STATE OF TENNESSEE

COUNTY OF ROBERTSON

TERM OCTOBER 16, 2023, REGULAR SESSION

Be it remembered that the Board of Commissioners of Robertson County, Tennessee, met in open public session, at the Robertson County Juvenile Courtroom in Springfield, Tennessee, on the 16th day of October 2023, at 7:00 PM.

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

A roll call was taken, and the following County Commissioners were present to-wit: Ayres, Brinkley, Couts, Delong, M. Dorris, Haley, Hart, Head-Hieber, Hogan, Martin, Moore, Morgan, Pierce, Roberts, Rummel, Stroud, Stubblefield, Suttle, White, Wilson, and Woodard. Commissioners Jackson, B. Dorris, and Summers were not present.

The invocation was given by Bro. Ed Baumgarten, followed by the pledge to the flag.

MINUTES OF PREVIOUS MEETING

On motion by Commissioner Roberts, and seconded by Commissioner Head-Hieber, 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 of the Employee Flu Shots, Scair-Port Spook Tacular, EMS meeting, and Leadership Middle TN coming to Robertson County. Chamber President, Jordan Osborne, recognized the Commissioners that had just completed the Elected Official Leadership Robertson County. Commissioner Rummel described his experience with the program. Mr. Ed Andrews invited everyone to the Dayspring Academy Fish Fry.

REPORTS

The following reports were received, filed, and approved by voice vote on motion made by Commissioner Haley and seconded by Commissioner Hogan: Highway Commission 7.1, Trustee 7.2, Animal Control 7.3, Fire 7.4, Planning & Zoning 7.5, Solid Waste 7.6, Veterans Service 7.7, Emergency Management Agency 7.8, Emergency Medical Services Finance 7.9, and Finance 7.10. (Reports are on file in the Clerk's office and included in the online minutes.)

ELECTIONS AND APPOINTMENTS

There were none at this time.

REZONING RESOLUTIONS PUBLIC HEARING

Chief Deputy of Planning, Hunter Mantooth, presented the Rezoning Resolution Request. A public hearing was held before the agenda of rezoning resolutions. Kim Looney, representing the owners, explained their intentions with the property. Todd Perkins, Mike Dickey, Brad Smart, Scott and Jeanie Sirey, Ray and Candy Carr, of Cedar Grove Road voiced their concerns with the property. There being no further comments, the public hearing was closed.

REZONING RESOLUTIONS

REZONE JACOB AND ALEXIS LOONEY – TO TABLE

RESOLUTION NO. 101623108, a resolution to rezone a tract of land from AG-2 (Agricultural/Residential) to R-40 (Low Density Residential) was presented. Commissioner Stroud made a motion to table the resolution to give time for the rezoning to go back to Planning & Zoning to determine the Restrictions, with a second by Commissioner Roberts. The motion was approved to be tabled by roll call vote. (Resolution and Roll Call included.)

INCREASE DEVELOPMENT OFFICE FEES BY ADOPTING THE 2023 ROBERTSON COUNTY DEVELOPMENT OFFICE FEE SCHEDULE FOR PERMITS, INSPECTIONS AND PLANNING AND ZONING, AND TO REPEAL ANY RESOLUTIONS OF PARTS OF RESOLUTIONS THAT CONFLICT HEREWITH

RESOLUTION NO. 101623109, a resolution to increase Development Office fees by adopting the 2023 Fee Schedule was presented. Commissioner Head-Hieber made a motion to approve and seconded by Commissioner Stroud. After much discussion, the motion was approved by roll call vote. (Resolution and Roll Call included.)

AMEND THE BUILDING CODES BY ADOPTING THE 2018 INTERNATIONAL BUILDING CODE, INCLUDING APPENDIXES A THRU J AND THE INTERNATIONAL RESIDENTIAL CODE INCLUDING APPENDIXES A THRU J AND M THRU P, EXCEPT FOR SECTION R313.2 AND CHAPTER 11, AND TO REPEAL ANY RESOLUTIONS OR PARTS OF RESOLUTIONS THAT CONFLICT HEREWITH

RESOLUTION NO. 101623110, a resolution to amend the Building Codes adopting the 2018 International Building Code was presented. Codes & Inspections Administrator, Trent Cobb, explained that this needed to be updated. Commissioner Stubblefield made a motion to approve and seconded by Commissioner Head-Hieber. The motion was approved by roll call vote. (Resolution and Roll Call included.)

RESOLUTIONS

AMEND BUDGET YEAR ENDING JUNE 30, 2024 (GENERAL FUND)

RESOLUTION NO. 101623111, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Roberts. Motion was approved by roll call vote. (Resolution and Roll Call included.)

AMEND BUDGET YEAR ENDING JUNE 30, 2024
(GENERAL FUND)

RESOLUTION NO. 101623112, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Roberts. Motion was approved by roll call vote. (Resolution and Roll Call included.)

AMEND BUDGET YEAR ENDING JUNE 30, 2024
(GENERAL FUND)

RESOLUTION NO. 101623113, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts 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, 2024
(DRUG CONTROL FUND)

RESOLUTION NO. 101623114, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Roberts. Motion was approved by roll call vote. (Resolution and Roll Call included.)

AMEND BUDGET YEAR ENDING JUNE 30, 2024
(GENERAL FUND)

RESOLUTION NO. 101623115, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Head-Hieber. Motion was approved by roll call vote. (Resolution and Roll Call included.)

AMEND BUDGET YEAR ENDING JUNE 30, 2024
(GENERAL FUND)

RESOLUTION NO. 101623116, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Woodard. Motion was approved by roll call vote. (Resolution and Roll Call included.)

AMEND BUDGET YEAR ENDING JUNE 30, 2024
(GENERAL FUND)
1ST READING

RESOLUTION NO. 101623117, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Roberts. After much discussion, motion was approved by roll call vote. (Resolution and Roll Call included.)

Commissioner Brinkley made the motion to suspend the rules and proceed with the second reading of Resolution No. 101623117. Commissioner Moore seconded the motion. Motion failed by voice vote.

