure against damage to existing Owner property, but only the Measures installed pursuant to this Agreement. If any of the Measures are damaged or destroyed after they are installed to Owner's Facilities, but prior to Substantial Completion of the Work, the proceeds of such insurance shall be utilized by Contractor to repair or replace such Measures. If any of the Measures are damaged or destroyed after Substantial Completion of the Work, Owner shall be obligated to promptly repair or replace the damaged or destroyed Measures at its sole cost and expense. The Owner as well as Contractor's subcontractors shall be considered "Additional Named Insureds," insofar as their interests appear, pursuant to ESG's builder's risk insurance policy.

3.9. Waiver of Rights Relating to Insurance.

Owner and Contractor hereby release each other and each other's employees, agents, and subcontractors from any and all liability for any loss of or damage to property arising during the Project by reason of fire or other casualty or any other risk or cause which is or which is required to be insured against under this Agreement, regardless of cause, including the negligence of Owner or Contractor and their respective employees, agents, and subcontractors, and agree that all insurance carried by either of them shall contain a clause whereby the insurer waives its right of subrogation against the other party. Because the provisions of this paragraph are intended to preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurer or any other person, each party to this Agreement shall give to each insurance company which has issued to it one or more policies of insurance required by this Agreement notice of the provisions of this

paragraph and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this paragraph.

4. Title and Risk of Loss. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor pursuant to this Agreement shall transfer to Owner upon Substantial Completion of the Work. Title to a Measure shall vest with Owner upon the earlier occurrence of (i) installation and payment for such Measure(s) to Contractor; (ii) the Owner's written acceptance of a particular Measure or Facility, as the case may be, in the form of Schedule 2 (the "Partial Acceptance Certificate"); or (iii) the Owner's written acceptance of all of the Work in the form of Schedule 1 (the Owner's "Final Acceptance Certificate"). It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance.
Owner shall be responsible for operating and maintaining all Measures that are installed. Further, Owner represents that it is a governmental entity and that it will cooperate with Contractor and will provide the same with appropriate documentation so that the Contractor may establish that it shall not be required to pay taxes, fees, assessments, or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, ownership of, or operation of the ECMs installed during this Project.

5. Contract Price and Payments.

5.1 Contract Price. In consideration of Contractor's performance of the Work, Owner shall pay Contractor the sum of One Million One Hundred Ninety-Three Thousand Five Hundred and Sixty-Three Dollars ($1,193,563) (herein the "Contract Price"), in accordance with the provisions of this Section 5.

5.2 Concerning Payment of the Contract Price. The following provisions shall apply to payment of the Contract Price:

5.2.1 Applications for Payment. Payment of the Contract Price shall be made in monthly installments based upon Contractor's progress in completing the installation of the Work, except that Contractor shall be paid an "Initial Payment" equal to 25% of the Contract Price, which shall compensate Contractor for preconstruction work and services performed at Contractor's sole cost and risk prior to the execution of this Agreement. The request for such Initial Payment shall be submitted to Owner upon the execution and delivery of this Agreement. Contractor shall not submit to Owner any additional invoices until such time as

Contractor has performed Work with a cumulative value in excess of the Initial Payment described herein.

With respect to monthly progress payments, Contractor shall submit to Owner each month, an application for payment on a form mutually agreeable to Contractor and Owner. Owner shall pay or cause to be paid such invoice within 30 days of receipt. For payments not timely made, interest shall accrue at 10% per annum.

5.2.2 Completion and Inspection; Acceptance. When Contractor reasonably believes that an ECM, a Facility or all of the Work is substantially complete, it shall notify Owner that such ECM, Facility or all of the Work is ready for inspection and acceptance. Within five business days following such notification, the Owner shall commence to conduct such inspections as it deems necessary or appropriate in order to determine that the ECM, Facility, or all of the Work, as the case may be, is free from defects and that the installation of the ECM, Facility, or all of the Work, as the case may be, has been completed in conformity with the Contract Documents. If any aspect of the ECM, Facility, or all of the Work, as the case may be, shall be incomplete as of the date of such inspection, Owner shall notify Contractor in writing as to the items that render the ECM, Facility, or all of the Work, as the case may be, incomplete (such writing herein referred to as the "Punch List").

Contractor shall, at its expense and without further cost to Owner, undertake to perform such work as will complete the Punch List in compliance with the Contract Documents as soon as practicable. Contractor retains the right to dispute that an item or items on the Punch List is required by the Contract Documents. If Contractor does not satisfactorily complete the Punch List agreed to by Owner and Contractor by a date 30 days following Owner's submission of the agreed to Punch List, Owner shall have the right to order Contractor to stop any further work on the agreed to Punch List and Owner shall be entitled to complete the agreed to Punch List. In such event, Contractor shall be responsible for all costs incurred by Owner in completing the agreed to Punch List and Owner shall have the right to deduct all such costs from any payment then or thereafter due to Contractor. If such cost exceeds the balance of the Contract Price then or thereafter due Contractor, Contractor shall pay such excess to Owner within 10 days following Owner's demand therefor.

Periodically during the performance of the Work, the Owner agrees to provide Contractor with written notice of the Owner's acceptance of a particular ECM or Facility, as the case may be, in the form of Schedule 2 (the "Partial Acceptance Certificate"). Following

Contractor's completion of all Work and completion of the agreed to Punch List, Owner agrees to provide Contractor prompt written notice of its acceptance of all of the Work by executing and delivering Schedule 1 to the Contractor (the Owner's "Final Acceptance Certificate") upon satisfaction of the following conditions:

A. Contractor shall have completed the agreed to Punch List to Owner's reasonable satisfaction and Contractor shall have corrected any other non-conforming items or condition, if any, reported to it by Owner;

B. Contractor shall have furnished to Owner's reasonable satisfaction, evidence that all equipment and labor costs incurred or accrued in connection with the Work have been or will be promptly paid; and

C. Contractor shall have delivered to Owner all drawings and documents required to be furnished by Contractor pursuant to the Contract Documents.

If Owner is required to complete the agreed to Punch List, the date of Final Acceptance shall be extended to the date upon which the Work is completed by Owner, or any person retained by Owner, in accordance with the Contract Documents.

5.2.3 Final Payment. Any sums due and owing in respect of the Contract Price shall be payable to Contractor within 10 calendar days after the date Owner delivers a signed Schedule 1 to the Contractor, signifying the Owner's Final Acceptance of the Work.

6. Independent Contractor. It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be paid directly by Contractor, and shall be subject to Contractor's orders and supervision.

7. Inspection; Defective Work. Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the Work by Owner. It shall, within forty-eight hours after receiving written notice from Owner to that effect, proceed to remove from the Facilities all materials that fail to conform to the Contract Documents.

8. Termination.

8.1 Owner's Right to Terminate. Should Contractor fail to perform any material term or condition of the Contract Documents, Owner shall be at liberty, after 30 days written notice to Contractor and Contractor's failure to remedy the problem within that time period, to terminate this Agreement and to enter upon the Facilities and take possession of the equipment and materials for the purpose of completing the Work to be done under this Contract, to use all materials of Contractor available for such Work, and to employ any other person or persons to finish the Work and to provide such additional materials therefor as may be necessary; and in case of such termination of the employment of Contractor, Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by Owner in finishing the Work, such excess shall be paid by Owner to Contractor, but if such expense shall exceed such unpaid balance, Contractor shall pay the excess to Owner. The expenses incurred by Owner as herein provided, either for the furnishing of materials or for finishing the Work, shall be certified by Owner, and payment shall be made upon such certification.

8.2 Contractor's Right to Terminate or Stop Work. Should Owner fail to perform any material term or condition of the Contract Documents, Contractor shall be at liberty, after 30 days written notice to Owner and Owner's failure to remedy the problem within that time period, to terminate this Agreement or stop Work. If Contractor elects to stop Work, Contractor shall not be required to recommence Work until such time as Owner has completely remedied its breach.

9. Delays. Force Majeure Events are those events or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, an act of god; war (declared or undeclared); sabotage; riot; epidemic/pandemic or quarantine; government action; insurrection; civil unrest or disturbance; military or guerrilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority; the failure to act on the part of any governmental authority; failure or interruption of the production, delivery or acceptance of Electricity due to any of the foregoing events: the unavailability of Electricity from the utility grid, equipment, supplies or products (but not to the extent that any

such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence or good faith effort); the requirement by the Utility that the System discontinue operation for any reason; the appropriation or diversion of Electricity by sale or order of any governmental body having jurisdiction thereof; and the failure of the System to be utilized by or under the control of the Party claiming Force Majeure. Should Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of Owner or by any other damage, act or cause beyond the reasonable control of Contractor or any subcontractor, including but not limited to Differing Site Conditions, Force Majeure Events, or Hazardous Conditions, then the time herein fixed for the completion of Contractor's obligations specified in the Agreement shall be extended for a period equivalent to the time lost by reason of such event. If Contractor is delayed by actions or inactions of Owner or its agents or employees, Owner shall be required to reimburse Contractor for its additional costs incurred as a result of such delay.

10. Contractor to Furnish Required Statements. Contractor shall provide all statements, affidavits, waivers, and other instruments required by applicable state or federal law or regulation or by applicable local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and Contractor hereby acknowledges receipt of notice from Owner to furnish same.

11. Nondiscrimination in Hiring Employees.

A. Contractor, any subcontractor, any supplier or any sub-supplier of a party to this Contract shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or military status. Breach of this provision may be regarded as a material breach of this Contract.

B. Since this Contract involves the construction, alteration, or repair of a public building or public work, Contractor agrees:

(1) That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, Contractor, subcontractor or any person acting on behalf of Contractor or subcontractor shall not, by reason of race, religion, color, sex, national origin, or ancestry, discriminate against any citizen of the

State of Tennessee who is qualified and available to perform the Work to which the employment relates; and

(2) That Contractor, a subcontractor, or any person on his or their behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, or ancestry.

C. If required by applicable state statute, Contractor or any subcontractor of Contractor shall be required to pay for each class of work on such project a scale of wages which shall in no case be less than the prevailing wages being paid in the immediate locality for such class of work. As part of this Contract, if applicable, there is incorporated by reference herein a prevailing scale of wages.

12. Miscellaneous Provisions.

12.1. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

12.2. Notices. Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to Contractor, or personally delivered to Owner in the case of a Notice to be given to Owner, or (ii) deposited in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner: Dr. Chris Causey
Robertson County Schools
800 M.S. Couts Boulevard
Springfield, Tennessee 37172

If to Contractor: Steven W. Spanbauer, President
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

Either party may change its address or its designated representative for receipt of notices by submitting a notice in compliance with this Section.

If Owner has questions about billing, invoices or any other accounting or related administrative issues, it can make contact (which will not constitute Notice) with:

Drew Bailey, Vice President, Finance & Accounting
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630
(812) 492-3754
dbailey@energysystemsgroup.com

12.3. Allocation of IRC 179D or Similar Income Tax Deduction Benefits. As a result of ESG's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to ESG as the party primarily responsible for designing energy efficiency improvements implemented at Owner's Facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here ESG. Owner hereby agrees to allocate to ESG such deduction and any similar deduction enacted by Congress to replace IRC 179D. Owner agrees to cooperate with ESG by executing annually during the construction of the Measures, and promptly returning to ESG, a written allocation and declaration required by IRC 179D. ESG will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Owner's signature. Notwithstanding anything to the contrary herein, Owner makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by ESG. ESG assumes all risk related to such allocation and deduction.

12.4. Claims for Damages. Any claims by either party hereto for bodily injury or damage to personal property caused by any act or omission of the other party hereto or by any of such party's employees or agents or others for whose acts it is legally liable shall be made in writing to such other party within a reasonable time after the occurrence or first knowledge of such injury or damage.

12.5. Assignment. Neither party shall assign, transfer, pledge, or grant any security interest in, or otherwise dispose of, this Agreement or the equipment or any interest in this Agreement or the equipment without first obtaining the other party's written consent. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

12.6. Waivers. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights unless such waiver is in writing and signed by both parties.

12.7. Remedies Cumulative. Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity. Upon the occurrence of a default, hereunder, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, and (ii) recover damages for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement.

12.8. Tests. If the Contract Documents or the laws, ordinances, rules, or regulations of any public authority having appropriate jurisdiction require inspection, testing, or approval of any of the Work, Contractor shall give Owner timely notice of Contractor's readiness for such inspection, testing, or approval and of the date thereof so that Owner may be present to observe such inspection, testing, or approval by such public authority. Contractor shall be responsible for and pay all costs for any such inspection, testing, or approval unless otherwise provided for herein. All required licenses, permits, or certificates applicable to any such inspection, testing, or approval shall be obtained by Contractor and promptly delivered to Owner.

12.9. Hazardous Materials. If during the performance of the services related to the Project, the presence of Hazardous Materials is discovered or reasonably suspected, Contractor shall notify Owner of such discovery or suspicion and shall be permitted to immediately cease all Work that may require contact with or exposure to such hazardous materials until Owner has inspected the same and Owner has made arrangements for the removal of the same at its expense. Contractor shall be entitled to an extension of the time fixed for the completion of the Work equivalent to the time required to remediate such Hazardous Material. "Hazardous Materials" includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities, including, without limitation, asbestos, mold, lead paint and soil or water contamination of any kind, unless expressly included within the Scope of Work.

12.10. Differing Site Conditions. Differing Site Conditions are concealed or latent physical conditions or subsurface conditions at the Site that (i.) materially differ from the conditions indicated in the investigative reports or (ii.) are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized inherent in the Work. If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment in the Contract Price and or contract time(s) to the extent Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition. Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to Owner of such condition, which notice shall not be later than twenty-one (21) days after such condition has been encountered. Contractor shall, to the extent reasonable possible, provide such notice before Differing Site Condition has been substantially disturbed or altered.

12.11 Amendments. No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto.

12.12. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

12.13. Entire Agreement. This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements whether written or oral.

12.14. Review by Counsel. This Contract has been reviewed by counsel selected by the Owner, who has issued an opinion consistent with the form Opinion of Owner's Counsel, identified within Exhibit C, hereto.

[Remainder of page intentionally left blank; signature page to follow.]

12.14. Authority to Execute Contract. This Contract is executed by Owner pursuant to a resolution of Owner duly adopted at its regular meeting called and held on the 8th day of June, 2020.

ROBERTSON COUNTY SCHOOLS, TENNESSEE

By_____
Dr. Chris Causey

Its Director of Schools

ENERGY SYSTEMS GROUP, LLC

By_____
Steven D. Pride

Its Senior Vice President

SCHEDULE 1

FINAL ACCEPTANCE CERTIFICATE

(The parties agree and acknowledge that this Final Acceptance Certificate shall be used to signify the Owner's Final Acceptance of the Work pursuant to Section 5.2.2 of the Agreement.)

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Re: Energy Savings Performance Contract, dated as of June 15, 2020 (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Robertson County Schools, Tennessee (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The Work (as defined in the Agreement) has been delivered, installed, and accepted as of _____ _____ (the "Final Acceptance Date").

Owner has conducted such inspection and/or testing of the Work, as it deems necessary and appropriate, and hereby acknowledges that it accepts all of the Work for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, a default or breach of contract exists at the date hereof.

Sincerely,

ROBERTSON COUNTY SCHOOLS, TENNESSEE

By: _____

Its: _____

Date: _____

SCHEDULE 2

PARTIAL ACCEPTANCE CERTIFICATE

(The parties agree and acknowledge that the substance of this Partial Acceptance Certificate shall be used to signify the Owner's periodic Acceptance of designated portions of the Work.)

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Re: Energy Savings Performance Contract, dated as of June 15, 2020 (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Robertson County Schools, Tennessee (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The ECM (or ECMs), Facility (or Facilities), as the case may be, (as defined in the Agreement) have been delivered, installed, and accepted as of _____ (the "Acceptance Date").

Owner has conducted such inspection and/or testing of the ECM (or ECMs), Facility, as the case may be, as it deems necessary and appropriate and hereby acknowledges that it accepts the ECM (or ECMs), Facility, as the case may be, for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, a default or breach of contract exists at the date hereof.

Sincerely,

ROBERTSON COUNTY SCHOOLS, TENNESSEE

By: _____

Its: _____

Date: _____

SCHEDULE 3

ANTICIPATED PAYMENT REQUEST DRAW SCHEDULE

Start Date	Amount
Contract Signing	25%
July 15, 2020	20%
August 15, 2020	20%
September 15, 2020	20%
Job Final	15%

EXHIBIT A

SCOPE OF WORK

General Provisions

1. The general scope of work for this project is to replace the old and inefficient window air conditioners and steam heating with package units and gas heat. In some areas, such as the kitchen, we will install a ductless split system. New electric heaters will replace the steam unit heaters in the corridors and restrooms. The scope of this project covers all areas of the school except the Gym and 300 wing. In addition, new windows with insulated metal panels and emergency egress will be installed in each of the classrooms in the original building.

2. Energy Systems Group, LLC (ESG) will provide all labor and materials to install the following work for complete and useable systems. Items that are not specifically listed in this Exhibit or the Attachments are not included in the project.

3. ESG will provide necessary submittal data and specification documents on all equipment to be installed to the owner for prompt review and approval prior to equipment being ordered.

4. ESG will develop required documentation and will obtain all construction permits.

5. Any preexisting equipment or material removed by ESG in order to achieve the Work will become property of the ESG once removed from the Owner's Facilities. ESG shall properly dispose all such equipment or material.

6. Consistent with the parties' Agreement, a one-year warranty will be provided on all improvements with any extended warranties from manufacturers provided to the Owner.

7. ESG will produce maintenance and operating manuals for all work listed in this exhibit. These manuals will document all equipment installed, provide manufacturer's operating and maintenance details, and define manufacturers' warranty provisions and instructions. ESG will provide the O&M manuals in electronic format.