AUTHORIZING ROBERTSON COUNTY TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVSION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

RESOLUTION NO. 101623118, a resolution authorizing Robertson County to join the State of Tennessee in amending the Opioid Abatement Agreement was presented. Commissioner Couts made motion to approve and seconded by Commissioner Head-Hieber. Motion was approved by roll call vote. (Resolution and Roll Call included.)

AMEND PRIOR RESOLUTIONS RELATIVE TO PILOT IN-LIEU-OF TAX PAYMENTS AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF ROBERTSON

RESOLUTION NO. 101623119, a resolution authorizing Robertson County to join the State of Tennessee in amending the Opioid Abatement Agreement was presented. Commissioner Couts made motion to approve and seconded by Commissioner Roberts. After much discussion, motion was approved by roll call vote. (Resolution and Roll Call included.)

APPROVE NEW FIRE SERVICE CITY CONTRACTS AND VOLUNTEER DONATION AGREEMENTS

RESOLUTION NO. 101623120, a resolution to approve new Fire City Contracts and Volunteer Donation Agreements was presented. Commissioner Moore made motion to approve and seconded by Commissioner Couts. Commissioner Brinkley brought it to everyone's attention that the contract dates were incorrect in the packet. Commissioner Moore assured everyone that the correct dates of July 1, 2023, and June 30, 2025 are on the agreements. After much discussion, 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, 2024 (GENERAL CAPITAL PROJECTS FUND) 1ST READING

RESOLUTION NO. 101623121, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Stubblefield. Motion was approved by roll call vote. (Resolution and Roll Call included.)

Commissioner Couts made the motion to suspend the rules and proceed with the second reading of Resolution No. 101623121. Commissioner Head seconded the motion. Motion was passed by voice vote.

AMEND BUDGET YEAR ENDING JUNE 30, 2024
(GENERAL CAPITAL PROJECTS FUND)
2ND READING

RESOLUTION NO. 101623121, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Haley. Motion was approved by roll call vote. (Resolution and Roll Call included.)

Commissioner Head-Hieber made the motion to suspend the rules and proceed with the second reading of Resolution No. 101623117. Commissioner B. Dorris seconded the motion. Motion passed by voice vote.

AMEND BUDGET YEAR ENDING JUNE 30, 2024
(GENERAL FUND)
2nd READING

RESOLUTION NO. 101623117, a resolution amending the budget of Robertson County, Tennessee for the fiscal year ending June 30, 2024, was presented. Commissioner Couts made motion to approve and seconded by Commissioner Haley. Motion was approved by roll call vote. (Resolution and Roll Call included.)

Commissioner Rummel asked that the Finance Committee evaluate our Bond Status over the next five years. Chairman Hogan agreed that an evaluation would be administered.

NOTARIES

The following were elected to the office of Notary Public on motion by Commissioner Hogan and seconded by Commissioner Moore: Victra J. Bumgardner, Rhonda A. Burnette, Albert Cartner, Caitlyn Catalan, Emily Cowan, Sherrie Dallas, Esther F. Davis, Jessica Day, Teresa M. Deweese, Grace L. Donoho, Moses Green, Dawn Renee Huestis, Donella Johnson, Brandice Lynn, Lisa Melton, Rose C. Parker, Rebecca Hatfield Smith, Mary Stevanus, Lorri A. Talbott, Hope Walton, Troy A Wiley, Pamela L. Williams. Motion approved by voice vote.

There being no further business, the meeting was adjourned at 8:40 p.m. by motion from Commissioner M. Dorris and seconded by Commissioner Brinkley. 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
XVI
AGRICULTURE
COMMERCE
ROBERTSON COUNTY, TN

Session started at: 7:00:25 PM

Robertson County Commission

==========

Roll Call: Quorum Present (22 Present, 3 Absent)

Present: MAYOR VOGLE, COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

Absent: JACKSON, BILLY R DORRIS, SUMMERS

Roll Call began at: 07:00:59 PM (Elapsed time: 00:00:05)

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

MEMORANDUM

TO: The Robertson County Commission Members
FROM: Ross "Traye" Fann, P.E. R. T.
DATE: October 9, 2023

The Robertson County Commission will hold its monthly meeting on Monday, October 16, 2023, at 7:00 P. M., in the Judicial Complex, 2nd Floor, Robertson County Office Building, Springfield, Tennessee. The following items have been placed on the agenda for your review.

Zoning Map Amendment Requests

Rezoning Request AG-2 to R-40
Resolution No. 101623108 – Jacob and Alexis Looney: Request to Rezone 5.21 acres from *AG-2* to *R-40* located on Cedar Grove Rd., Tax Map 062, Parcel 103.08 (1st Voting District).

The Planning Commission recommended approval by a vote of 7-0.

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

TF:hbm
Enclosures

Robertson County Commission Resolution No. 101623108

A RESOLUTION OF THE ROBERTSON COUNTY COMMISSION TO REZONE 5.21 ACRES OF PROPERTY LOCATED AT 8926 CEDAR GROVE ROAD, CROSS PLAINS, MORE PARTICULARLY IDENTIFIED AS TAX MAP 062, PARCEL 103.08. FROM AG-2 TO R-40, AND TO REPEAL ANY RESOLUTIONS OR PARTS OF RESOLUTIONS THAT CONFLICT HEREWITH.

Whereas, Jacob and Alexis Looney request to rezone 5.21 acres of Tax Map 062, Parcel 103.08, located on Cedar Grove Road, from AG-2 to R-40; and

Whereas, supporting documentation of the rezoning request is attached hereto as Exhibit A: Application Packet and Exhibit B: Staff Report from Planning Commission, with additional application information available to the public in the Robertson County Development Office; and

Whereas, the Robertson County Planning Commission evaluated and recommended the request at their September 28, 2023, regular meeting, finding the size of the subject parcel dimensionally appropriate for the R-40 zoning designation, and water availability present.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ROBERTSON COUNTY, TENNESSEE THAT:

1. The Zoning Atlas of Robertson County, Tennessee be amended by rezoning Tax Map 062, Parcel 103.08, located on 8926 Cedar Grove Road, from AG-2 to R-40; and
2. Any Resolutions or parts of Resolutions in conflict herewith shall be repealed.