The following attachments will support and provide additional details regarding the work described in this exhibit:

Attachment #1 – HVAC

Attachment #2 – Windows

Bransford Elementary School Upgrades

1.0 Mechanical Upgrades

1.1. Demo window air conditioning (AC) units (26) and package terminal air conditioning (PTAC) unit (1) around school

1.1.1. (14) classroom window AC units

1.1.2. (2) computer classroom window AC units

1.1.3. (3) kitchen AC window units

1.1.4. (3) cafeteria window AC units

1.1.5. (2) main office window AC units

1.1.6. (1) SRO office window AC units

1.1.7. (1) nurse's office window AC units

1.1.8. (1) main office PTAC unit

1.2. Demo steam boiler and associated piping within mechanical room. Drain steam and condensate piping and demolish and cap within the existing boiler room.

1.2.1. Abandon in place all piping and steam radiators throughout school

1.2.2. Unit heaters in hallway (2) will be removed and steam and condensate piping will be drained and capped

1.2.3. Unit heaters in cafeteria (2) will be removed and steam and condensate piping will be drained and capped.

1.3. Furnish and install, quantity (17), ground mounted package units and (1) roof mounted dedicated outside air system all with natural gas heat per schedule and site plan in Exhibit A – Attachment #1

1.3.1. New units will be specified and sized by design engineer

1.3.2. Provide concrete pad for new units as required.

1.4. Furnish and install, quantity (1), heat pump mini-split system in the kitchen office / storage area.

1.5. Route new utilities (natural gas and electric) to new package units. Unpainted gas and conduit will be routed across the roof and installed along the building façade just below the windows.

1.6. Furnish and install interior and exterior ductwork

1.6.1. Duct new units in through existing wall openings

1.6.2. Install exposed unpainted ductwork in classrooms as approved by Owner

1.6.3. All exterior ductwork to be internally lined

1.7. Each unit shall be provided with:

1.7.1. 5 feet of combustion venting to be away from outside air intakes,

1.7.2. Hot gas reheat (humidity control),

1.7.3. Economizers

1.8. Each restroom shall be provided with code required exhaust. Exhaust fans will be ducted thru an exterior wall or existing exterior window frame.

1.9. Furnish and install (6) unit heaters

1.9.1. (1) in each of the four hallway restrooms [total of (4)]

1.9.2. (2) in the hallway

1.10. Upgrade natural gas service to accommodate new load profile

1.10.1. Utility to provide new regulator to meet new load requirements

1.10.2. Natural gas piping will be installed on the roof and distributed to new units

1.11. Provide up to 4 hours of factory authorized training for operation and maintenance of new equipment

1.12. Perform factory authorized startup on new equipment

1.13. Perform test and balance to verify operation of economizers and outside air intake

2.0 Electrical Upgrades

2.1. Upgrades are required to the electrical systems of the building to meet the required demand of the new HVAC equipment. Currently, the main electrical service to the building consists of two main switchgear services, one for the original building and one for the newer addition. In addition. There are two 600amp/208v subpanels consisting of an obsolete Square D 208v sub panel and a newer Siemens 208v sub panel. Replacement parts for the Square D sub panel are not readily available. The objective of this project is to replace the older of the two main switchgear with a new 800 amp/480 volt panel to feed all new HVAC equipment, as well as, replace the obsolete Square D sub panel. Two new 480v/208v step down transformers will be provided to feed the 208v panels.

2.1.1. Installation and wiring for (1) new 800amp at 480v service panel

2.1.2. Installation and wiring for (1) new 600 amp panel

2.1.3. Installation and wiring for (2) new transformers to feed the new 600 amp panel and existing panel

2.1.4. New conduit will be installed on the roof as well as to the exterior building façade to supply power to new HVAC units.

3.0 Controls

3.1. Each package unit will be provided with an individual Trane Pivot thermostat (or equal) to control room temperature. The thermostats will be programmed with night/weekend setbacks to allow for energy savings during periods of time when the classrooms are unoccupied. The thermostats also have the capability to communicate wirelessly (through a router provided by the Owner) to a cloud-based control application to provide the Owner with the capability to monitor/modify thermostat setpoints if the Owner chooses to implement this feature.

4.0 Window Upgrades

4.1. Furnish and install new windows and double insulated aluminum panels per Exhibit A – Attachment #2

4.1.1. Owner is responsible for removing and reinstalling all window treatments including but not limited to blinds, coverings, and curtains

4.1.2. All restroom windows will contain obscured glass

4.1.3. New window specifications:

- 1 inch system consisting of (2) ¼ inch panes of clear glass with a ½ inch air gap
- Low-e coating
- Thermally broken aluminum frames
- Window and panel basis of design to match previous window project at Westside Elementary School

4.1.4. Classroom window design entails:

- (1) casement window for emergency egress in each classroom

- (1) each supply and return duct penetrations through an insulated panel
- Fill remaining classroom openings with insulated panels

4.1.5. Owner to select from the standard frame and panel colors

5.0 Hazardous Materials

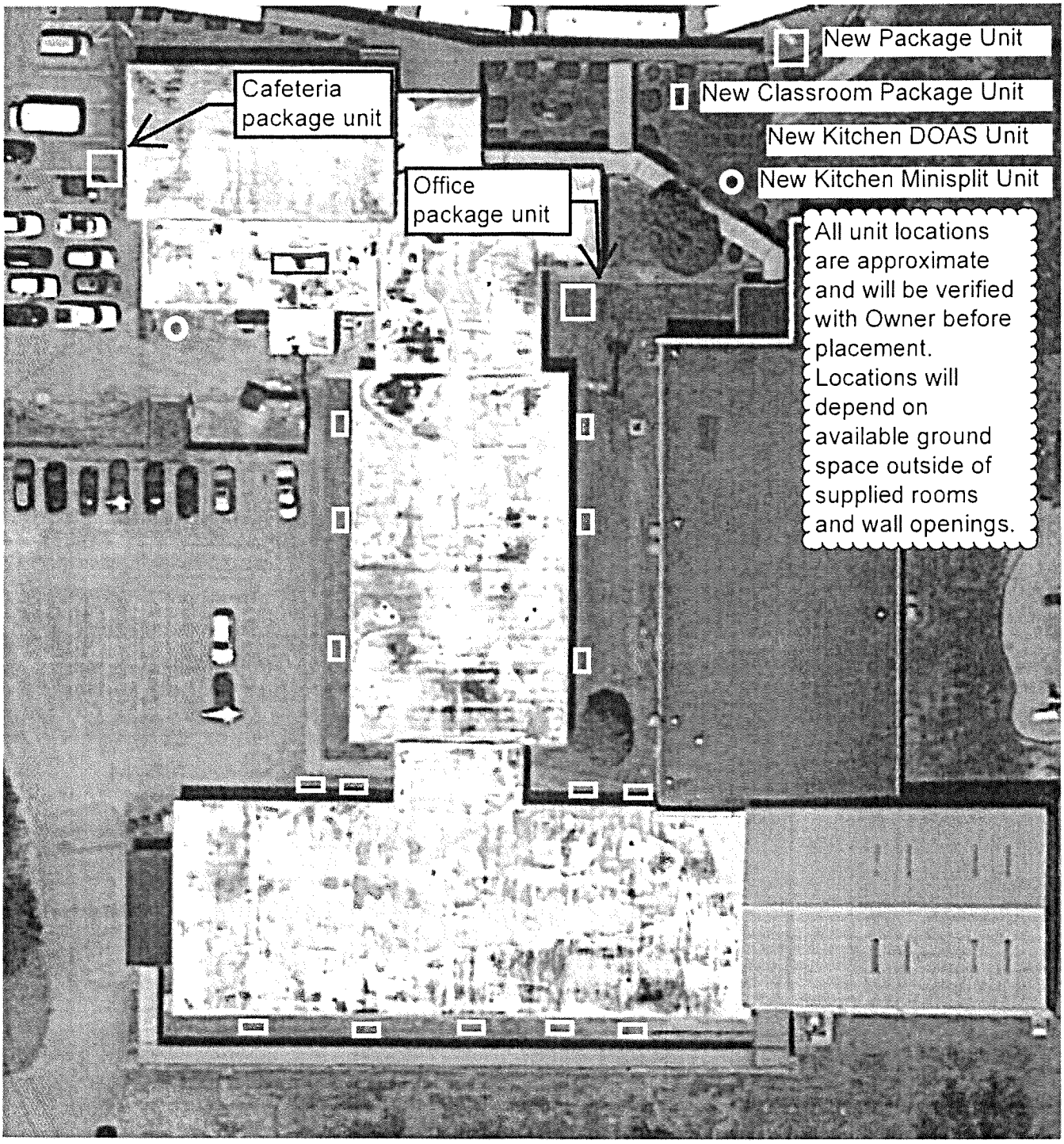
5.1. Owner will demo and abate existing windows. ESG will work with the Owner to define a schedule to perform work in conjunction with the window installation. ESG will not be responsible for the abatement of additional hazardous material.