THIS RESOLUTION SHALL BE IN EFFECT IMMEDIATELY AFTER ITS PASSAGE, THE PUBLIC WELFARE DEMANDING IT.

Approved and adopted the _____day of _____, 2023.

_____
Robertson County Mayor

ATTEST: _____
Robertson County Clerk

ROBERTSON COUNTY DEVELOPMENT OFFICE
ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET, SPRINGFIELD, TENNESSEE 37172
615-384-3666

Application for Rezoning

Applicant Information:
Name: JACOB & ALEXIS LOONEY
Mailing Address (No P.O. Boxes, please): 8926 CEDAR GROVE ROAD CROSS PLAINS TN 37049
Email: JACOBLOONEY17@YAHOO.COM
Telephone Number: 615-681-5445

Applicant's Representative Information:
Name: JEFF CHANDLER
Name of Firm: CHANDLER SURVEYING
Mailing Address (No P.O. Boxes, please): 3421 COOPER NICHOLSON ROAD PLEASANT VIEW TN 37146
Email: CHANDLERSURV@YAHOO.COM
Telephone Number: 615-746-5900

Property Information:
Address: 8926 CEDAR GROVE ROAD
Tax Map and Parcel Number: 062 PARCEL 103.08
Current Zoning Designation: AG2
Requested Zoning Designation: R40

Will this property be subdivided (or combined) in some way within the next year? (Yes) No

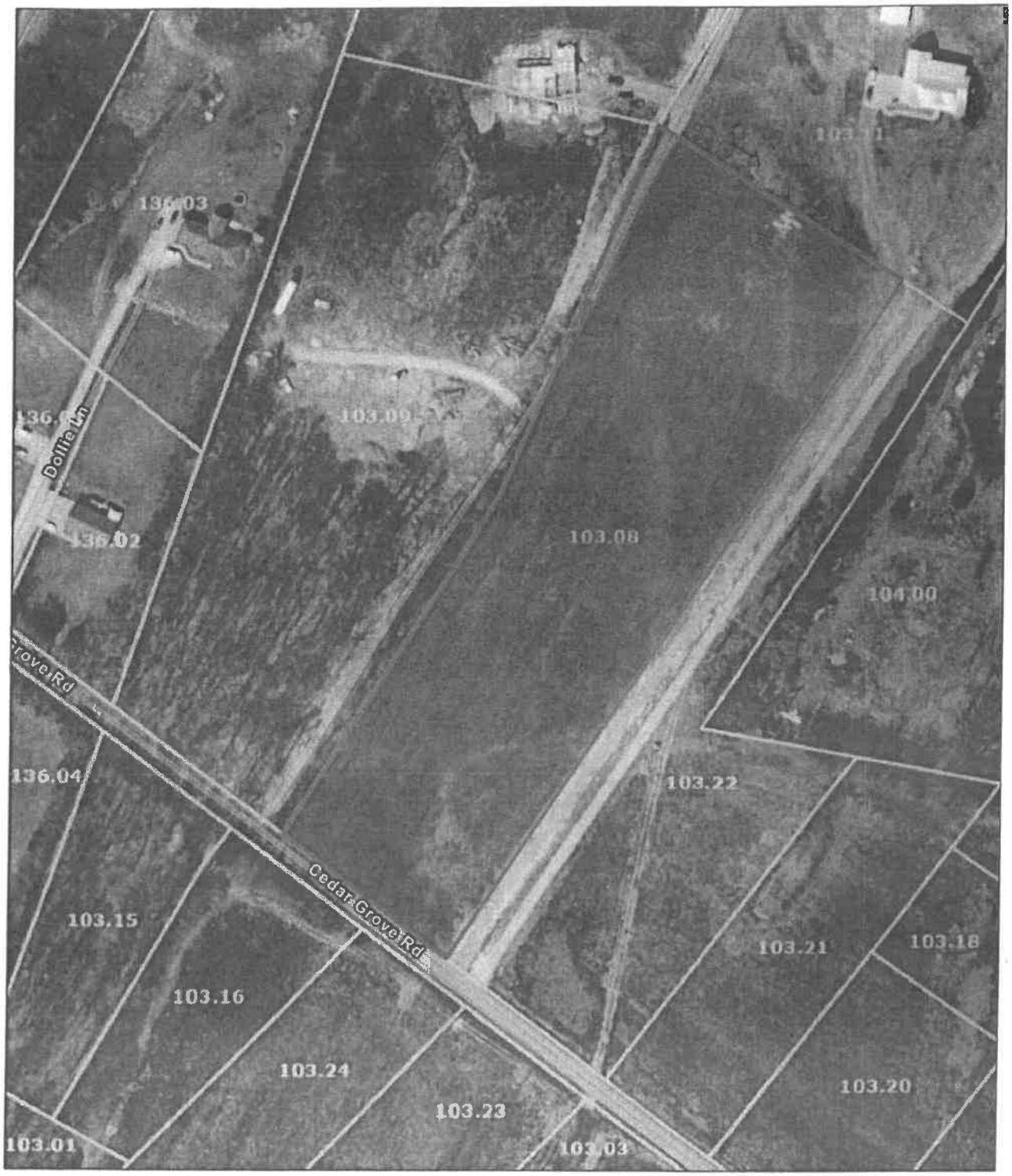
Purpose of rezoning request:
WOULD LIKE TO REZONE IN ORDER TO SUBDIVIDE THE PROPERTY INTO TWO LOTS

SUBMITTAL REVIEW PROCEDURE:

1. Deliver three (3) copies of this application & any supporting materials to the Planning & Zoning Department before or by the final due date (Please see attached schedule- the "Corrections Due" does not apply to this type of application)
2. Provide copy of deed to prove ownership.
3. Provide aerial photograph of the property from TN Property Viewer
4. Pay the review fee.
5. Email a .PDF of the application & supporting materials (items 1-3) to hmantooth@robertsontn.org
6. Attend the Planning Commission meeting. Be ready to present and answer questions. **Failure to appear at the Planning Commission meeting may result in the denial of the application.**

7/3/23 7/3/23 — Owner of Record Signature & DATE
7/31/2023 — Applicant's Signature & DATE

Robertson County - Parcel: 062 103.08



Date: July 31, 2023

County: Robertson
Owner: LOONEY ALEXIS M ETVIR
Address: CEDAR GROVE RD 8926
Parcel Number: 062 103.08
Deeded Acreage: 5.21
Calculated Acreage: 0
Date of TDOT Imagery: 2021
Date of Vexcel Imagery: 2021

1:2,257

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

GENERAL NOTES

1. BEARING SYSTEM IS DERIVED FROM TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83) ZONE 4100. UNLESS OTHERWISE NOTED DISTANCES AND COORDINATES RECITED ARE BASED ON GROUND MEASUREMENTS, NO SCALE FACTOR APPLIED.

2. G.P.S. EQUIPMENT USED TO ESTABLISH GRID NORTH: CARLSON BRX 7 DUAL FREQUENCY RECEIVER.

3. PROPERTY SUBJECT TO ANY AND ALL FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH. NO TITLE REPORT WAS FURNISHED TO THE SURVEYOR PRIOR TO SURVEY.

4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.

5. IN TENNESSEE IT IS A REQUIREMENT OF THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER(S), NO LESS THAN (3) NOR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THE INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-800-351-1111 UTILITIES NOT CHECKED.

6. SURVEYORS LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR WHOSE NAME APPEARS UPON THIS SURVEY.

7. THIS PROPERTY WAS PREPARED FROM CURRENT DEEDS AND PLATS OF RECORD AND DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS A CURRENT AND ACCURATE TITLE SEARCH MAY REVEAL. THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO ALL COVENANTS, RIGHT-OF-WAYS, EASEMENTS, AND RESTRICTIONS WHETHER IMPLIED OR OF RECORD.

GPS METADATA

Type of GPS field procedure :	Real-time Kinematic Network
Positional Accuracy Vectors does not exceed :	H0.0404, V0.076835364
Date of survey :	July 7 - November 11, 2022
Datum and Epoch Coordinates :	USA/NAD83/TN
Designation of fixed-control :	TN31
Geoid Model :	ContinentalUS_NGS2018
Combined grid factor(s) :	1.000000



I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AS DEFINED BY THE STANDARDS OF PRACTICE AS ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS, AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10000 AS SHOWN HEREON.

JEFFREY P. CHANDLER
RLS 2353

JEFFREY PATRICK CHANDLER
TENNESSEE NO. 2353

CHANDLER SURVEYING
3421 COOPER NICHOLSON ROAD
PLEASANT VIEW, TN. 37146
(615) 746-5900 FAX (615) 746-6420
email: chandlersurv@yahoo.com

PROJECT INFORMATION: BEING THE SAME PROPERTY DESCRIBED IN RECORD BOOK 2181, PAGE 751 REGISTER'S OFFICE OF ROBERTSON COUNTY, TN.

REVISIONS: JULY 31, 2023

CLIENT INFORMATION: JACOB LOONEY, 8926 CEDAR GROVE ROAD, CROSS PLAINS, TN 37049

REZONE

DRAWN	JORDAN C.	DATE	NOV. 2, 2022
APPROVED	JEFF C.	DATE	NOV 23, 2022
SCALE	1" = 100'	SHEET	ONE OF ONE
MAP AND PARCEL	MAP 062, PARCEL 103.08		
CURRENTLY ZONED	AG2 TO R40		
PROJECT NO.	3-181		

Robertson County Development Office
Agenda Review Sheet
Planning Commission Meeting
September 28, 2023

Applicant: Jacob and Alexis Looney
Surveyor: Jeff Chandler

Request: Rezone ***5.21 acres*** of Tax Map 062 Parcel 103.08 from AG-2 to R-40



Figure 1: TN Property Viewer, Tax Map 062, Parcel 103.08 in entirety Is highlighted.

Property Information:

- Tax Map 062, Parcel 103.08
- 8926 Cedar Grove Rd., Cross Plains
- Total lot acreage: 5.21 acres (226,948 sq. ft.)
- **Rezone Request: 5.21 acres (226,948 sq. ft.)**

Project Narrative:
R-40 Minimum Requirements
Minimum Lot Size: 40,000 sq. ft.
Front: 50'
Side: 20'
Rear: 30'
Min. Lot Width @ Front Bldg. Setback Line: 150'
Min Road Frontage: 50'
Maximum Height: 35'
Max Bldg. Coverage: 40%.

Discussion & Observations:
The applicant wishes to rezone 5.21 *acres*. The subject property has a mixture of zones in the immediate vicinity with varying lot sizes.
Please see Exhibit 1 for zoning map exhibit.

The applicant's request to rezone R-40 appears to be dimensionally appropriate.

**** END COMMENTS ****

Exhibit 1

Austin Peay University Zoning Map

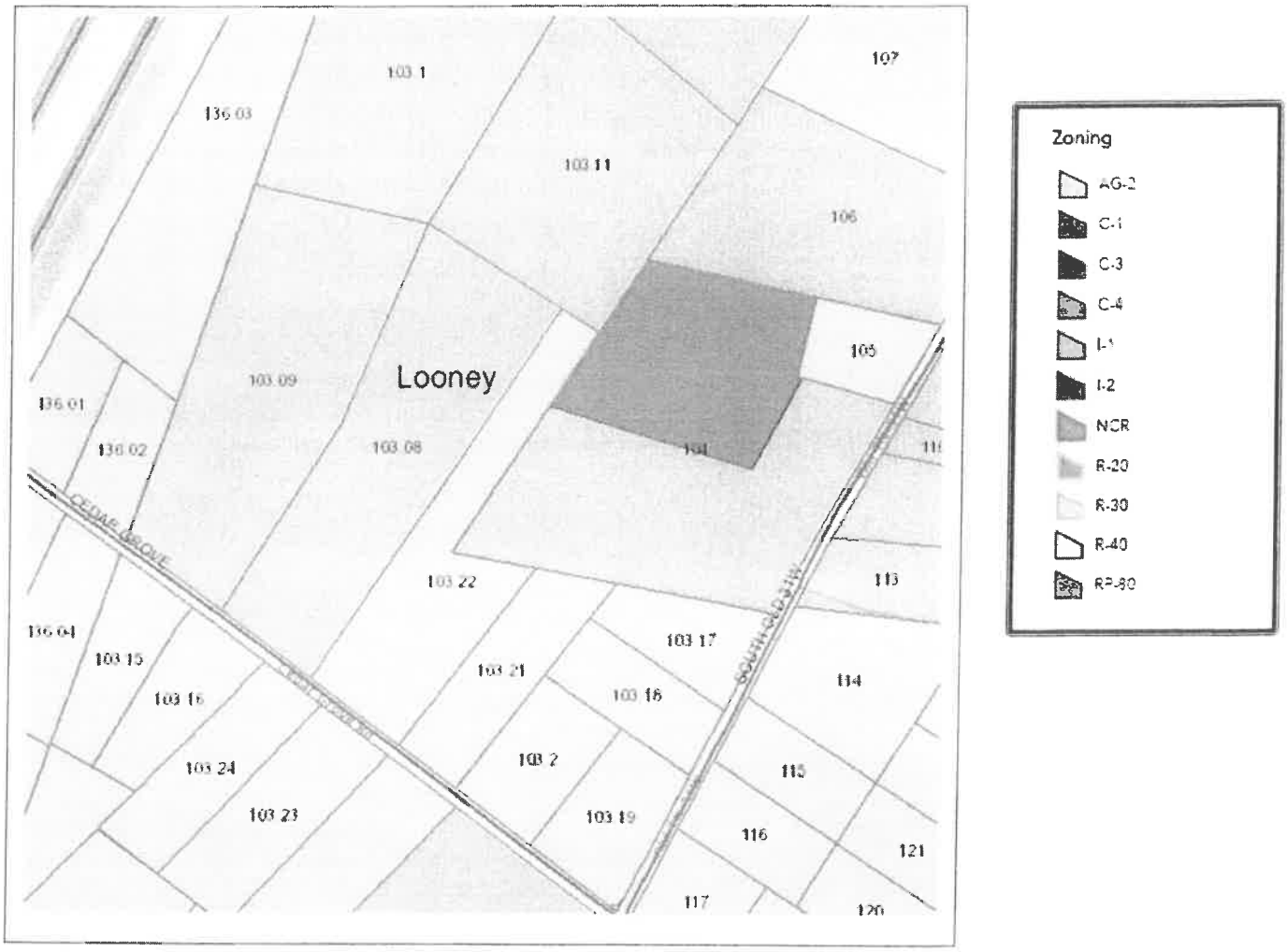


TABLE 6-5-A

DIMENSIONAL REQUIREMENTS FOR SINGLE FAMILY DWELLINGS IN AGRICULTURAL AND RESIDENTIAL DISTRICTS

	AG-1	AG-2	RP-80	R-40	R-30	R-20
Minimum Lot Size (sq. ft.)	15 ac.	130,000	80,000	40,000	30,000	20,000
Without Public Water		218,000	218,000	N.P.	N.P.	N.P.
Minimum Lot Width (ft.) at Building Setback Line [3]	400	250	175	150	125	100
Minimum Road Frontage (ft.) [1]	50	50	50	50	50	50
Minimum Front Yard Setback (ft.)[2]	100	75	60	50	40	30
Minimum Side Yard Setback (ft.)[2]	50	30	25	20	15	10
Without Public Water		50	50	N.P.	N.P	N.P.
Minimum Rear Yard Setback	50	40	35	30	25	20
Without Public Water		50	50	N.P.	N.P	N.P.
Maximum Height (ft.) [4]	35	35	35	35	35	35
Maximum Building Coverage (% of lot)	10	25	30	40	45	50

[1] Does not apply to lots on the circular portion of a cul-de-sac or lots with access by an ingress/egress easement.

[2] Setback measured from right-of-way line or property line. Setbacks along private streets shall be the same as along local streets.

[3] Lot widths shall be increased by twenty-five (25) percent for all roads providing direct access to and arterial or collector road as designated on the Robertson County Major Thoroughfare Plan. Developments using combined driveways or private roads as access are exempt from this provision.

[4] No more than three (3) full or partial stories entirely above grade.

Notes:

I In overlay districts: greater requirements may apply. See any relevant overly district regulations.

II A corner lot has two (2) front yard setbacks. The property owner shall designate the front yard and the side yard for his corner lot. The rear setback shall be on the opposite side of the lot from the designated front yard setback.

III A through lot has two (2) front setbacks but no rear setback.

IV On a corner lot of record with a width of at least forty (40) feet, the side street setback may be reduced, if necessary, to yield a buildable with equal to sixty (60) percent of the lot width. However, the side street setback shall not be reduced to less than forty (40) feet from a major thoroughfare or minor thoroughfare right-of-way line.

V For any lot of record with a depth of at least seventy-five (75) feet, the street setback and the rear setback may be reduced, if necessary, to yield a buildable depth equal to forty (40) percent of the lot depth. The rear setback shall be reduced first, but not below fifteen (15) feet. However, the front yard setback shall not be reduced to less than forty (40) feet from a major thoroughfare right-of-way line.

6-5.2 AG-2 Agricultural/Residential District

A. District Description

This district is designed to provide suitable open space for agricultural uses and very low density residential development. It shall consist primarily of single family detached dwellings, agricultural uses and their accessory uses. This district shall be located in those areas of the county that shall retain an optimum of open spaces to maintain a rural setting yet affords limited residential development that is conducive to maintaining an agricultural setting. This district shall remain agricultural in nature with limited community facilities, commercial and residential development. The application of this district is appropriate in rural areas of the adopted 2040 comprehensive Growth and Development Plan.