ATTACHMENT 1 TO EXHIBIT A

HVAC SCOPE OF WORK SUMMARY

Included as a separate document

Exhibit A - Attachment 1 HVAC



ATTACHMENT 2 TO EXHIBIT A

WINDOW SCOPE OF WORK SUMMARY

Included as a separate document

Exhibit A - Attachment 2 Windows

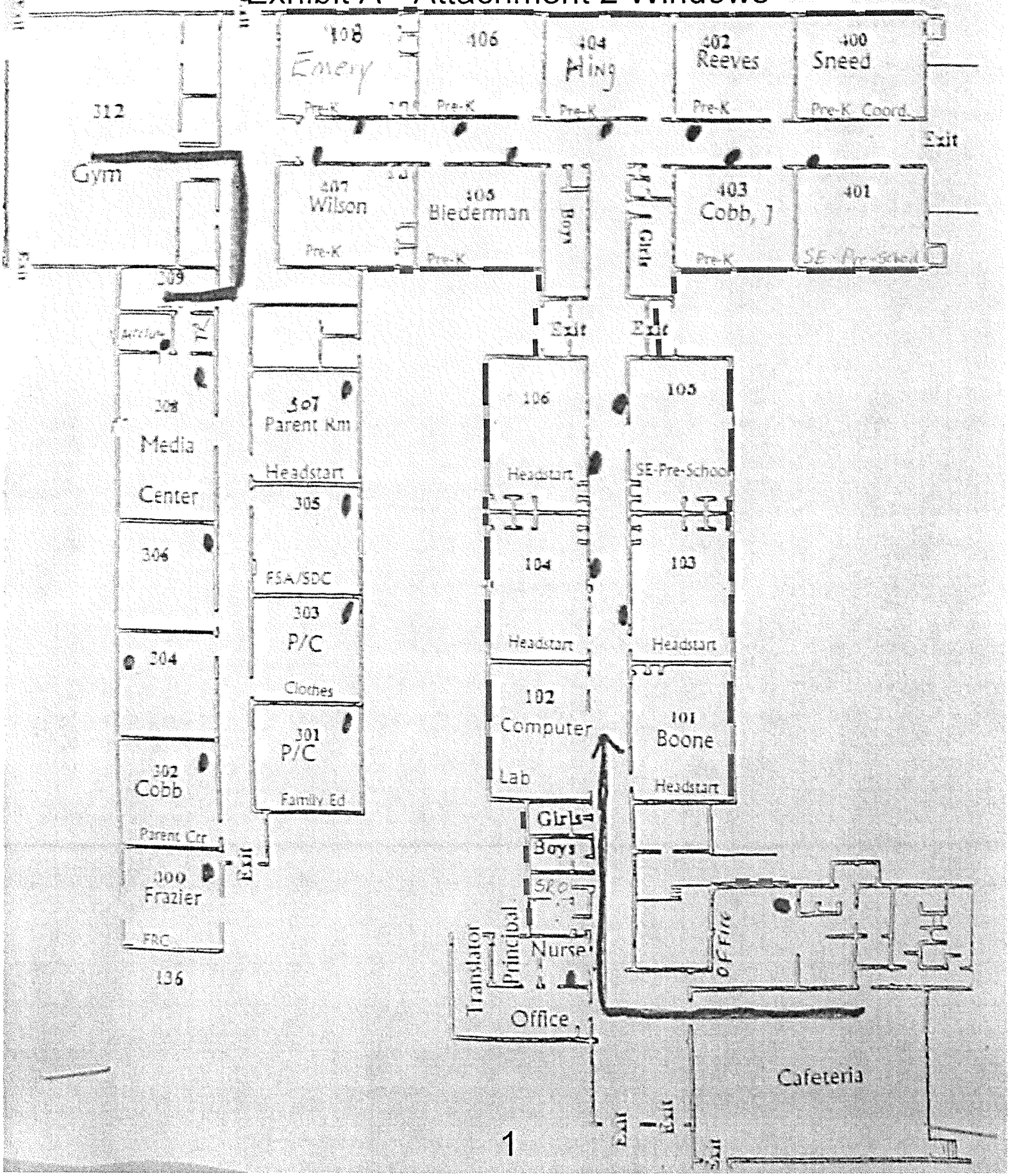


Exhibit A - Attachment 2 Windows

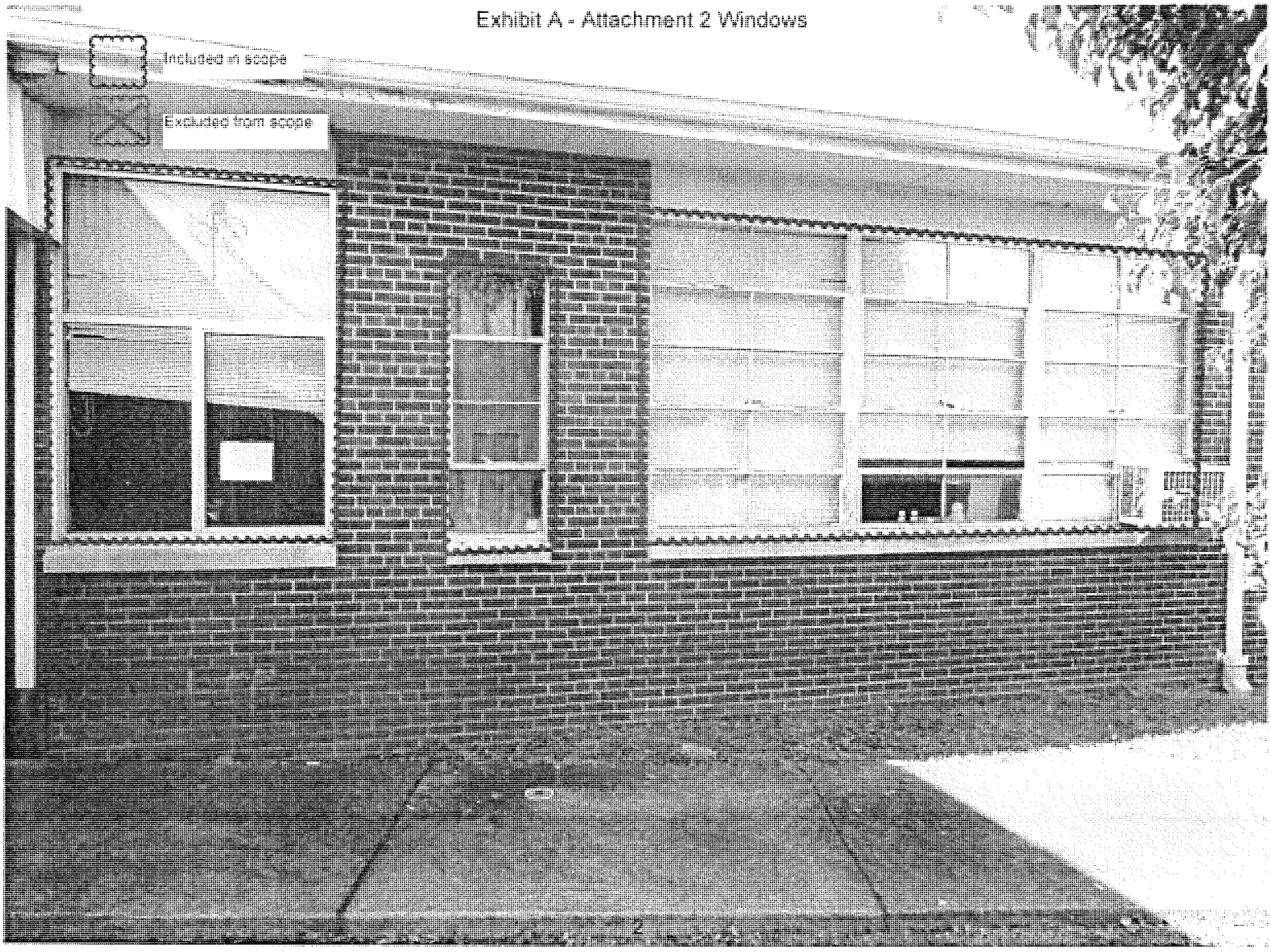


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope



Exhibit A - Attachment 2 Windows

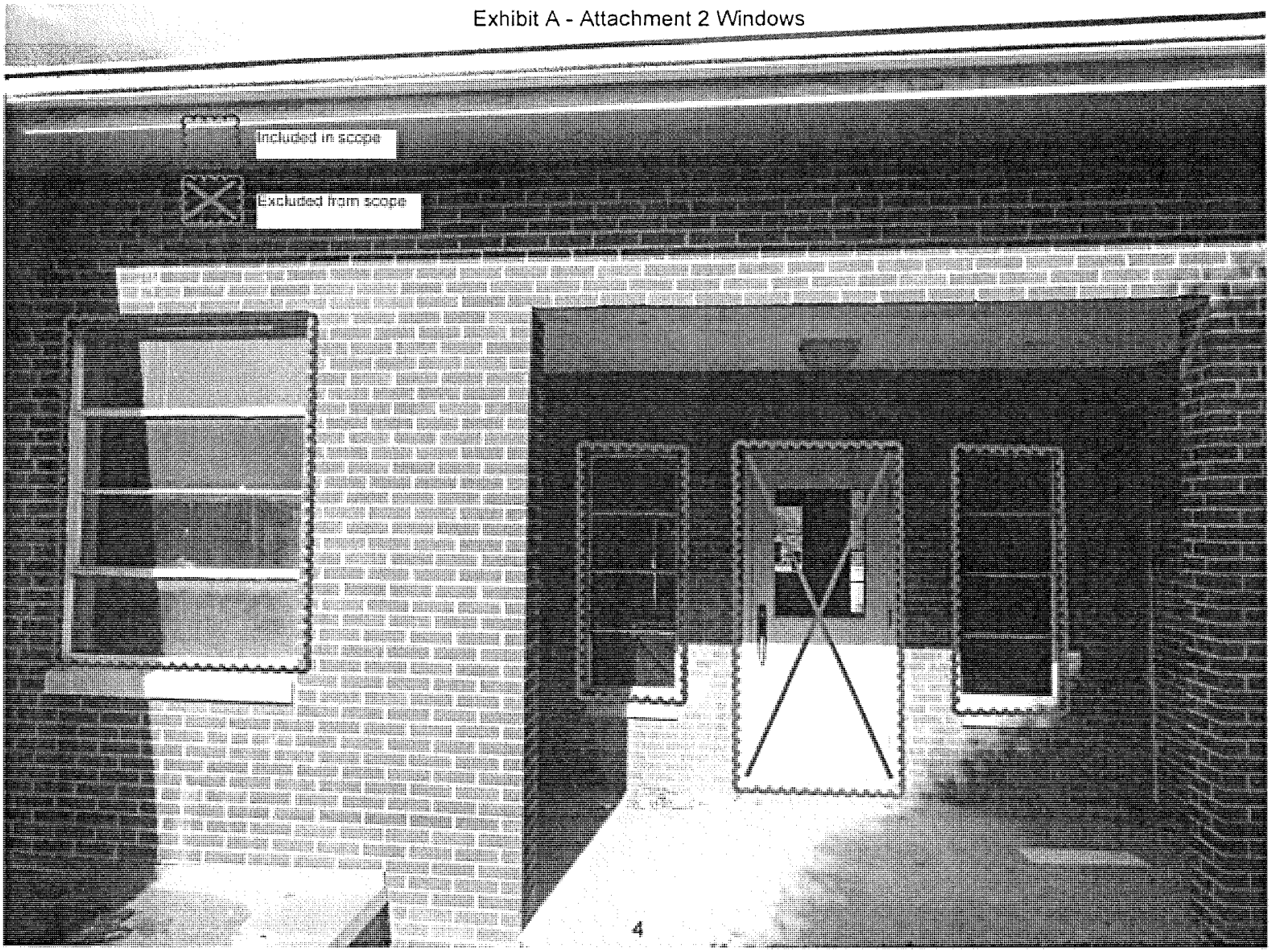


Exhibit A - Attachment 2 Windows

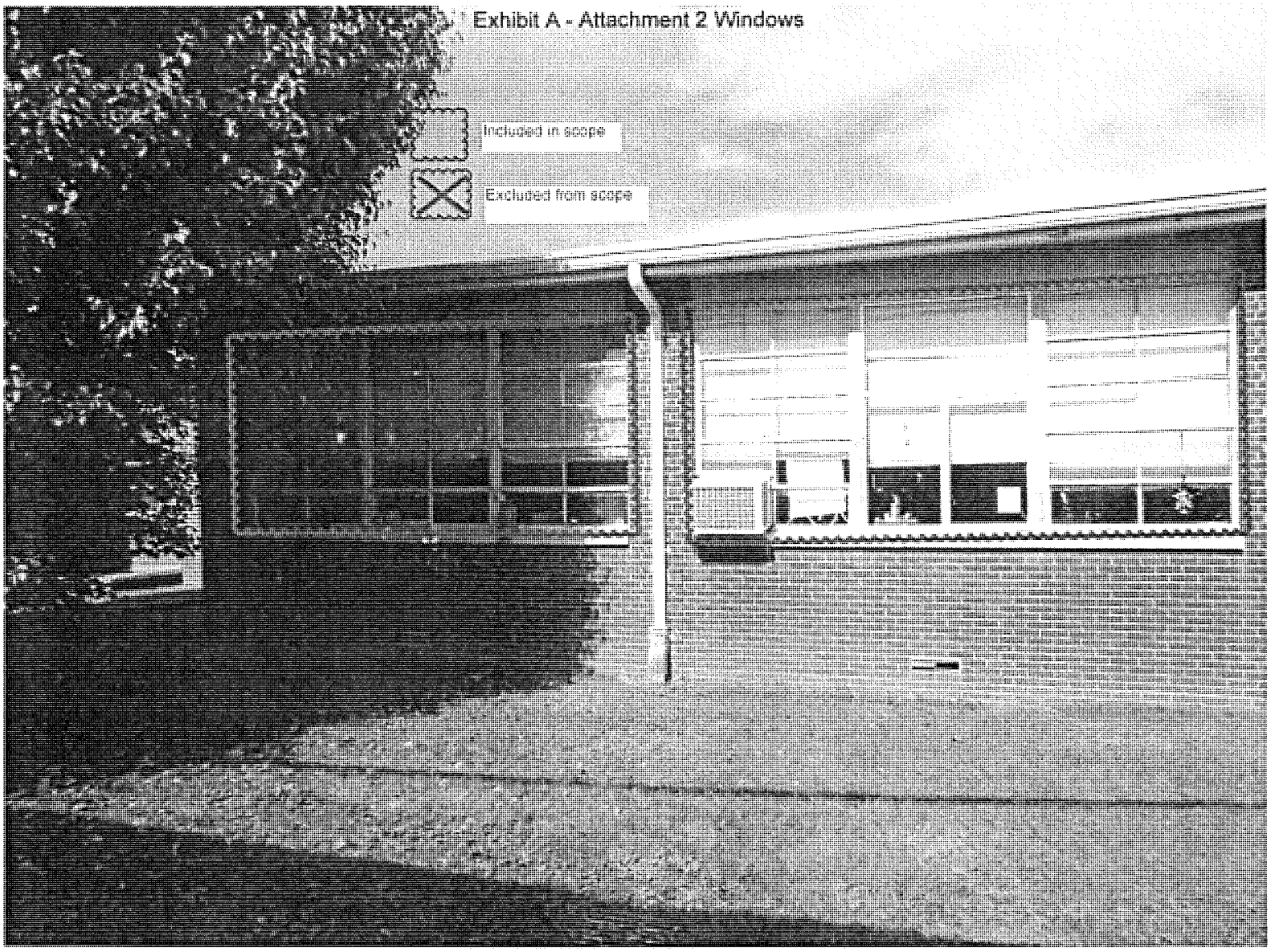


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

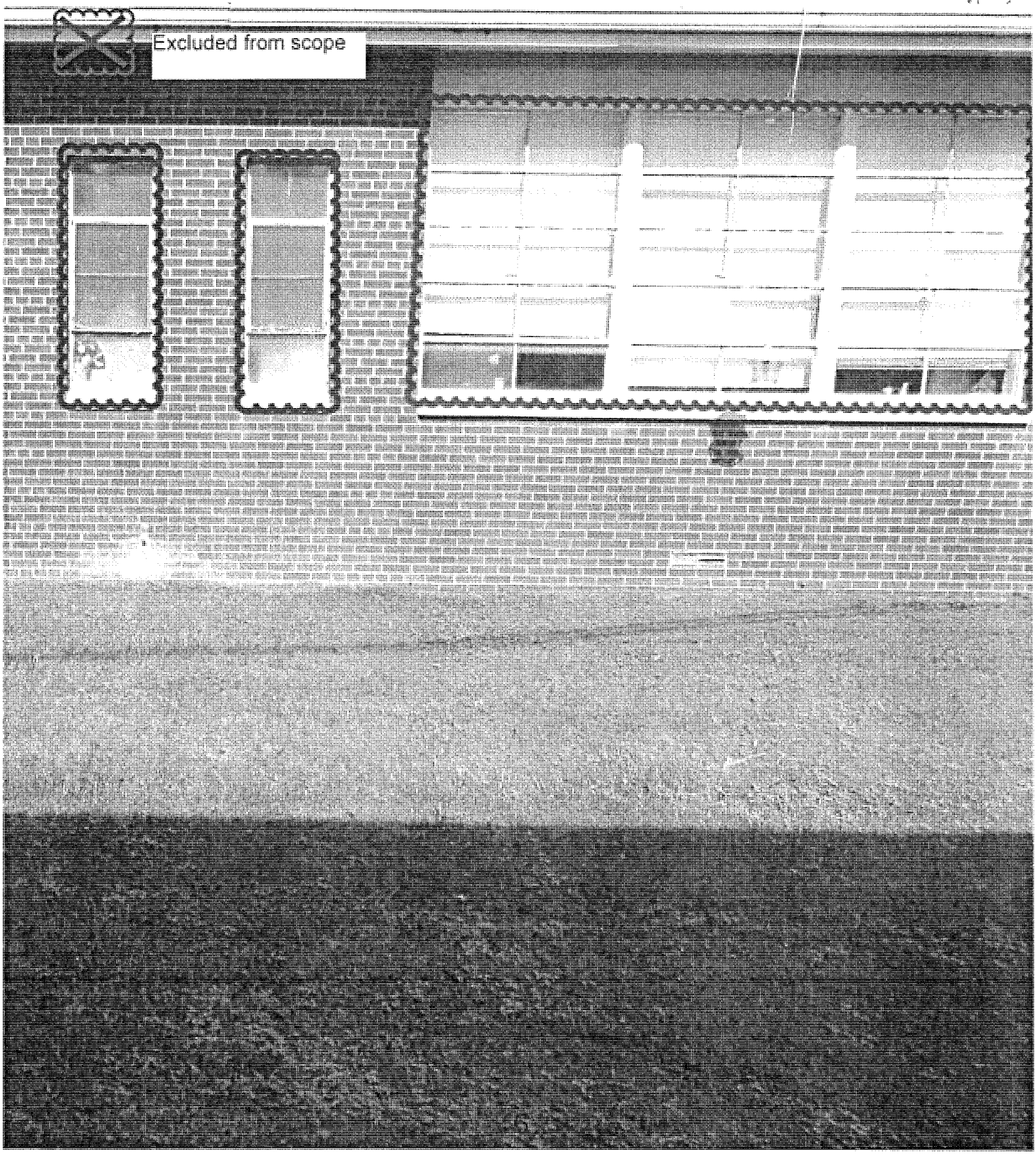


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

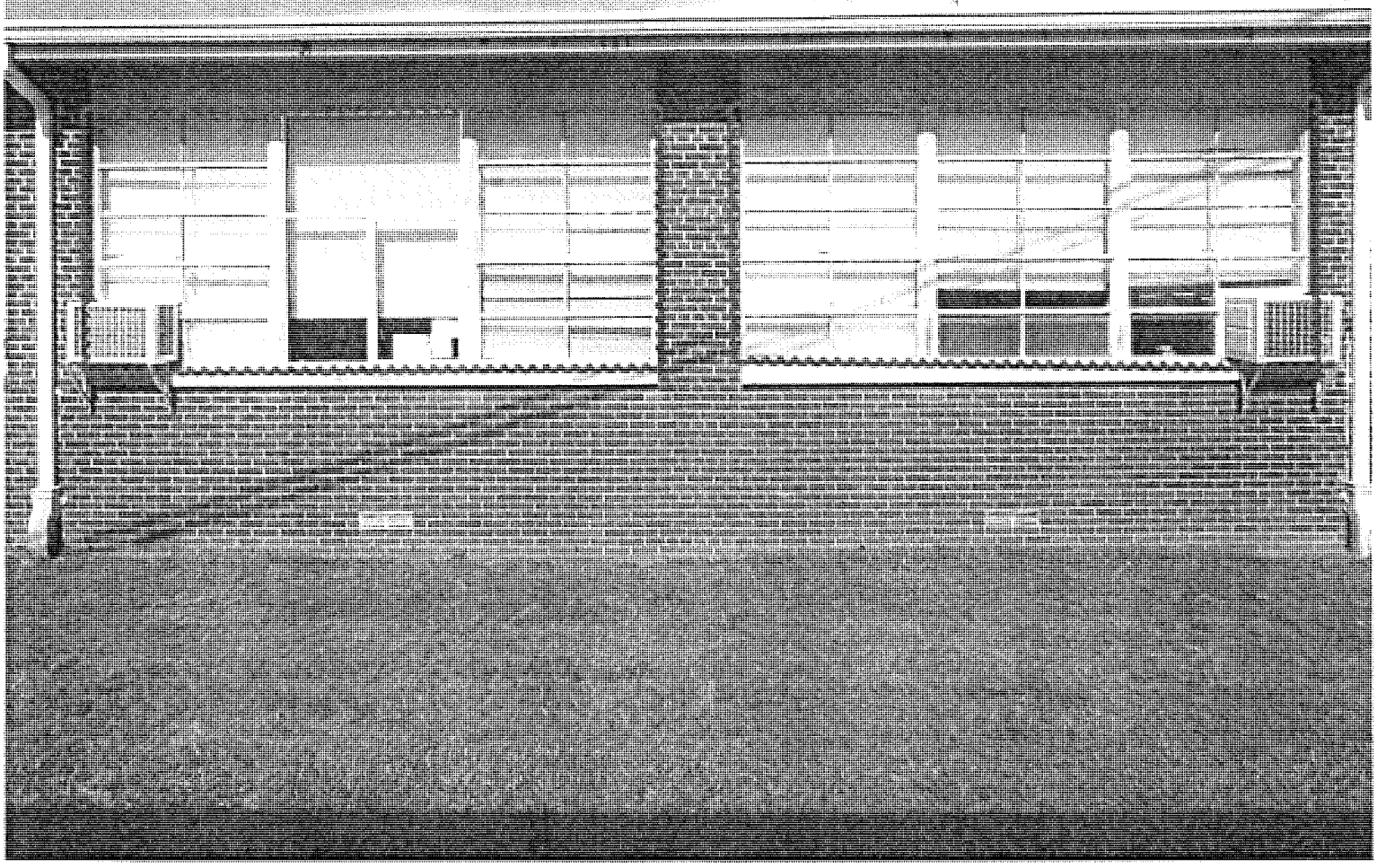


Exhibit A - Attachment 2 Windows

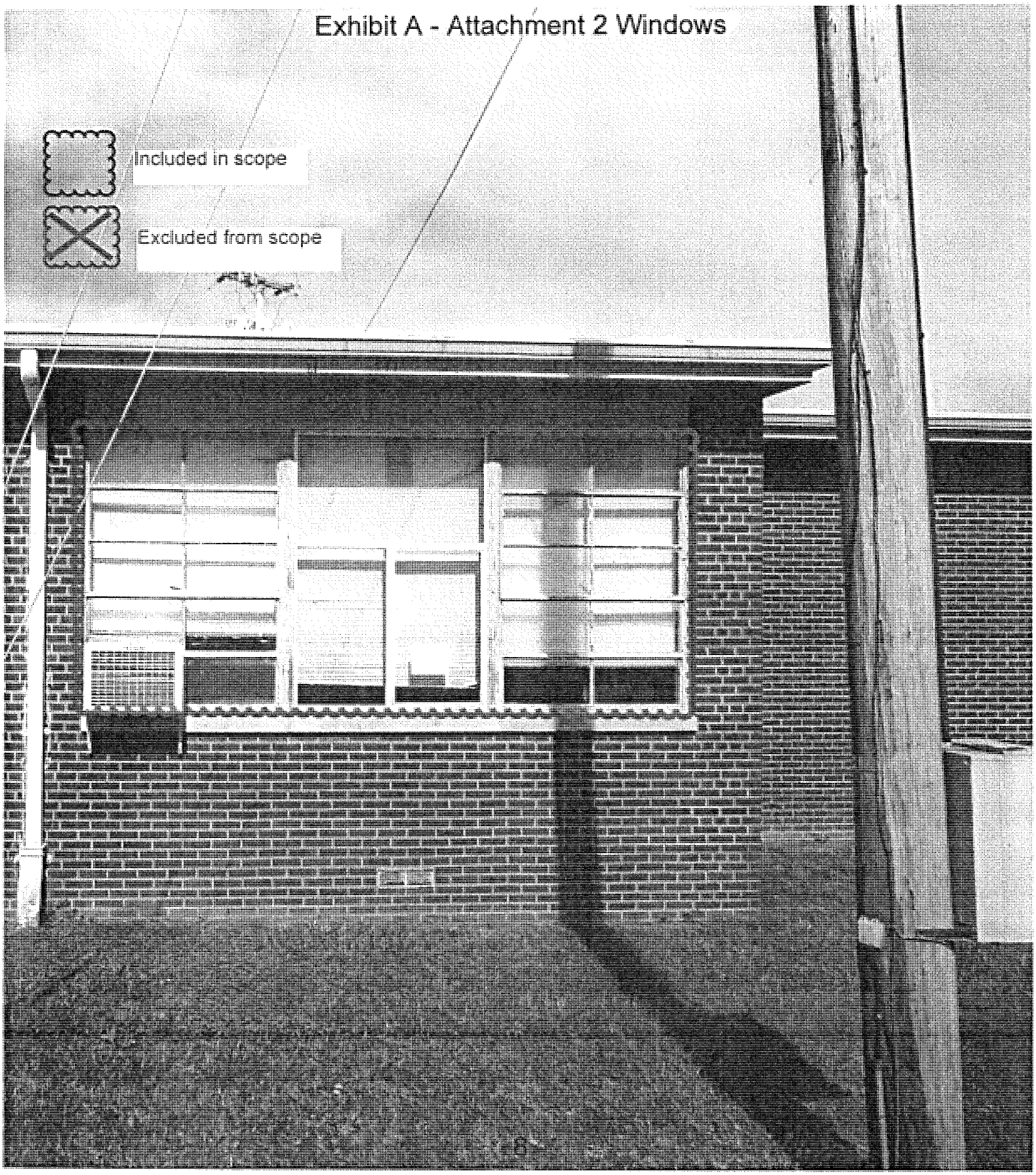


Exhibit A - Attachment 2 Windows

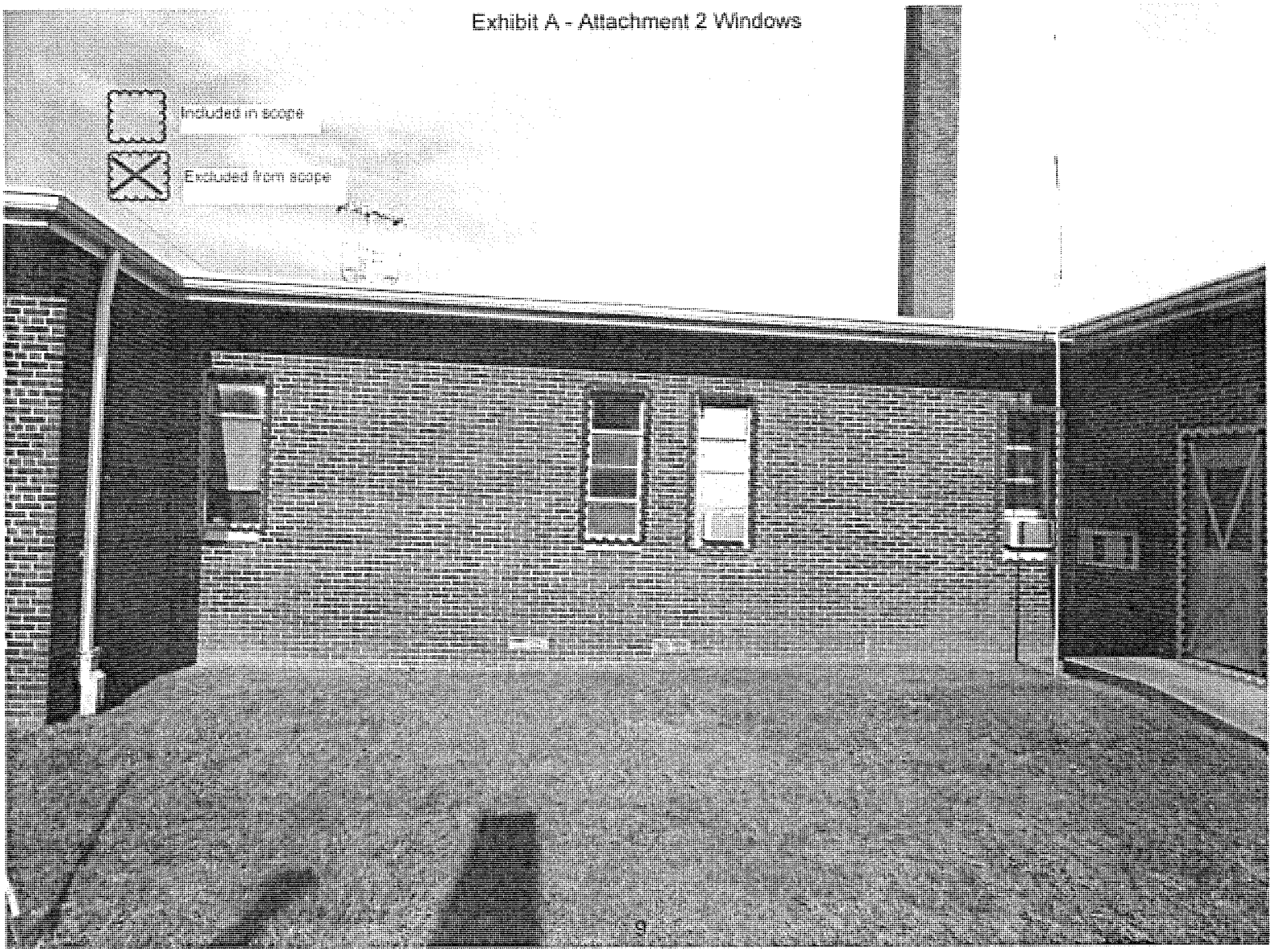


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

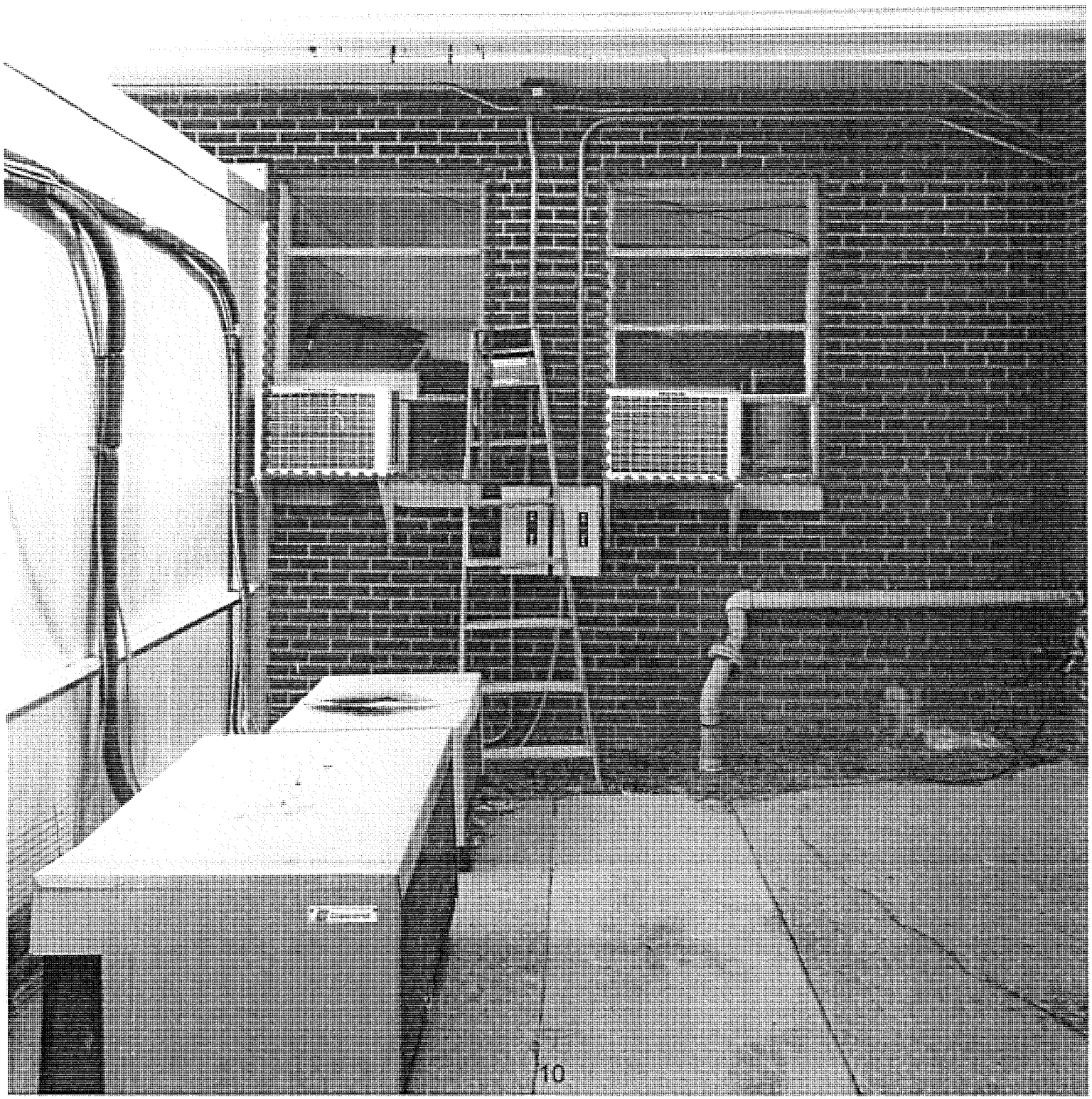


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

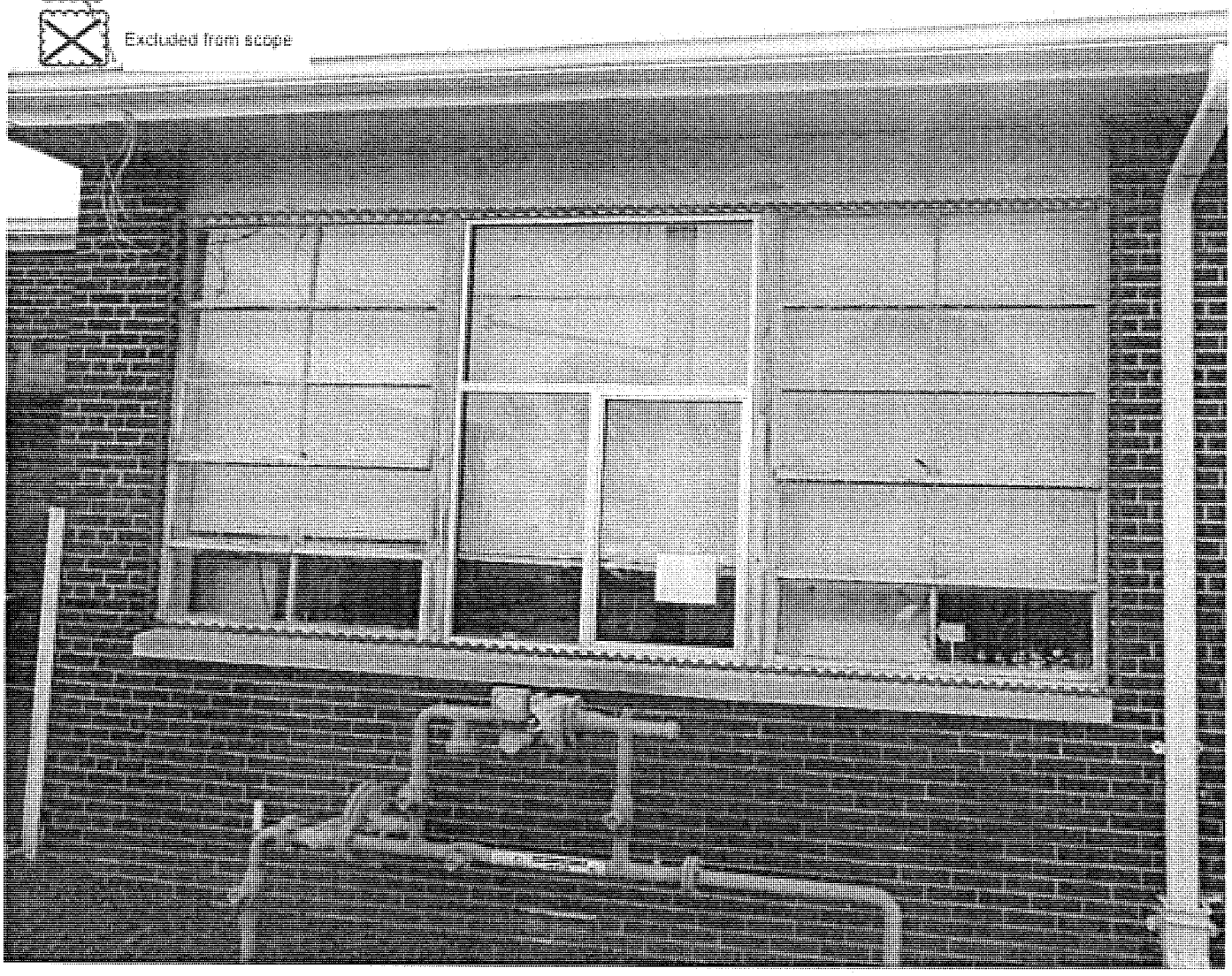