6-5.3 RP-80 Rural Preservation District

A. District Description

This district is designed to provide suitable open space for agricultural uses and very low density residential development. It shall consist primarily of single family detached dwellings, agricultural uses and their accessory uses. This district shall be located in those areas of the county that shall retain an optimum of open spaces to maintain a rural setting yet afford residential developments a minimum of urban character. This district is a transition zone between the agricultural areas and the more urban zone residential districts. The application of this district is appropriate in rural areas of the adopted 2040 comprehensive Growth and Development Plan.

6-5.4 R-40 Low Density Residential District

A. District Description

This district is designed to provide suitable areas for low density residential development where appropriate infrastructure is available characterized by an open appearance. Most generally, the residential development will consist of single-family detached dwellings and accessory structures, but the district may also include community facilities, public utilities and open uses which serve specifically the residents of this district or which are benefited by an open residential environment without creating objectionable or undesirable influences upon such development. It is the express purpose of this resolution to exclude from this district all buildings or other structures and uses having commercial characteristics whether operated for profit or otherwise, except that special exceptions and home occupations shall be considered as not having such characteristics if they otherwise conform to the provisions of this resolution. The application of this district is appropriate in Sub-Urban and General Urban areas of the adopted 2040 comprehensive Growth and Development Plan.

Resolution #101623108 TO TABLE

Rezone Jacob and Alexis Looney, Rezone 5.21 acres, AG-2 to R-40

Cedar Grove Road, 1st Voting District

Agricultural/Residential to Low Density Residential

Discussion began at: 07:43:42 PM (Elapsed time: 00:43:17)

Motion by STROUD 7:43:50 PM

Second by ROBERTS 7:43:52 PM

Voting began at: 07:44:57 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 07:45:10 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 7:45:10 PM

Robertson County Commission Resolution No. 101623109

A RESOLUTION OF THE ROBERTSON COUNTY COMMISSION TO INCREASE DEVELOPMENT OFFICE FEES BY ADOPTING THE 2023 ROBERTSON COUNTY DEVELOPMENT OFFICE FEE SCHEDULE FOR PERMITS, INSPECTIONS AND PLANNING AND ZONING, AND TO REPEAL ANY RESOLUTIONS OR PARTS OF RESOLUTIONS THAT CONFLICT HEREWITH.

Whereas, the Robertson County Commission has adopted the 2023 Robertson County Development Office Fee Schedule.to promote the general welfare of the citizens of Robertson County, and,

Whereas, supporting documentation of the fee increase request is attached hereto as **Exhibit A: Present Day Fee Schedule**, **Exhibit B: Proposed Fee Schedule**, and **Exhibit C: Comparison of Fees**, with additional information available at the public in the Robertson County Development Office; and

Whereas, the Robertson County Planning Commission evaluated and recommended the planning and zoning fee increase in their September 28, 2023, regular meeting, finding the proposal was appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ROBERTSON COUNTY, TENNESSEE THAT:

1. The 2023 Robertson County Development Office Fee Schedule be adopted and made a part of this resolution; and
2. Any Resolutions or parts of Resolutions in conflict herewith shall be repealed.

THIS RESOLUTION SHALL BE IN EFFECT IMMEDIATELY AFTER ITS PASSAGE, THE PUBLIC WELFARE DEMANDING IT.

Approved and adopted the 16th **day of** October, **2023.**

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

William A Fogle
Robertson County Mayor

ATTEST: Angie H. Groves
Robertson County Clerk

ROBERTSON COUNTY RESIDENTIAL PERMIT FEE SCHEDULE

RESOLUTION NO. 041921040

Effective April 20,2021

This fee schedule is established by the Robertson County Commission and is subject to change at any time.

Single Wide Mobile Homes Permit	$350.00
New Residential Construction, Including Doublewide mobile homes, modular homes, Additions, covered porches, garages, carports, Storage buildings.	
Type A (Includes Zoning Compliance Permit)	$ .35 per sq. ft.
Type B (Building Permit Only)	$ .35 per sq. ft.
Residential Remodeling	$ .25 per sq. ft.
Swimming Pools	
Above Ground Pool	$50.00
In Ground Pool	$50.00
House Moving Permit	$175.00
Documents and Records Fee	$ 5.00

Commercial and Industrial Permit Fee Schedule

Total Valuation	Fee
$1,000 and less	No fee, unless inspection required, in which case a $30.00 fee for each inspection shall be charged.
$1,001 - $15,000	$30.00 for the first $2,000 plus $8.00 for each additional thousand or fraction thereof, to and including $15,000.
$15,000 - $50,000	$134.00 for the first $15,000 plus $7.00 for each additional thousand or fraction thereof, to and including $50,000.
$50,000 - $100,000	$379.00 for the first $50,000 plus $6.00 for each additional thousand or fraction thereof, to and including $100,000.
$100,000 - $500,000	$655.00 for the first $100,000 plus $4.50 for each additional thousand or fraction thereof, to and including $500,000.

$500,000 - and up	$2,455.00 for the first $500,000 plus $3.50 for each additional thousand or fraction thereof.
Signs Permits	$55.00 for the first $1,000.00 plus $3.00 for each additional thousand or fraction thereof.
Plumbing Permits	$ 75.00 for new and existing construction.
Mechanical Permits	$ 75.00 for new and replacement construction.
Documents and Records Fee	$ 5.00

Permit fees apply to all new construction and the replacement of any existing construction. Building permits are good for two (2) years, but if construction is not commenced within six (6) months the permit shall expire. Permits may be renewed for a period not to exceed one year provided the renewal is applied for prior to the permit expiring.

Permits for swimming pools are good for six (6) months and can only be renewed for three (3) months providing the pool is not capable of holding water.

Construction Prior to Obtaining a Permit: When construction is commenced prior to a Zoning Compliance Permit being obtained the permit fee shall be double the amount set out in this section.

ROBERTSON COUNTY PLANNING AND ZONING FEE SCHEDULE

RESOLUTION NO. 041921040

Effective April 20,2021

This fee schedule is established by the Robertson County Commission and is subject to change at any time.

Residential Subdivision Plat Review Fees	
Minor Plats (1-5 Lots)	$ 70.00 plus $ 7.00 per lot
Preliminary Plats	$140.00 plus $14.00 per lot.
Final Plats	$ 70.00 plus $ 7.00 per lot.
Construction Plans	$140.00 plus $14.00 per acre
Reviews Requiring Outside Engineering Review	Billed on Actual Cost from Vendor

Commercial/Industrial Subdivision Plat Review Fees	
Preliminary Plats	$210.00 plus $20.00 per lot.
Final Plats	$ 70.00 plus $ 7.00 per lot.
Construction Plans	$210.00 plus $20.00 per acre.
Reviews Requiring Outside Engineering Review	Billed on Actual Cost from Vendor

* All outside engineering fees shall be paid prior to the secretary of the Planning Commission signing the final plat.

Site Plans (Residential, Commercial and Industrial)	
Agricultural and Single Family Residential Uses	$ 70.00 plus $ 7.00 per acre.
Multi-family Residential and Commercial Uses	$140.00 plus $14.00 per acre.
Light, General and Heavy Industrial Uses	$210.00 plus $20.00 per acre.
Special Impact Uses	
Preliminary Site Plans	$3,500.00 plus $14.00 per acre.
Final Site Plans	$3,500.00 plus $15.00 per acre.
Planned Unit Developments	$ 425.00 plus $ 7.00 per acre.
Rezoning Request	
Changes to AG-1, AG-2. RP-80, R-40 and R-30	
Five (5) acres or less	$175.00 plus $12.00 per acre
Greater than five (5) acres	$460.00 plus $12.00 per acre
Changes to R-20, C-1, C-2, C-3 and C-4	
Three (3) acres or less	$230.00 plus $12.00 per acre
Greater than three (3) acres	$460.00 plus $12.00 per acre
Changes to I-1 and I-2	
Three (3) acres or less	$350.00 plus $12.00 per acre
Greater than three (3) acres	$575.00 plus $12.00 per acre
Changes to I-3	
All tract sizes	$3,000.00 plus $10.00 per acre

Changes for Planned Unit Developments All tract sizes	$575.00 plus $10.00 per acre
Rezonings in Springfield Planning Region	$100.00
Reviews Requiring Outside Engineering Review	Billed on Actual Cost from Vendor

* All outside engineering fees shall be paid prior to any building permit being issued.

Board of Zoning Appeals	$190.00
Construction Board of Appeals	$350.00
Adequate Facilities Tax	
Residential	$ 1.50 per sq. ft.
Commercial/Industrial	$ 0.30 per sq. ft.
Documents and Records Fee	$ 5.00

PROPOSED FEE INCREASE

ROBERTSON COUNTY DEVELOPMENT OFFICE FEE SCHEDULE

Residential Permit Fee Schedule

New Residential Construction, Including all mobile homes, modular homes, Additions, covered porches, garages, carports, Storage buildings.	$ .70 per sq. ft.
Residential Remodeling	$ .50 per sq. ft.
Plumbing Inspection Commercial and Residential	$ 100.00 (paid with permit fee)
Mechanical Inspection Commercial and Residential	$ 100.00 (paid with permit fee)
Additional Reinspection	$ 50 for first reinspection TO BE PAID IN ADVANCE $100 for second or more reinspection TO BE PAID IN ADVANCE
Miscellaneous Inspection for Pre-existing Homes	$ 250.00
Adequate Facilities Tax	$ 1.50 per sq. ft.
Administrative Fee if required inspections are not completed before Certificate of Occupancy Request	$ 250.00
Swimming Pools	
Above Ground Pool	$ 100.00
In Ground Pool	$ 250.00
House Moving Permit	$ 250.00
Signs Permits	$ 150.00 per sign
Documents and Records Fee	$ 5.00

Commercial and Industrial Permit Fee Schedule

Total Valuation	Fee
$1,000 and less	$ 50.00
$1,001 - $50,000	$ 375.00
$50,001 - $100,000	$ 500.00
$100,001 - $500,000	$1,500.00
$500,001 and up	$5,000.00
Adequate Facilities Tax	$.30 per sq. ft.
Documents and Records Fee (Added to every transaction)	$ 5.00

Construction Prior to Obtaining a Permit: When construction is commenced prior to a Zoning Compliance Permit being obtained the permit fee shall be double the amount set out in this section.

This fee schedule is established by the Robertson County Commission and is subject to change at any time.

Planning and Zoning Fees

Residential Subdivision Plat Review Fees

Minor Plats (1-4 Lots)	
Final Plats	$ 250.00
Major Plats (5 or more lots)	
Preliminary Plats when required	$ 100.00
Final Plats	$ 250.00
Construction Plans	$ 500.00
Traffic Study Review Fee	$1,000.00

Commercial/Industrial Subdivision Plat Review Fees

Preliminary Plats when required	$ 500.00
Final Plats	$ 750.00
Construction Plans	$1,000.00

Site Plans (Residential, Commercial and Industrial)

Administrative Review	$ 300.00
Planned Unit Development Review	$1,000.00
PUD Revision	$ 500.00
Mixed Use Development Review	$1,000.00
MUD Revision	$ 500.00

Rezoning Request

Residential	
1 – 4 lots	$ 500.00
5 or more lots	$1,000.00
Commercial and Industrial	
1 – 4 lots	$ 500.00
5 or more lots	$ 750.00
Administrative Fee – Verification Letter	$100 per lot

Zoning Appeals

Administrative Review - Temporary	$ 250.00
Board Review – Permanent	$ 500.00
Documents and Records Fee	$ 5.00
Sign Fee for Advertising at Property 1 for every road frontage	$25.00 for first sign $15.00 for each additional sign