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

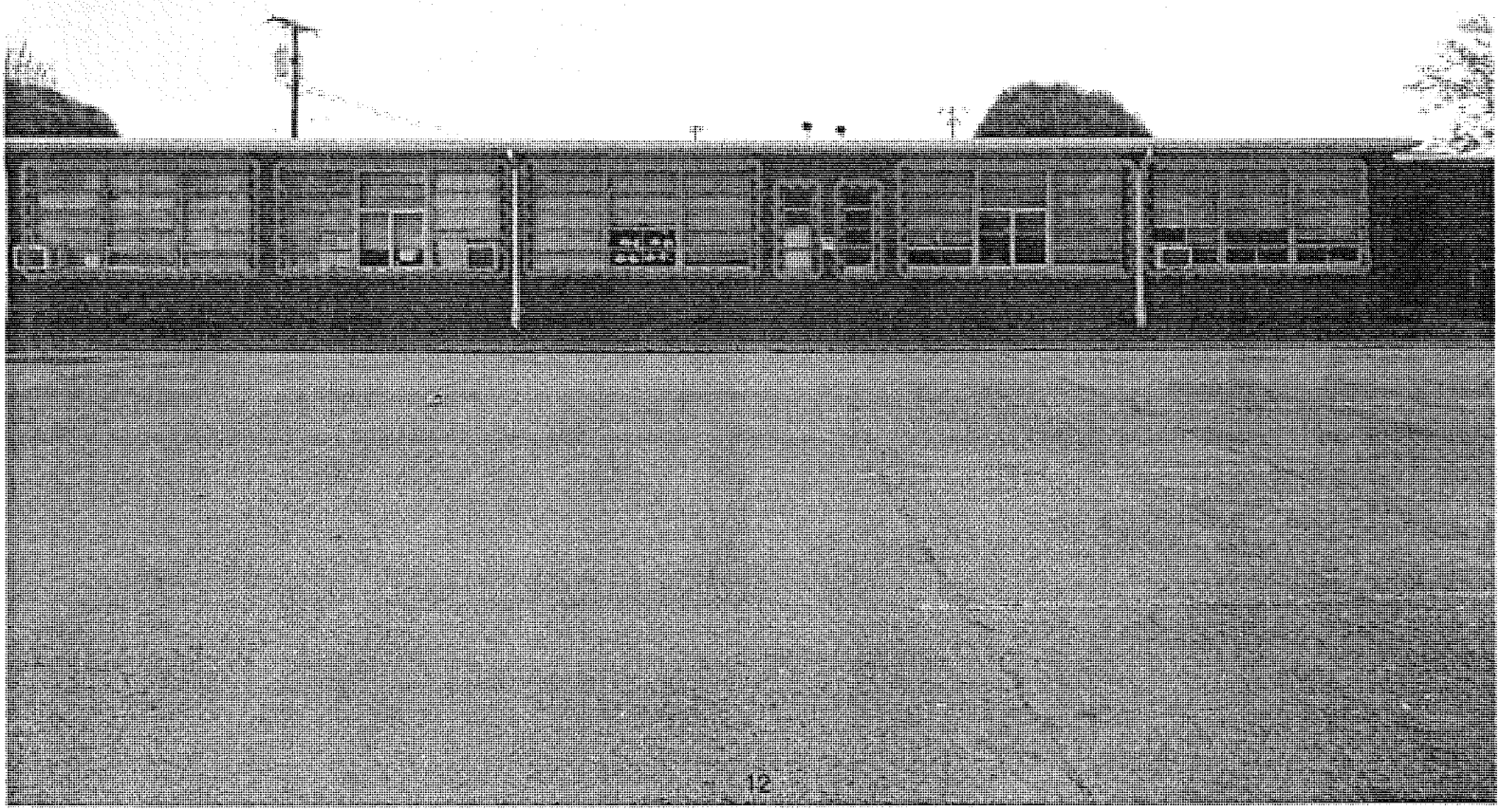


Exhibit A - Attachment 2 Windows

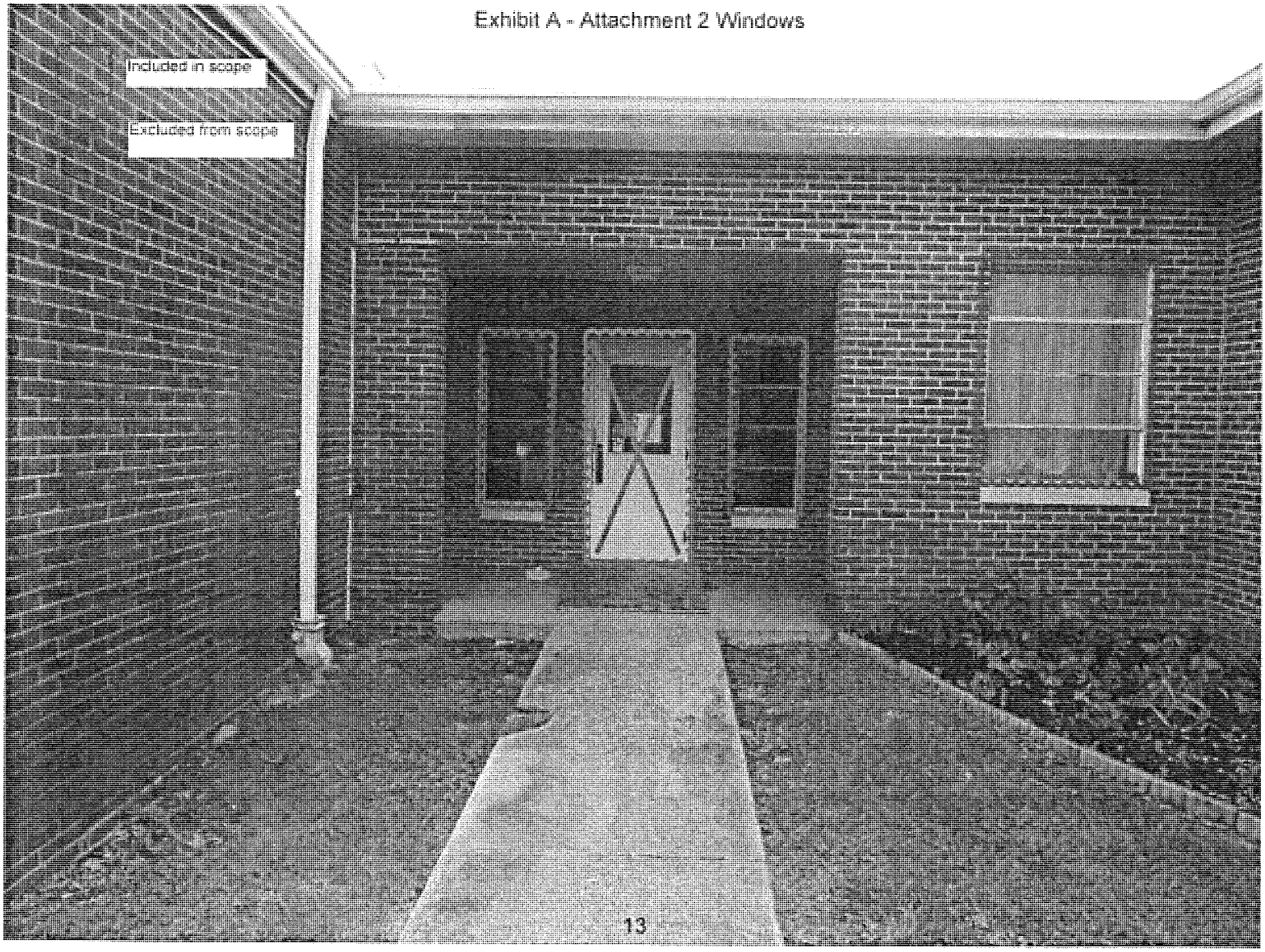


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

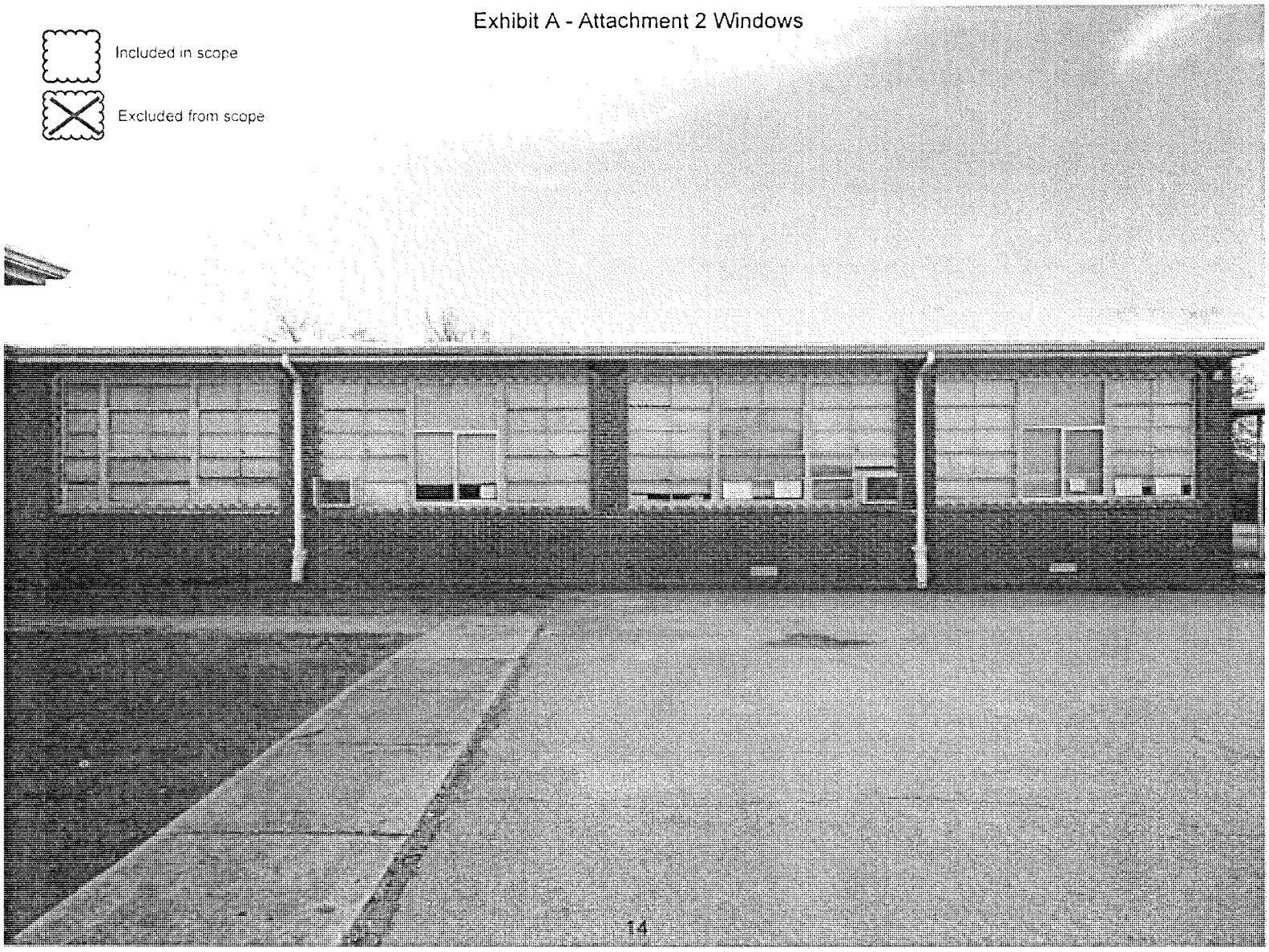


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

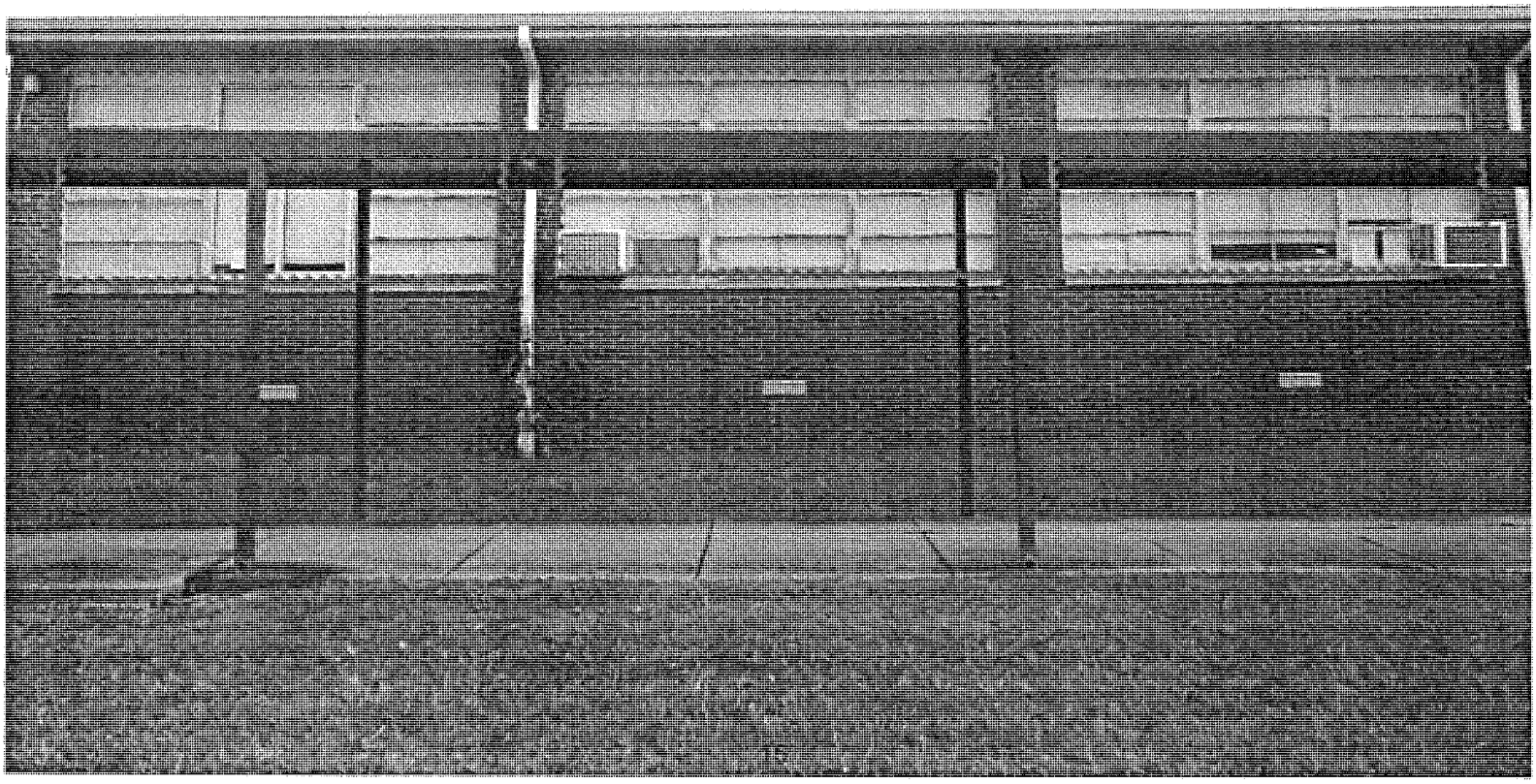


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

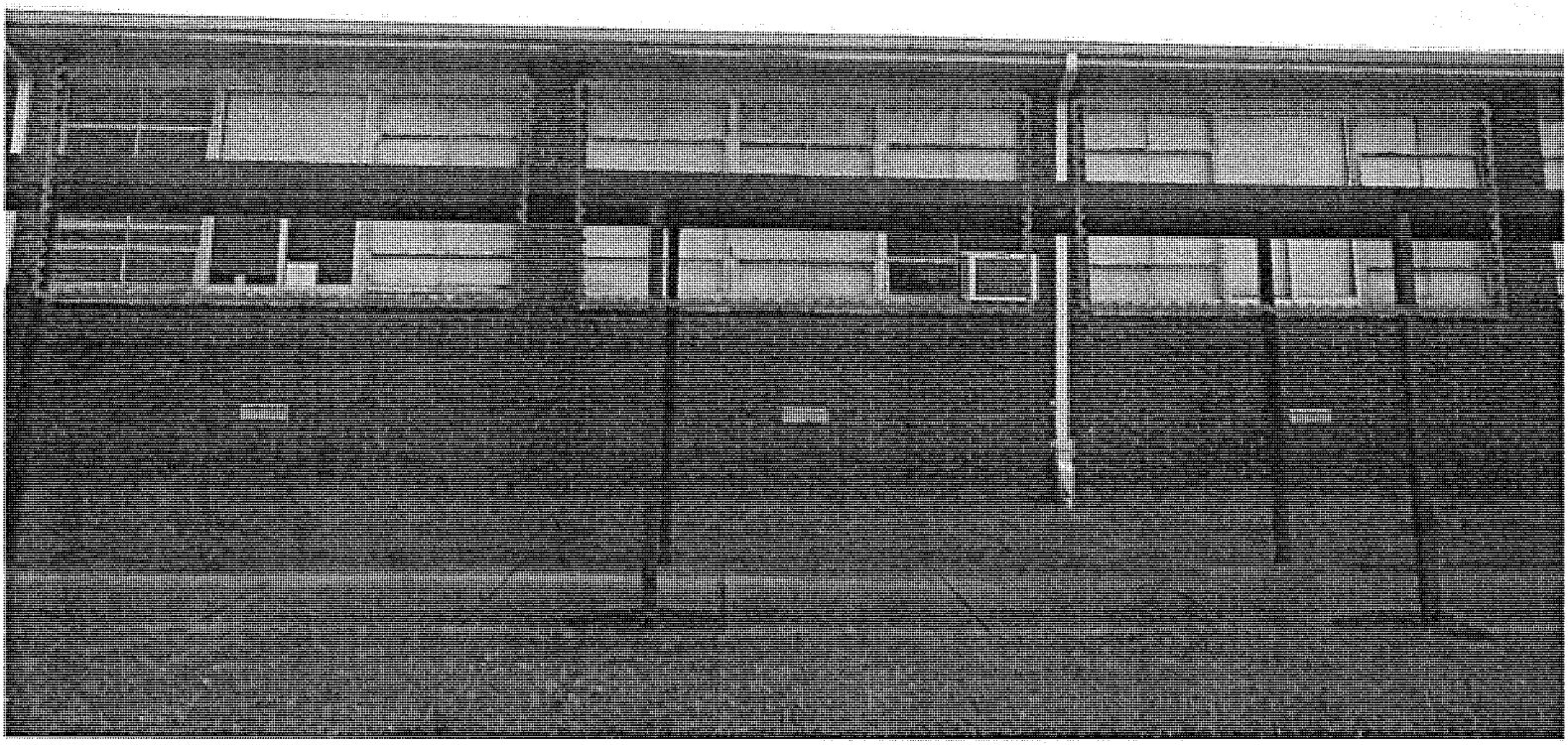


Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope



Exhibit A - Attachment 2 Windows

Included in scope

Excluded from scope

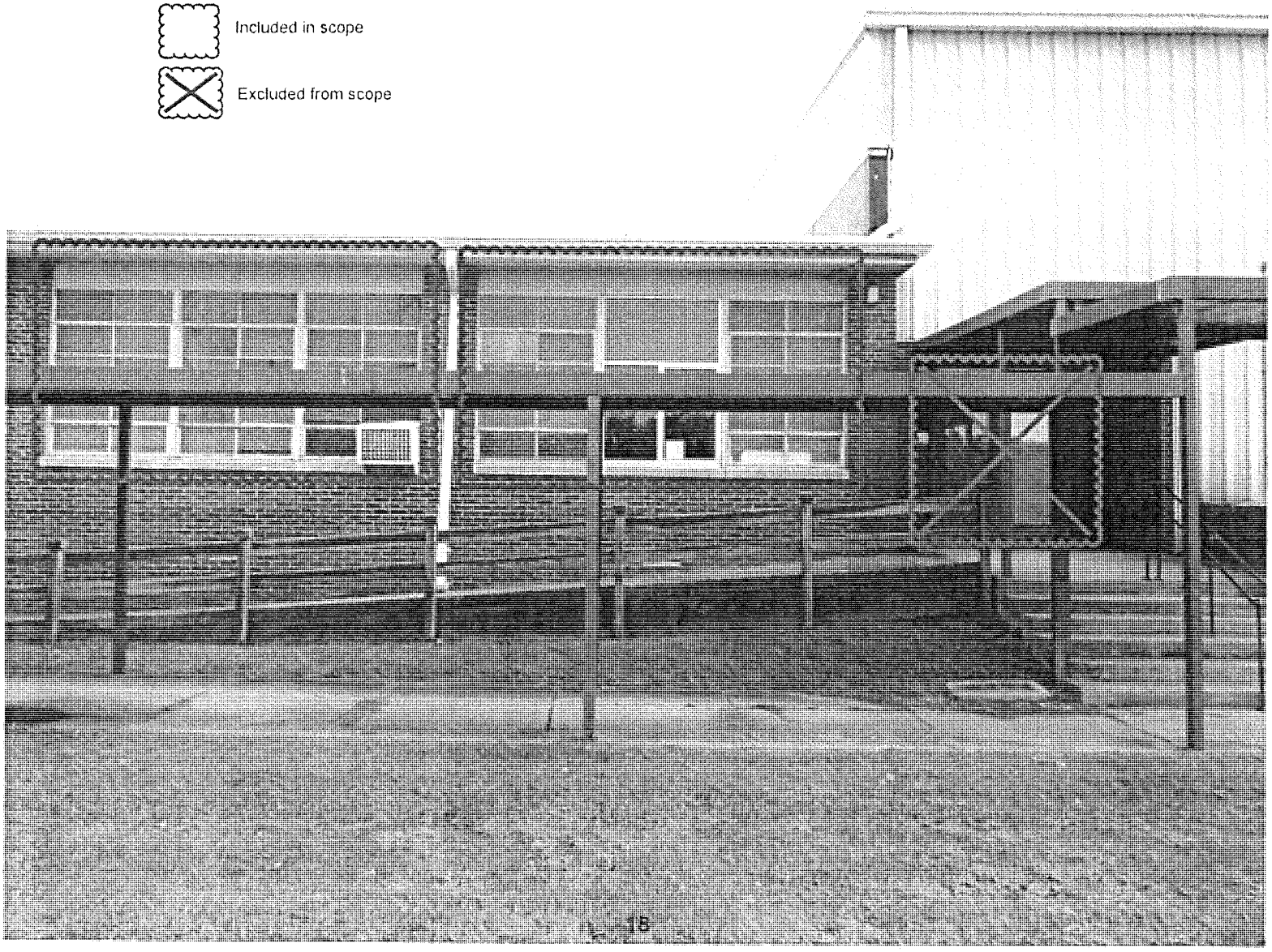


EXHIBIT B

SCHEDULE OF PROJECTED SAVINGS

FOR HVAC EFFICIENCY, NIGHT/WEEKEND SETBACK, AND WINDOW THERMAL IMPROVEMENT

The following savings have been stipulated and agreed upon between the OWNER and ESG. The Table below outlines the source of the projected annual savings and upon final acceptance of the project, all values presented in the Table will be accepted as the final savings. The savings shown below are projected and are not guaranteed, actual results may vary.

Building	Description	Annual Unit Savings	Annual Savings
Bransford Elementary School	HVAC and Controls	38,180 kWh	$ 3,818
Bransford Elementary School	Windows	2,293 Therms	$ 2,064
TOTAL			**$ 5,882**

Calculation Methodology

1. Existing HVAC of the renovation area (~28,000 square feet) is steam radiators and window unit air conditioners.
2. The systems are assumed to operate 24/7/365 maintaining temperatures at or near 70 degrees Fahrenheit.
3. Unit rates for the affected utilities are estimated at $0.10/kWh for electricity and $0.90/Therm for natural gas.
4. The existing system efficiencies were compared against the new systems as defined in Exhibit A
5. Run time reductions were also taken into account for implementing an occupied schedule from 7am-4pm Monday – Friday August 1st to May 31st with all other times outside of these periods scheduled as unoccupied. With occupied temperatures being cooling 72F / heating 68F and unoccupied temperature setpoints being cooling 80F / heating 60F.
6. Window savings were calculated by comparing energy losses from the existing window system's U-value (single pane clear glass) and the new window system's U-value (double pane low-e glass).

[Remainder of page intentionally left blank; signature page to follow.]

ROBERTSON COUNTY SCHOOLS

By _____
Dr. Chris Causey

Its Director of Schools

ENERGY SYSTEMS GROUP, LLC

By _____
Steven D. Pride

Its Senior Vice President

EXHIBIT C

OPINION OF OWNER'S COUNSEL
(TO BE TYPED ON COUNSEL'S LETTERHEAD)

Energy Systems Group, LLC
And Its Assignee
9877 Eastgate Court
Newburgh, IN 47630

Ladies and Gentlemen:

I am counsel for the Robertson County Schools, Tennessee ("Owner"). In order to render this opinion I have reviewed the Energy Savings Performance Contract (the "Agreement"), dated as of June 15, 2020, between Owner and Energy Systems Group, LLC ("Contractor"), and other documents and instruments related to the Agreement or otherwise necessary to render this opinion, as well as all proceedings taken by Owner in connection with the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Based upon the foregoing it is my opinion that:

1. Owner is a duly organized and validly existing political subdivision of the State of Tennessee and is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and related regulations and rulings.

2. Owner has the power and authority to execute and perform the Agreement and to purchase ECMs from Contractor thereunder.

3. The Agreement and related instruments and documents:
   (a) Have been duly authorized by appropriate resolutions;
   (b) Do not contravene and will not violate or result in a default under any charter, certificate of incorporation, by-laws, indenture, or any other agreement or instrument by which Owner or its property is bound or to which Owner is a party;
   (c) The Agreement has been duly executed by the duly authorized officers of Owner, and does and will constitute the legal, valid, and binding obligations of Owner enforceable against Owner in accordance with their respective terms.
   (d) The selection and award of the Agreement to Contractor, execution and delivery of the Agreement, performance of all services, actions and responsibilities contemplated therein, and fulfillment of and compliance by Owner with the provisions of the Agreement, do not and will not conflict with or constitute a breach of or a default under any applicable law, rule, code, ordinance or regulation, including but not limited to government procurement, competitive bidding, public notice, open meetings, or prior appropriation requirements. The Agreement meets the requirements of and complies with all applicable laws, rules, codes, ordinances, and regulations.

4. No approval or consent is required from any governmental authority with respect to the entering into or performance by Owner of the Agreement and the transactions contemplated thereby or if any such approval is required it has been duly obtained.

5. No litigation or other proceedings are pending or, to the best of my knowledge, threatened against Owner which would adversely affect Owner's legal title to the ECMs or, if decided adversely to Owner, would materially affect its financial condition.

This opinion is for the benefit of the addressee and any Assignee, and you and such Assignee and any counsel engaged by you or such Assignee shall be entitled to rely hereupon, including such counsel's reliance hereupon in giving its opinion addressed to other persons.

Very truly yours,

EXHIBIT D

STATE SPECIFIC STATUTORY REQUIREMENTS FOR TENNESSEE STATE AGENCIES, HIGHER EDUCATION INSTITUTIONS, CITIES, COUNTIES, AND SCHOOL DISTRICTS

Owner and Contractor agree that the following statutory requirements shall be applicable to this Agreement:

1. Contractor and Owner stipulate and agree that there are no Tennessee statutes, codes, regulations or laws dictating specific requirements for energy improvement contracts.

2. Pursuant to Tennessee Code Annotated § 49-2-203, Owner is authorized to enter into contracts that include both engineering services and equipment, and have as their purpose the reduction of energy costs in public or school facilities, which contracts shall be awarded on the same basis recognized competence and integrity and shall not be competitively bid.

3. Owner represents and warrants that it has retained Contractor and entered into this Agreement in compliance with all the requirements specified in Tennessee law.

HOOVER Requested a Motion at: 7_45_36 PM
ROBERTS Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520059 A RESOLUTION TO APPROVE BOARD OF EDUCATION ENERGY SAVINGS CONTRACT 1st READING

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

HOOVER Requested a Motion at: 7_50_44 PM
HOGAN Seconded the Motion at: 7_50_44 PM

RESOLUTION NO. 061520059 A RESOLUTION TO APPROVE BOARD OF EDUCATION ENERGY SAVINGS CONTRACT 2ND READING

Time of Vote: 7_50_59 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520052 #39

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2020 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
Solid Waste/Sanitation Fund - 116			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
Transfer Station	Bank Charges - Credit Card Payments	55733-306	2,334
Transfer Station	Maintenance - Equip/Computer/Radio	55733-336	41,284
Transfer Station	Disposal Fees	55733-359	125,972
Total Expense Amendment	(Actual Disposal Fees Expense Exceeds the Budget Amount, May Cause the Transfer Station Dept. to Exceed the Overall Dept. Budget)		169,590
Total Fund Balance Amendment			(169,590)

Duly passed and approved this 15th day of June, 2020.

Kent Hoover
County Commissioner

William A Togle
County Mayor

Duly passed and approved this 20th day of July, 2020.

Kent Hoover
County Commissioner

William A Togle
County Mayor

ATTEST:

Angie H. Groves
County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

HOOVER Requested a Motion at: 7_45_36 PM
STUBBLEFIELD Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520052 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020 – SOLID WASTE/SANITATION FUND 1ST READING

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

HOOVER Requested a Motion at: 7_50_44 PM
HOGAN Seconded the Motion at: 7_50_44 PM

RESOLUTION NO. 061520052 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020 – SOLID WASTE/SANITATION FUND 2ND READING

Time of Vote: 7_50_59 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

#40

RESOLUTION NO. 061520053

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2020 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
School Fund - 141			
Revenue Amendments			
Federal Government	Lunch Program-Trf to Cafeterias	47111	(602,000)
Federal Government	Breakfast Prog-Trf to Cafeterias	47113	(194,000)
Federal Government	USDA - Other	47114	1,127,500
Total Revenue Amendment			331,500
Expense Amendments			
Regular Education Program	Textbooks - Electronic	71100-430	(54,000)
Technology	Other Contracted Services - ER	72250-399-ER	(50,000)
Technology	Data Processing Capital Outlay	72250-709	(5,000)
Human Resources	Other Charges	72520-599	(3,000)
Pre - K Education Program	Instructional Supplies	73400-429	(1,000)
Food Services	Payments Cafeterias - Breakfast	73100-342	(194,000)
Food Services	Payments to Cafeterias - Lunch	73100-343	(602,000)
Regular Education Program	Textbooks - Bound	71100-449	54,000
Technology	Other Contracted Services	72250-399	55,000
Human Resources	Other Supplies	72520-499	3,000
Pre - K Education Program	Other Equipment	73400-790	1,000
Food Services	Payments to Cafeterias - USDA	73100-345	1,127,500
Total Expense Amendment			331,500
Total Fund Balance Amendment			0

Duly passed and approved this 15th day of June, 2020.

County Commissioner

County Mayor

ATTEST:

County Clerk

ANGIE H. GROVES, COUNTY CLERK XVI AGRICULTURE COMMERCE ROBERTSON COUNTY, TN

HOOVER Requested a Motion at: 7_45_36 PM
COUTS Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520053 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020 – SCHOOL FUND

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520054

#41

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2020 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Capital Projects Fund 171			
Revenue Amendments			
Other Sources (Non Revenue)	Operating Transfer	49800.101	(500,000)
Total Revenue Amendment			(500,000)
Expense Amendments			
Other Uses	Operating Transfer	99100-590.201	(500,000)
Total Expense Amendment	(This is a Housekeeping Budget Amendment To Clear Transfers in Fund 171, Required by the State Auditors.)		(500,000)
Total Fund Balance Amendment			0

Duly passed and approved this 15th day of June, 2020.

Keith Koon
County Commissioner

William A Cope
County Mayor

ATTEST:

Angie H. Groves
County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

HOOVER Requested a Motion at: 7_45_36 PM
WADE Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520054 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020 – CAPITAL PROJECTS FUND

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

#42

RESOLUTION NO. 061520055

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2020 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
School Fund - 141			
Revenue Amendments			
State of Tennessee	Basic Education Program	46511	2,400,000
Total Revenue Amendment			2,400,000
Expense Amendments			
Transportation	Diesel Fuel	72710-412	(23,000)
Student Body Education Program	Other Contract Serv-Virtual Class	71400-399	2,400,000
Transportation	Transportation Capital Outlay	72710-729	23,000
Total Expense Amendment			2,400,000
Total Fund Balance Amendment			0

Duly passed and approved this 15th day of June, 2020.

County Commissioner

William A Goyle
County Mayor

ATTEST:

Angie H. Groves
County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

HOOVER Requested a Motion at: 7_45_36 PM
STUBBLEFIELD Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520055 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020 – SCHOOL FUND

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520056

RESOLUTION TO DECLARE SURPLUS PROPERTY

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

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

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2020 that the equipment 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 destruction of said equipment.

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES
County Clerk

ANGIE H. GROVES, COUNTY CLERK XVI AGRICULTURE COMMERCE ROBERTSON COUNTY, TN

EXHIBIT "A"

ALTO SHAAM Slicer Model # 827 Serial # 8209119005

HOOVER Requested a Motion at: 7_45_36 PM
COUTS Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520056 A RESOLUTION TO DECLARE SURPLUS PROPERTY – SHERIFF'S DEPARTMENT

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520057

RESOLUTION TO ESTABLISH SHERIFF'S DEPARTMENT DISCIPLINARY REVIEW BOARD

WHEREAS, Tennessee Code Annotated Section 41-2-111 provides that a Disciplinary Review Board should be established for the Roberson County Detention Facility to be composed of 7 members, appointed by the Sheriff and subject to approval by the Robertson County Commission; and

WHEREAS, the duties of that Board shall be as set forth by Tennessee law including but not limited to the revocation of any prisoner good time credit for bad behavior while in the jail, this Board has previously been established by Resolution No. 061719061, and it is the purpose of this Resolution to replace certain members of the Board such that the new Board is comprised of those persons named herein;

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2020, as follows:

The Robertson County Commission hereby affirms and approves those persons suggested by the Robertson County Sheriff to constitute said Board being named as follows:

Tomisha Jones	Chelsea Roberts	Tony Lassiter
Kathy Lassiter	Patrick Traughber	Francis Doll
Josh Wiley		

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES, County Clerk

ANGIE H. GROVES, COUNTY CLERK XVI AGRICULTURE COMMERCE ROBERTSON COUNTY, TN

HOOVER Requested a Motion at: 7_45_36 PM
WADE Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520057, TO ESTABLISH SHERIFF'S DEPARTMENT DISCIPLINARY REVIEW BOARD

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520058

A RESOLTUION TO SUSPEND RESOLUTION NO. 051517040 RELATIVE TO THE ROBERTSON COUNTY SANITATION FUND

WHEREAS, the Robertson County Commission approved by Resolution No. 051517040, passed on May 15, 2017, that the amount of $80,000 be deducted from the ending fund balance in the Robertson County Sanitation Fund budget each fiscal year beginning July 1, 2017, for a period of five (5) years; and

WHEREAS, the County Solid Waste Committee recommends that this Resolution be suspended until further action regarding same, effective for the upcoming fiscal year beginning July 1, 2020 and thereafter;

NOW, THEREFORE, the Robertson County Commission, meeting in regular session on the 15th day of June, 2020, does hereby suspend Resolution No. 051517040 as set forth above, such suspension to be effective for the upcoming fiscal year of July 1, 2020, and to remain suspended until further action, if any, by the County Commission.

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES
County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

HOOVER Requested a Motion at: 7_45_36 PM
ROBERTS Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520058 A RESOLUTION TO SUSPEND RESOLUTION NO. 051517040 RELATIVE TO THE ROBERTSON COUNTY SANITATION FUND

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520060

A RESOLTUION TO APPROVE A SUPPLEMENT TO THE EXISTING ROBERTSON COUNTY PERSONNEL POLICY MANUAL

WHEREAS, Robertson County, Tennessee has previously approved a Personnel Policy Manual that covers County employees, and that Manual and/or Personnel Policy has been updated from time to time by amendment and/or changes; and

WHEREAS, the United States, including the State of Tennessee and the employees of Robertson County, have been severely affected by the current COVID – 19 pandemic crisis; and

WHEREAS, in conjunction with assistance of legal counsel, it has been suggested and approved by the County Personnel Committee that the current County Personnel Policy/Manual be supplemented with the attached 11 page document, together with attachments as noted, and that this Supplement be effective retro-active to March 1, 2020 and to remain in place until such supplement expires on December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2020, that the attached Supplement to the current Robertson County Personnel Policy/Handbook be adopted, with an effective date retro-active to March 1, 2020, and remain effective until December 31, 2020.

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES
County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

AMENDING PERSONNEL POLICIES – LEAVE AND OTHER PROVISIONS RELATED TO COVID-19

Once adopted and approved, personal policies may be amended, modified, or repealed at any time by the same process used for the original adoption of the policies, under T.C.A. § 5-23-106. If an official needs to amend their personnel policies to add provisions related to the COVID-19 outbreak, the procedure is outlined below.

First, determine how your policies were originally adopted. If your office is covered by the countywide policies, amendments will need to go though the process that was used to adopt them originally, which includes the county mayor's method of adoption, attorney approval, and county commission approval.

If you are a trustee, register, county clerk, judge who employs county employees, clerk of court, sheriff, assessor, board of education, chief administrative officer of the highway or public works department, or county mayor/executive, and your office has adopted separate policies, you may amend those policies by having your amended policies approved by the attorney and filing them with the county commission (county clerk's office).

If you are one of the officials named above and you are governed by the countywide policies, but you are unable to do an amendment to those policies, you may choose to stop participating in the countywide policies and instead prepare your own set of policies, have those policies approved by the attorney, and file them with the county commission (county clerk's office.

Full instructions for adopting and amending personnel policies can be found in the CTAS electronic library (e-Li) beginning at CTAS-2048 [http://eli.ctas.tennessee.edu/reference/adoption-required-policies].

Clyde Richert

From: Jody Stewart <jstewart@robcotn.org>
Sent: Friday, May 22, 2020 2:16 PM
To: Clyde Richert
Cc: 'Jeffrey M. Beemer'
Subject: Resolution as described is needed for the June 15, 2020 County Commission Meeting. Thanks!
Attachments: 4839-7220-3193 v2 Robertson County COVID-19 Policies.docx; 4837-4925-4329 v1 FFCRA certification form.doc

Robertson County Personnel Committee-Tuesday, May 19, 2020 at 4:30 p.m. in the RCOB 3rd floor conference room

1. Jeff Beamer, Attorney, will address compliance issues with the new COVID-19 law. See attachments.

Clyde,

The Personnel Committee met this past Tuesday and voted unanimously for you to prepare a resolution (TCA 5-23-106) in order for the County to be in compliance with COVID-19 laws concerning County employees. The resolution will need to be approved by the County Commission at their June 15, 2020 meeting as a compliance date requirement. Since this applies to COVID-19, I think the effective date needs to be at the beginning of the pandemic. I'm not exactly sure about that wording.

Please see the attached information that Jeff Beemer prepared as it will need to be attached to the resolution.

Jeff worked with the CTAS lawyer, Libby McCroskey. Maybe CTAS has a template sample resolution available. Jeff said this will be presented to employees as a supplement, because there is a sundown date of December 31, 2020. (Because there is an ending date, this is a supplement and not an amendment.)

This is federal legislation with reference to the Family First Coronavirus Response Act (FFCRA).

Please let me know if you need any additional information.

I hope that you and your family are healthy and safe.

Thanks so much for your help Clyde!

Jody Stewart
Finance Director
Robertson County, TN
615-384-0202
jstewart@robcotn.org

Emergency Paid Sick Leave and Expanded FMLA Leave Policy

Purpose

To comply with the Families First Coronavirus Response Act and to assist employees affected by the COVID-19 outbreak with job-protected leave and pay, where applicable. This policy will be in effect from April 1, 2020, until December 31, 2020. Robertson County's existing FMLA leave policy still applies to all other FMLA-qualifying reasons for leave outside of this policy.

Expanded FMLA Leave

Employee Eligibility

All current employees who have been employed by Robertson County for at least 30 days and are actively scheduled for work are eligible for leave under this policy.

Employees laid off or otherwise terminated on or after March 1, 2020, who are rehired on or before December 31, 2020, are eligible for leave upon reinstatement if they had previously been employed by Robertson County for 30 or more of the 60 calendar days prior to their layoff or termination.

Reason for Leave

Eligible employees who are unable to work (or telework) due to a need to care for their child when a school or place of care has been closed, or when the regular child care provider is unavailable due to a public health emergency with respect to COVID-19.

"Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age.
- 18 or older and incapable of self-care because of a mental or physical disability.

"Child care provider" means a provider who receives compensation for providing child care services on a regular basis, including:

- A center-based child care provider.
- A group home child care provider.
- A family child care provider (one individual who provides child care services for fewer than 24 hours per day, as the sole caregiver, and in a private residence).
- Other licensed provider of childcare services for compensation.
- A childcare provider that is 18 years of age or older who provides child care services to children who are either the grandchild, great grandchild, sibling (if such

provider lives in a separate residence), niece or nephew of such provider, at the direction of the parent.

"School" means an elementary or secondary school.

Duration of Leave

Employees will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020, for the purposes stated above. This time is included in and not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period.

For example, if an employee has already taken 6 weeks of FMLA leave, that employee would be eligible for another 6 weeks of FMLA leave under this policy.

Increments & Intermittent Use of Leave

Employees may take expanded FMLA leave intermittently and in any increment agreed to with the Department Head. For example, an employee may only need 4 hours per day of leave to care for his or her child or may only need to do so on Tuesdays and Thursdays. Department Heads and employees are expected to be flexible in scheduling wherever possible.

Pay During Leave

Leave will be unpaid for the first 10 days of leave. However, employees may use accrued paid vacation or sick leave during this time. The employee may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, as further explained below. After the first 10 days, leave will be paid at two-thirds of an employee's regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Pay will not exceed $200 per day and $10,000 in total, or $12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

- If the employee has worked 6 months or more, the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type.
- If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.

Employee Status and Benefits During Leave

While an employee is on leave, the County will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. During any unpaid portions of leave, the employee must continue to make this payment per instructions from the Finance Department.

If the employee contributes to a life insurance or disability plan, the County will continue making payroll deductions while the employee is on paid leave. During any portion of unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the County may discontinue coverage during the leave. If the County maintains coverage, the County may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Procedure for Requesting Leave

All employees requesting FMLA leave must provide written notice of the need for leave to the Department Head as soon as practicable. Verbal notice will otherwise be accepted until written notice can be provided.

Notice of the need for leave must include:

- The name and age of the child or children being care for.
- The name of the school, place of care, or child care provider that closed or became unavailable due to COVID-19 reasons.
- A statement representing that no other suitable person is available to care for the child or children during the period of requested leave. For children over the age of 14, a statement indicating the special circumstances that require the employee to provide care during daylight hours.

On a basis that does not discriminate against employees on FMLA leave, the County may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Employee Status After Leave

Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The County may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of their status as a key employee.

Please contact the Finance Department with any questions.

Emergency Paid Sick Leave

Eligibility

All current full- and part-time employees currently scheduled but unable to work (or telework) due to one of the following reasons for leave:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID–19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID–19.
3. The employee is experiencing symptoms of COVID–19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to either number 1 or 2 above.
5. The employee is caring for his or her child if the school or place of care of the child has been closed, or the child care provider of such child is unavailable, due to COVID–19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

"Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age.
- 18 or older and incapable of self-care because of a mental or physical disability.

"Individual" means an immediate family member, roommate or similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she self-quarantined or was quarantined. Additionally, the individual being cared for must: a) be subject to a federal, state or local quarantine or isolation order as described above; or b) have been advised by a health care provider to self-quarantine based on a belief that he or she has COVID-19, may have COVID-19 or is particularly vulnerable to COVID-19.

Amount of Paid Sick Leave

All eligible full-time employees will have up to 80 hours of paid sick leave available to use for the qualifying reasons above. Eligible part-time employees are entitled to the number of hours worked, on average, over a two-week period.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

- If the employee has worked 6 months or more, the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type.
- If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.

Increments and Intermittent Use of Leave

When working from home, employees may take emergency paid sick leave intermittently and in any increment agreed to with their Department Head. As in the example for FMLA leave, an employee may only need 4 hours per day of leave to care for his or her child or may only need to do so on Tuesdays and Thursdays. Department Heads and employees are expected to be flexible in scheduling wherever possible.

For those not teleworking and currently working onsite, an employee may only take intermittent leave for reason 5 above, to care for his or her child when the school or place of care is closed, or the caregiver is unavailable due to COVID-19-related reasons. Per the regulations, as all other reasons for emergency paid sick leave could potentially expose an employee or others in the workplace to the virus, employees must either use the full amount of paid sick leave or use it in full-day increments until the reason for leave is over and it is safe for the employee to return to work.

Rate of Pay

Emergency sick leave will be paid at the employee's regular rate of pay, or minimum wage, whichever is greater, for leave taken for reasons 1-3 above. Employees taking leave for reasons 4-6 will be compensated at two-thirds their regular rate of pay, or minimum wage, whichever is greater. Pay will not exceed:

- $511 per day and $5,110 in total for leave taken for reasons 1-3 above.
- $200 per day and $2,000 in total for leave taken for reasons 4-6 above.

Interaction with Other Paid Leave

The employee may use emergency paid sick leave under this policy before using any other accrued paid time off for the qualifying reasons stated above.

Employees on expanded FMLA leave under this policy may use emergency paid sick leave concurrently with that leave. Emergency paid sick leave may also be used when an employee is on leave under traditional FMLA for his or her own COVID-19-related serious health condition or to care for a qualified family member with such a condition.

Procedure for Requesting Emergency Paid Sick Leave

Employees must notify their Department Head of the need and specific reason for leave under this policy. A form will be provided to all employees on the company intranet and/or in a manner accessible to all. Verbal notification will be accepted until practicable to provide written notice.

Documentation supporting the need for leave must be included with the leave request form, such as:

- A copy of the federal, state or local quarantine or isolation order related to COVID-19 applicable to the employee or the name of the government entity that issued the order.
- Written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19 or the name of the provider who advised the employee.
- The name and relation of the individual the employee is taking leave to care for who is subject to a quarantine or isolation order or is advised to self-quarantine.
- The name and age of the child or children being cared for; the name of the school, place of care, or child care provider that closed or became unavailable; and a

statement that no other suitable person is available to care for the child during the period of requested leave.

- For children over age 14, a statement indicating the special circumstances that require the employee to provide care during daylight hours.

Once emergency paid sick leave has begun, the employee and his or her Department Head must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

Carryover

Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused paid sick leave will not carry over to the next year or be paid out to employees.

Job Protections

No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for work time missed due to this leave.

Temporary COVID-19 Leave Policy

Robertson County has adopted an emergency policy implementing leave provisions and workplace flexibility options during the COVID-19 pandemic prioritizing the health and safety of County employees. This emergency policy is intended to meet and exceed the County's obligations under the Families First Coronavirus Relief Act (FFCRA) and should be read as consistent with that law. This policy applies to all County employees.

The policy establishes standards for the continued pay and leave usage for County employees during the COVID-19 pandemic. To minimize the spread of the virus, many employees have been directed not to report to the workplace to facilitate social distancing. Many employees are able to perform their assigned duties remotely where possible and appropriate. Some employees will be required to perform their assigned duties on-site to maintain operations. Some employees cannot perform their duties remotely. If these employees cannot perform their assigned duties, they may be directed to stay home. Employees may be reassigned to other duties as necessary based on operational need and capacity. The overarching goal is to keep County employees and worksites safe and healthy, while enabling as much of the County's services to continue as possible.

COVID-19 Leave Use

Employees who are unable to perform their assigned duties during the COVID-19 pandemic are eligible to use COVID-19 leave. Qualifying reasons for COVID-19 leave include, but are not limited to:

- Employees are unable to perform their assigned duties due to the inability to work remotely (telework).
- Diagnosis of COVID-19 or experiencing symptoms of COVID-19 and seeking a diagnosis.
- Care of an immediate family member who has a diagnosis of COVID-19 or is experiencing symptoms of COVID-19 and is seeking a diagnosis.
- Care of an immediate family member subject to a quarantine or isolation order or who has been advised to self-quarantine,
- Child/elder care due to school/day care closures, or
- Any employee experiencing any other substantially similar condition specified by the US Secretary of Health and Human Services in consultation with the US Secretary of the Treasury and the US Secretary of Labor.

In instances where employees are unable to perform their assigned duties due to the type of work they perform (meaning the work cannot be performed remotely), but are assigned other duties that CAN be performed remotely, they cannot refuse a reassignment of duties in order to take COVID-19 leave.

Employees may use COVID-19 leave before using any other accrued paid leave.

COVID-19 leave use, including a determination that an employee is unable to perform their assigned duties, is subject to approval by the employee's Department Head.

Use of COVID-19 leave is only available to be used during the time period covering the COVID-19 pandemic emergency. There is no entitlement to COVID-19 leave after the conclusion of the COVID-19 pandemic emergency.

COVID-19 leave does not accrue, and may not be rolled-over or combined into other types of leave.

If the reason for an employee taking COVID-19 leave pursuant to this policy on or after April 1, 2020 also is a qualifying reason for the employee receiving Emergency Paid Sick Leave (EPSL) and/or expanded FMLA (EFMLA) under the FFCRA, the employee's COVID-19 leave will count against the employee's available EPSL and/or EFMLA entitlements.

Temporary Telecommuting Policy

Due to the current COVID-19 (coronavirus) pandemic, Robertson County is implementing temporary telecommuting arrangements for employees whose job duties are conducive to working from home. Employees should be given flexibility in working remotely for legitimate reasons (for example, self-quarantining to reduce community spread of COVID-19, caring for children during school and daycare closures, caring for elderly family members and those who are at high risk, among others). The Temporary Telecommuting Policy shall last only for the duration of the COVID-19 pandemic.

Eligibility for Temporary Telecommuting

Department Heads, at their discretion, may allow some or all of their employees to telecommute on a temporary basis during the current pandemic. Telecommuting may be appropriate for some employees, supervisors, and duties, but not necessarily conducive for all employees. For employees whose positions are not conducive to telecommuting, Department Heads may elect to stagger the start and end times of employee shifts to promote social distancing in the workplace. Department Heads will determine which positions are eligible for temporary telecommuting arrangements based on business needs. Department Heads may revoke a temporary telecommuting arrangement with an employee at any time and for any reason.

Expectations for All Employees

Telecommuting employees are responsible to:

- Fulfill the expectations agreed upon with his or her Department Head regarding the scope of their telecommuting assignment such as:
- Duties and responsibilities;
- Hours of work (rests/meal breaks, overtime, and other wage and hour requirements still apply);
- Hours of availability to communicate by phone or other electronic communication regarding County business;
- Communication of work assignments and personal needs, including reporting absences from work due to injury, illness, or caring for a family member.
- The use of County equipment and materials.
- Non-exempt employees who are permitted to telecommute must accurately record all working time in the same manner as if they were working on County premises. Accrual of any compensatory time will be administered under the same provisions as if the work were performed at the employee's regular work location.
- Protect County information by following County policies regarding information security and data protection; ensuring that unauthorized individuals do not access County data or other confidential information, either in print or electronically.

- Maintain a safe and appropriate environment in which to work. The County will not be responsible for any costs associated with the initial set-up of the employee's work environment such as remodeling, furniture, or lighting, nor for any repairs or modifications to the work environment.

Expectations for Department Heads

- Communicate specific expectations to employees based on each person's needs and circumstances.
- Ensure that the temporary telecommuting assignment is mutually beneficial to both the County and employees. Planning and communicating expectations in advance of telecommuting is critical.

General Agreement

- Employees must comply with all policies in the Robertson County Employee Handbook and understand that any violation of same may result in termination of telecommuting privileges and/or disciplinary action, up to and including termination of employment.
- Temporary telecommuting arrangements in extraordinary circumstances do not change the basic terms and conditions of employment with Robertson County.
- Telecommuting assignments do not change an employees' classification, compensation, or benefits.
- The accrual and charging of vacation and sick leave is subject to the same policies and procedures applicable to non-telecommuting employees.
- Robertson County is an "at-will" employer, meaning the employment relationship between the County and each of its employees may be terminated at any time by either the County or employee with or without notice and with or without cause.
- Telecommuting is a voluntary alternative work arrangement in which part or all of the employee's scheduled work is performed at an alternate work location. Telecommuting assignments are not an entitlement, nor are they contracts or promises of employment. Nothing in a telecommuting assignment guarantees employment for any specific term, nor alter the "at-will" nature of employment.

CERTIFICATION FORM
Emergency Paid Sick Leave or EFMLA Leave

This form is required for employees requesting or eligible for Emergency Paid Sick Leave or leave under the Emergency Family and Medical Leave Expansion Act ("EFMLA"), which are part of the federal Families First Coronavirus Response Act ("FFCRA"), effective April 1, 2020 to December 31, 2020.

Instructions: Please answer the following questions and the certification of your need for leave fully and completely, including all applicable parts. Providing false information or fraudulently certifying a need for leave will be grounds for discipline, up to and including termination from employment and/or grounds for legal action under applicable law.

Please note that if you need to take leave beyond the two weeks of emergency paid sick leave because an eligible medical condition for COVID-19-related reasons rises to the level of a serious health condition, you will be required to provide additional information and certifications as required under the Family Medical Leave Act.

Select and describe the reason(s) for your need for the leave.

a) You are subject to a federal, state or local quarantine or isolation order related to COVID-19 and are unable to work or telework.

Provide a copy of the order and identify the governmental entity ordering your isolation or quarantine with applicable dates: _____

_____

_____

b) You have been advised by a health care provider to self-quarantine due to concerns related to COVID-19 and are unable to work or telework.

Provide copies of any supporting documents in your possession and identify the health care provider who so advised; the date of the advice to self-quarantine; and the dates provided for the self-quarantine pursuant to such advice: _____

_____

_____

c) You are experiencing symptoms of COVID-19, and you are seeking a medical diagnosis and are unable to work or telework.

Do your symptoms include fever, shortness of breath, or cough?

Yes: _____ *No:* _____

Provide copies of any supporting documents in your possession and identify the actions you have taken to seek a medical diagnosis, identify health care providers consulted, and provide corresponding dates: _____

_____

_____

d) You are caring for an individual who is subject to an order or directive described in (a) or (b) above and are unable to work or telework.

Identify the person for whom you are providing care and his or her relationship to you: _____

Provide copies of any supporting documents in your possession, including any applicable order, or identify the governmental entity or health care provider who so advised; the date of the advice or order for that person to self-quarantine; and the dates provided for the self-quarantine pursuant to such advice:

_____

_____

e) You are caring for your son or daughter under 18 years of age due to school or place of care closure as a result of COVID-19 precautions and are unable to work or telework.

Name(s) and age(s) of child(ren) requiring care: _____

_____

_____

If your child(ren) is/are ages 14-17, provide the special circumstances that exist requiring you to provide care: _____

_____

_____

_____

Please provide documentation (closure notice, website, etc.) supporting that the identified child(ren)'s school or child care provider is closed or unavailable due to COVID-19 or provide the name and address of the closed school or unavailable child care provider.

If this is your need for leave, initial below verifying that during the period of leave, no other person will be providing care for the child(ren) identified by age(s) above.

I hereby verify to the above is true: _____ (initial)

I hereby verify to the above is NOT true: _____ (initial)

f) You are experiencing any other substantially similar condition as permitted under applicable law and are unable to work or telework.

Describe: _____

Provide the first date of your need for leave and the expected duration of your need for leave.

_____

By signing below, I certify that I require Emergency Paid Sick Leave or leave under the EFMLA for a qualified reason as set forth below and in the attached notification poster. I also certify that the foregoing answers, including my inability to work or telework, are true, accurate, and complete to the best of my knowledge.

_____ _____

Signature Date

For HR Use Only:

Maintain this record in medical file; retain FFCRA tax credit documentation related to this request including (a) determination of amount of qualified hours and leave wages paid, including records of work, telework, and qualified leave hours utilized; (b) determination of amount of qualified health plan expenses allocated to wages; (c) copies of any utilized IRS Forms 7200, Advance of Employer Credits Due to COVID-19; and (d) copies of any utilized IRS Forms 941, Employer's Quarterly Federal Tax Return.

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▸ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to $511 daily and $5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to $200 daily and $2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅔ for qualifying reason #5 below for up to $200 daily and $12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

▸ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

▸ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

▸ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd

WH1420 REV 03/20

4837-4925-4329 v1 [55774-5]

HOOVER Requested a Motion at: 7_45_36 PM
HOGAN Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520060 A RESOLUTION TO APPROVE A SUPPLEMEMT TO THE EXISTING PERSONNEL POLICY MANUAL

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520061

A RESOLUTION TO APPROVE THE ABANDONMENT OF A SECTION OF GREENBRIER CEMETARY ROAD

WHERAS, the City of Greenbrier, Tennessee, has requested that Robertson County abandon a portion of Greenbrier Cemetery Road which has previously been an official Robertson County Road, such that a portion of the road may adjoin other property already within the City limits, a copy of that correspondence and plats attached as Exhibit "A" hereto; and

WHEREAS, the Robertson County Highway Commission, meeting in regular session on the 28th day of May, 2020, has reviewed this request, and subject to the conditions as set forth herein, does not otherwise object to the removal of this section of Greenbrier Cemetery Road from the official County road list; and

WHEREAS, likewise the Robertson County Planning Commission has approved this request at its meeting June 4, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2020 that upon official advice from the Town of Greenbrier that this portion of Greenbrier Cemetery Road has in fact been legally annexed by the City such that the road would then become an official Greenbrier street with all maintenance and other responsibility to then become the City's, said County Commission does hereby approve the deletion of this portion of the road.

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES, County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

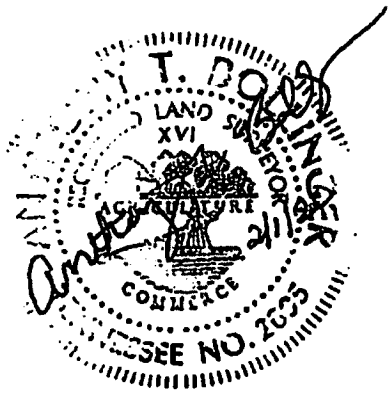
PLAT CONTAINS 0.110 ACRES

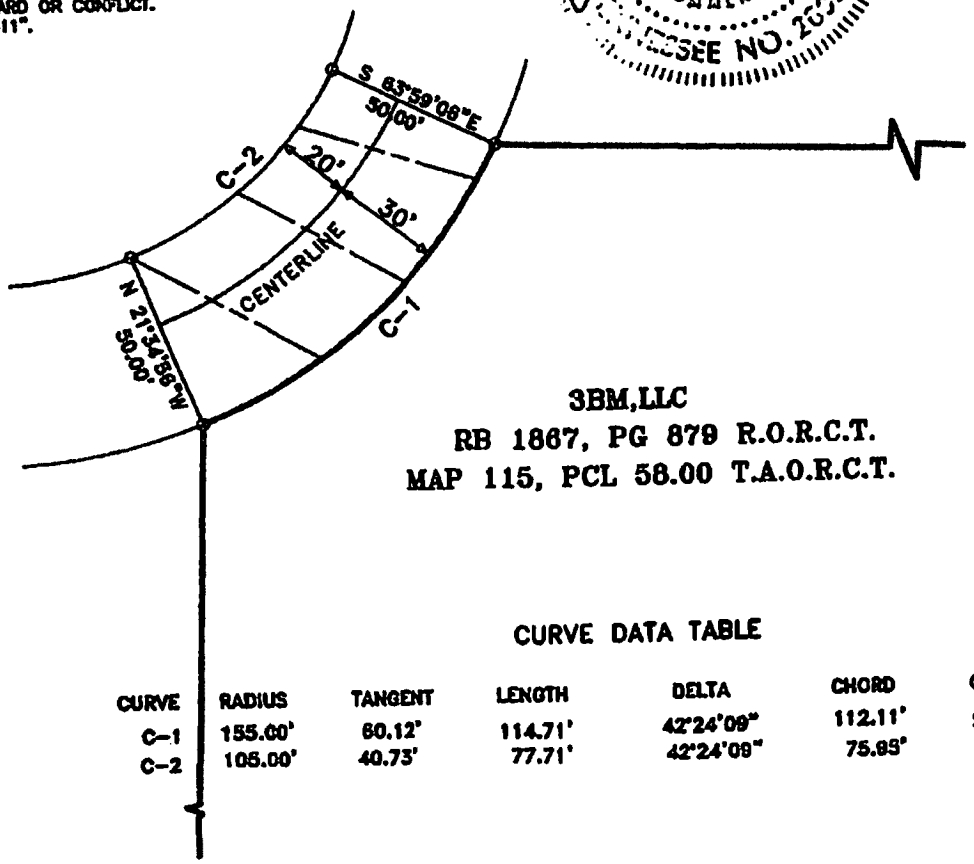
NOTE:
THIS SURVEY WAS PREPARED FROM CURRENT DEEDS OF RECORD AND DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE. THIS SURVEY IS SUBJECT TO ANY STATE OF FACTS A CURRENT AND ACCURATE TITLE SEARCH MAY OR WILL REVEAL.

NOTE:
THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UTILITIES. UTILITIES, IF SHOWN HEREON, ARE AS PER INFORMATION FURNISHED BY THE ASSOCIATED UTILITY AUTHORITY AND ARE APPROXIMATE. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES, IF SHOWN, COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES, IF SHOWN, HEREON ARE IN THE EXACT LOCATION INDICATED. THEREFORE, THE SIZE, TYPE, AVAILABILITY AND ACTUAL LOCATION OF ANY AND ALL UTILITIES SHOULD BE VERIFIED PRIOR TO MAKING ANY DECISION RELATIVE TO THIS PROPERTY.

IN TENNESSEE IT IS A REQUIREMENT OF THE "UNDERGROUND UTILITY DAMAGE PREVENT ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION OF ANY TYPE MUST NOTIFY ALL KNOWN UTILITY OWNER(S), NO LESS THAN (3) NOR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. TENNESSEE ONE CALL "811".

NOTE:
RIGHT-OF-WAY SHOWN ACCORDIND TO A PREVIOUS SURVEY BY STEVEN ARTZ DATED 02/19/19, AND THE ROBERTSON COUNTY HIGHWAY ROAD DEPT. LIST.





3BM,LLC
RB 1867, PG 879 R.O.R.C.T.
MAP 115, PCL 58.00 T.A.O.R.C.T.

CURVE DATA TABLE

CURVE	RADIUS	TANGENT	LENGTH	DELTA	CHORD	CH.BEARING
C-1	155.00'	60.12'	114.71'	42°24'09"	112.11'	S 47°12'59"W
C-2	105.00'	40.73'	77.71'	42°24'09"	75.95'	N 47°12'59"E

50 0 50 100 150

GRAPHIC SCALE – FEET

SURVEY FOR
CITY OF GREENBRIER
GREENBRIER CEMETERY ROAD

SCALE	DRAWN BY	APPROVED	DATE
1" =50'	T.E.W.	T.E.W.	02/01/20

12TH CIVIL DISTRICT
ROBERTSON COUNTY
TENNESSEE

DRAWING NO.
COGIB

ANTHONY T. BOLLINGER, R.L.S.
119 FISHER DRIVE
GREENBRIER, TENNESSEE 37073
615/218-0169

Beginning at an existing Iron Bar Monument marking the most west northwest corner of 3BM,LLC in RB 1867, PG 879 R.O.R.C.T., and in the southeasterly margin of Greenbrier Cemetery Road; Thence leaving said 3BM, LLC crossing said Greenbrier Cemetery Road N 21°34'56" W, 50.00' to a point in the northwesterly margin of said Greenbrier Cemetery Road; Thence with said margin and a curve to the left (I= 42°24'09", R= 105.00', & CB= N 47°12'59" W, 75.95'), L= 77.71'; Thence now leaving said northwesterly margin S 63°59'06" E, 50.00' to an existing Iron Bar Monument in the southeasterly margin of said Greenbrier Cemetery Road; Thence with said margin and a curve to the right (I= 42°24'09", R= 155.00', & CB= S 47°12'59" W, 112.11'), L= 114.71' to the point of beginning containing 0.110 acres.

HOOVER Requested a Motion at: 7_45_36 PM
STUBBLEFIELD Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520061 A RESOLUTION TO APPROVE THE ABANDONMENT OF A SECTION OF GREENBRIER CEMETERY ROAD

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520062

A RESOLUTION TO APPROVE DELINQUENT TAX COMMITTEE SALE RECOMMENDATIONS

WHEREAS, two (2) properties are currently owned by the City of Springfield, Tennessee and Robertson County from past property tax sales, being those items marked as 1-2 on that attached Exhibit "A"; and

WHEREAS, offers to purchase each of these properties has been made by those persons and in those amounts as indicated on Exhibit "A" and

WHEREAS, as to these properties the City has previously approved these offers to purchase and the County Delinquent Tax Committee has reviewed these offers and recommends the acceptance of the offers, with the bid amounts to be divided pro-rata between the City and County based upon the amount of taxes owed.

NOW, THEREFORE, BE IT RESOLVED, by the Robertson County Commission, meeting in regular session this the 15th day of June, 2020, that such bids are accepted and the County Mayor is hereby authorized to execute on behalf of the County any and all documents as necessary to accept these offers for the purchase of the Counties' interest in these delinquent tax properties including the execution of a deed to the successful bidders..

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES, County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

EXHIBIT "A"

CITY OF SPRINGFIELD

City-Owned Real Estate Offer Form

I/We, the undersigned, submit an offer of $ 13,500.00 to the City of Springfield, Tennessee (and Robertson County, Tennessee, if applicable) to purchase certain property identified on the Robertson County Tax Rolls as Parcel No. 080B B 018.00 with the physical address stated as follows 107 11th Ave W Springfield.

I/We acknowledge that this offer is binding to purchase the property if accepted by the City of Springfield Board of Mayor and Aldermen (and Robertson County Government, if applicable). I understand that the submission of my offer is subject to being published in a newspaper and/or the city's website and other means for the purpose of soliciting offers to purchase. My offer is valid until either revoked in writing or another offer is accepted by the city on the same property.

If my offer is accepted, I will remit the entire purchase price within thirty (30) days of the date of acceptance or be subject to legal action and judgment against me by the City of Springfield (and Robertson County Government, if applicable). Upon payment, I will be issued a Quitclaim Deed legally granting me the interest in the property held upon conveyance by the City of Springfield (and Robertson County Government, if applicable). I understand that any interest in the property that I receive may be subject to a right of redemption, and I am responsible for the necessary due diligence on my rights and responsibilities.

Offeror Name:	Offeror Phone:
Venture 24 LLC	615-384-5506
Offeror Address: 800 S. Main St. Springfield, TN 37172	
Offer Price: 13,500.00	Current Possession: ☐ City of Springfield ☒ City of Springfield & Robertson County, Jointly
Address of Property Upon Which Offer is Made: 107 11th Ave W. Springfield	
Brief Description of Intended Development on the Property: Build single family Home	

This offer to purchase is submitted on this the 27th day of December, 2019.

Signature of Offeror

CITY OF SPRINGFIELD

City-Owned Real Estate Offer Form

I/We, the undersigned, submit an offer of $ 350.00 to the City of Springfield, Tennessee (and Robertson County, Tennessee, if applicable) to purchase certain property identified on the Robertson County Tax Rolls as Parcel No. 088J A 049.00 with the physical address stated as follows Willow St. Lot.

I/We acknowledge that this offer is binding to purchase the property if accepted by the City of Springfield Board of Mayor and Aldermen (and Robertson County Government, if applicable). I understand that the submission of my offer is subject to being published in a newspaper and/or the city's website and other means for the purpose of soliciting offers to purchase. My offer is valid until either revoked in writing or another offer is accepted by the city on the same property.

If my offer is accepted, I will remit the entire purchase price within thirty (30) days of the date of acceptance or be subject to legal action and judgment against me by the City of Springfield (and Robertson County Government, if applicable). Upon payment, I will be issued a Quitclaim Deed legally granting me the interest in the property held upon conveyance by the City of Springfield (and Robertson County Government, if applicable). I understand that any interest in the property that I receive may be subject to a right of redemption, and I am responsible for the necessary due diligence on my rights and responsibilities.

Offeror Name:	Offeror Phone:
Philip Dorris	615-533-1254
Offeror Address: P.O. Box 176 Springfield, TN 37172	
Offer Price: 350	**Current Possession:** ☐ City of Springfield ☒ City of Springfield & Robertson County, Jointly
Address of Property Upon Which Offer is Made: Willow St. Lot	
Brief Description of Intended Development on the Property: Hold it	

This offer to purchase is submitted on this the 27th day of Dec., 2019.

Signature of Offeror

HOOVER Requested a Motion at: 7_45_36 PM
B. MOORE Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520062 A RESOLUTION TO APPROVE DELINQUENT TAX COMMITTEE SALE RECOMMENDATIONS

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520063

RESOLUTION TO DECLARE SURPLUS PROPERTY

WHEREAS, Robertson County, Tennessee, is the owner of certain equipment, as set forth in the attached list; and

WHEREAS, these items have been used by the Robertson County IT Department, are no longer used by the Robertson County IT Department, and it is requested that the Robertson County Commission declare this property surplus as provided by Tennessee Code Annotated, and authorize the sale and/or disposing of said items.

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2020 that these items on the attached list, previously used by the Robertson County IT Department, are declared to be surplus property, and the County Mayor is hereby directed to execute a Bill of Sale or such other documents for said items.

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES, County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

USE CODE BELOW TO DESIGNATE REASON FOR SURPLUS:
Code 1: Surplus: Excess-functional and available for reuse.
Code 2: Surplus: Obsolete-technologically out of date. In working order, has been replaced.
Code 3: Disposal/Scrap: Broken, unable to repair (give description in column marked "Remarks")

Robertson County Government
523 S Brown Street
Springfield, TN 37172

Robertson County IT Department
Declaration of Surplus Equipment

Quantity	Description	Make	Type	Office	Code	Remarks
16	Monitor	HP	17"	General Sessions	2	Replaced with newer
3	Monitor	Sony	19"	Finance	2	Replaced with newer
2	Monitor	HP	17"		2	Replaced with newer
2	Monitor	HP	19"		2	Replaced with newer
3	Monitor	HP	20"		2	Replaced with newer
2	Monitor	HP	19"		2	Replaced with newer
1	Monitor	Viewsonic	20"		2	Replaced with newer
1	Monitor	Compaq	15 CRT		3	Broken
1	Monitor	HP	22"		2	Replaced with newer
1	Monitor	Viewsonic	22"		3	Broken
1	Monitor	Dell	17"		3	Replaced with newer
6	PC's	LGC		Finance	2	Replaced with new. Hard drives removed.
1	Printer	HP Inkjet			3	Replaced with newer
1	Printer	HP LaserJet	P2015		3	Broken.Replaced with newer
1	PC	EMachine		Archives	2	Replaced with newer. Hard drive removed
42	Keyboards	Various			2	Replaced with newer
31	Mice	Various			2	Replaced with newer
1	Printer	Lexmark		Elections	3	Broken
4	Monitor	Dell	19"	Elections	2	Replaced with newer

HOOVER Requested a Motion at: 7_45_36 PM
COUTS Seconded the Motion at: 7_45_36 PM

RESOLUTION NO. 061520063 A RESOLUTION TO DECLARE SURPLUS PROPERTY – IT DEPARTMENT

Time of Vote: 7_45_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

#43

RESOLUTION NO. 061520064

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2020 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
Other Charges	Building Purchases	58400-732	460,000
Total Expense Amendment	(Funds to Purchase the Doctor's Plaza Building Located Across the Street from the Robertson County Office Building on Brown Street.)		460,000
Total Fund Balance Amendment			(460,000)

Duly passed and approved this 15th day of June, 2020.

County Commissioner

William A Doyle
County Mayor

Duly passed and approved this 20th day of July, 2020.

County Commissioner

William A Doyle
County Mayor

ATTEST:

Angie H. Groves
County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

HOOVER Requested a Motion at: 7_53_22 PM
ROBERTS Seconded the Motion at: 7_53_22 PM

RESOLUTION NO. 061520064 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020 – GENERAL FUND
1ST READING
Time of Vote: 7_55_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	ABSTAINED
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (21 Y - 0 N – 1 Abstained - 2 Absent)

HOOVER Requested a Motion at: 7_59_52 PM
HOGAN Seconded the Motion at: 7_59_52 PM

RESOLUTION NO. 061520064 A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2020 – GENERAL FUND
2nd READING

Time of Vote: 8_00_21 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	Y
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (22 Y - 0 N - 2 Absent)

RESOLUTION NO. 061520065

A RESOLUTION TO ESTABLISH DISPOSAL FEES AT THE ROBERTSON COUNTY SOLID WASTE DEPARTMENT

WHEREAS, Robertson County, Tennessee operates the Robertson County Solid Waste Department including fees for acceptance and disposal of solid waste at the facility, Brush fees, and Tire fees; and

WHEREAS, the County Solid Waste Committee has reviewed the fees previously charged and recommends an increase in those fees as set forth herein, and it is the purpose of this Resolution to approve those new fees.

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 15th day of June, 2020 that the County Mayor is hereby authorized and directed to execute that effective with the passage of this Resolution, the solid waste disposal fee for "in County waste" will increase from $54.00 per ton to $60.00 per ton, and "out of County waste" fees will increase from $64.00 per ton to $75.00 per ton. The Brush fees are established at $40 per ton and Tire fees are established at $100 a ton.

Passed this the 15th day of June, 2020, to be effective on July 1, 2020, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES
County Clerk

ANGIE H. GROVES, COUNTY CLERK
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

HOOVER Requested a Motion at: 7_53_22 PM
EDEN Seconded the Motion at: 7_53_22 PM

RESOLUTION NO. 061520065 A RESOLUTION TO ESTABLISH DISPOSAL FEES AT THE ROBERTSON COUNTY SOLID WASTE DEPARTMEMENT

Time of Vote: 7_55_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	ABSTAINED
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (21 Y - 0 N – 1 Abstained - 2 Absent)

RESOLUTION NO. 061520066

A RESOLUTION TO AUTHORIZE COUNTY MAYOR TO EXECUTE A SALE CONTRACT TO PURCHASE CERTAIN IMPROVED REAL PROPERTY

WHEREAS, a Tennessee Limited Liability Company, CM, LLC, is the owner of certain property located at 514 South Brown Street, in Springfield, Tennessee, referred to herein as "the Property"; and

WHEREAS, the Property adjoins other property owned by Robertson County on Brown Street; and

WHEREAS, the County has been in discussion with the property owners for some time concerning the possible purchase by the County of the Property, and the parties have reached a tentative agreement concerning the County purchase of the property as set forth herein, and the County Commission desires to authorize the County Mayor to execute a Contract of Sale for the purchase of the Property.

NOW, THEREFORE, BE IT RESOLVED, that the Robertson County Commission, meeting in regular session this the 15th day of June, 2020, does hereby authorize the County Mayor to take the following actions relative to the purchase by the County of the Property:

1. To execute a Sales Contract between the County and the Owner upon the following terms:

    a. The Purchase Price will be $460,000.00 per the appraisal performed by Mark Young Real Estate Appraisals dated April 2, 2020;

    b. County representatives have made a satisfactory inspection of the Property, and the County will purchase the Property in a "AS IS" and "WHERE IS" condition, provided the property is in the same condition at closing as of the date of sale Contract;

    c. The Contract will provide for no earnest money;

    d. The date of closing will be on or before 60 days from date of Contract.

    e. The Buyer will pay for the deed and the parties will equally share the cost of an owner's title insurance policy and a customary closing fee. The County will pay to record its deed;

    f. Such other terms as may be customary and reasonable as determined by the County Mayor;

    g. As a contingency of closing, the Contract will provide that a lease will be entered into, whereby the County leases back the Property to the current

owner for a period of up to December 31, 2021, at a monthly rent of approximately $4,000 per month, with the owner to be responsible for the property taxes, the building and property maintenance during the lease, and with the current owner to keep all insurance in place naming the County as owner and additional insured, together with other terms as may be agreed upon.

Passed this the 15th day of June, 2020, to be effective on the date of its passage, the public welfare requiring it.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES, County Clerk



HOOVER Requested a Motion at: 7_53_22 PM
GLOVER Seconded the Motion at: 7_53_22 PM

RESOLUTION NO. 061520066 A RESOLUTION TO AUTHORIZE COUNTY MAYOR TO EXECUTE A SALE CONTRACT TO PURCHASE CERTAIN IMPROVED REAL PROPERTY

Time of Vote: 7_55_52 PM
Type of Vote: 50% Needed to Pass
Note: Abstain Votes are NOT counted.

MAYOR VOGLE does not vote

COUTS voted:	Y
JACKSON voted:	ABSENT
EDEN voted:	Y
HOOVER was	Y
GREGORY voted:	Y
ROBERTS voted:	Y
BROWN voted:	Y
WADE voted:	Y
DELONG voted:	ABSTAINED
SPAIN voted:	Y
S. MOORE voted:	Y
WILSON voted:	Y
STROUD voted:	Y
AYRES voted:	Y
DORRIS voted:	Y
STUBBLEFIELD voted:	Y
BRADLEY voted:	Y
HOGAN voted:	Y
GLOVER voted:	Y
B. MOORE voted:	Y
HALEY voted:	Y
GRAY voted:	Y
BOWENS voted:	ABSENT
WOODARD voted:	Y

Passed (21 Y - 0 N – 1 Abstained - 2 Absent)