COMPARISON OF FEES

Fee Type	Original Fee	Proposed Fee	Amount of Increase	Amount Collected July 2022 - July 2023	Projected Amount Collected with New Fees	Funds Gained with Increase
RESIDENTIAL						
New Construction: Mobile homes, modular homes Additions, Garages, Covered Porches, Carports, Storage Buildings	$ .35 per sq. ft.	$ .70 per sq. ft.	$ .35 per sq. ft.	$344,757.44	$689,514.88	$344,757.44
Remodeling	$ .25 per sq. ft.	$ .50 per sq. ft.	$ .25 per sq. ft.	$6,036.41	$12,072.82	$6,036.41
Plumbing Inspection	$75.00	$100.00	$25.00	$18,375.00	$24,500.00	$6,125.00
Mechanical Inspection	$75.00	$100.00	$25.00	$15,750.00	$21,000.00	$5,250.00
Reinspections - First		$50.00	$50.00	New	$7,500.00	$7,500.00
Reinspections - Second or More		$100.00	$100.00	New	$3,000.00	$3,000.00
Adequate Facilities Tax	$1.50 per sq. ft	No Increase	$0	$2,586,313.80	No increase	
Administrative Fee (if no inspect before CO Request)		$250.00	$250.00	New	New	New
Above Ground Swimming Pool	$50.00	$100.00	$50.00	$1,750.00	$3,500.00	$1,750.00
In Ground Swimming Pool	$50.00	$250.00	$200.00	$3,150.00	$15,750.00	$12,600.00
House Moving Permits	$175.00	$250.00	$75.00	None in 2022		
Sign Permits	$55.00	$150.00	$95.00	$220.00	$600.00	$380.00
Document and Records Fee	$5.00	No Increase	$0	No increase	No increase	

Fee Type	Original Fee	Proposed Fee	Amount of Increase	Amount Collected July 2022 - July 2023	Projected Amount Collected with New Fees	Funds Gained with Increase
COMMERCIAL						
$1,000 or less	no fee	$50.00	$50.00	$0	$0	$0
$1,001 - $50,000	$134.00	$375.00	$241.00	$344.00	$375.00	$31.00
$50,001 - $100,000	$379.00	$500.00	$121.00	$0	$0	$0
$100,001 - $500,000	$1,500.00	$2,000.00	$500.00	$7,500.00	$10,000.00	$2,500.00
$500,001 and up	$4,205.00	$5,000.00	$795.00	$0	$0	$0
Adequate Facilities Tax	$.30 per sq. ft.	No Increase	$0	No increase	No increase	
Document and Records Fee	$5.00	No Increase	$0	No increase	No increase	

Fee Type	Original Fee	Proposed Fee	Amount of Increase	Amount Collected July 2022 - July 2023	Projected Amount Collected with New Fees	Funds Gained with Increase
RESIDENTIAL SUBDIVISION PLAT REVIEW						
Minor Plats (1 - 4 lots)						
Final Plats	$70.00 + $7/lot	$250.00	$165.00	$3,595.00	$10,750.00	$7,155.00
Major Plats (5 or more lots)						
Preliminary Plats (when required)	$140 + $14/lot	$500.00		$0	$0	$0
Final Plats	$70 + $7/lot	$250.00	$54.00	$2,745.00	$3.500.00	$755.00
Construction Plans	$140 + $14/acre	$1,000.00	$524.00	$1,429.00	$3,000.00	$1,571.00
Traffic Study Review Fee		$1,000.00	$1,000.00	New	New	New
Commercial/Industrial Subdivsion						
Preliminary Plats (when required)	$210 + $20/lot	$500.00		$0	$0	$0
Final Plats	$70 + $7/lot	$750.00		$0	$0	$0
Construction Plans	$210 + $20/acre	$1,000.00	$517.00	$483.28	$1,000.00	$517.00
Site Plans						
Adminstrative Review	$70 + $7/acre	$300.00		$0	$0	$0
Mixed Unit Development	$140 + $14/acre	$1,000.00		$0	$0	$0
Planned Unit Development	$425 + $7/acre	$1,000.00		$0	$0	$0

Fee Type	Original Fee	Proposed Fee	Amount of Increase	Amount Collected July 2022 - July 2023	Projected Amount Collected with New Fees	Funds Gained with Increase
REZONING REQUEST						
Residential (1 - 4 lots)	Ranged from $175 - $230 + $12/acre	$500.00	$295.00 estimated	$6,346.00	$15,500.00	$9,154.00
Residential (5 or more lots)	$460 + $12/acre	$1,000.00	$255.00 estimated	$11,892.00	$16,000.00	$4,108.00
Commercial/Industrial (1 - 4 lots)	Ranged from $230 - $350 + $12/acre	$500.00		$0		
Commercial/Industrial (5 or more lots)	Ranged from $460 - $575 + $12/acre	$750.00		$0		
Adminstrative Fee - Verification Letter		$100 per lot	$100 per lot	New	New	New
ZONING APPEALS						
Administrative Review Temporary Request		$250.00	$250.00	New	New	New
Board Review Permanent Request	$190.00	$500.00	$310.00	$3,800.00	$10,000.00	$6,200.00
Sign Fee for Advertising at Property 1 for every road frontage		$25.00 - 1st sign $15.00 - Additional Signs	$25.00 - 1st sign $15.00 - Additional Signs	New	New	New
Document and Records Fee	$5.00	No Increase	$0	No increase	No increase	

Resolution #101623109

Increase Development Office Fees by adopting the 2023

Robertson County Development Office Fee Schedule for Permits, Inspections,

and Planning & Zoning, and to Repeal any Resolutions

or Parts of Resolutions that Conflict Herewith

Discussion began at: 07:47:44 PM (Elapsed time: 00:47:19)

RUMMEL was recognized at 7:49:14 PM (Elapsed time: 00:48:48)

Motion by HEAD-HIEBER 7:52:14 PM

Second by STROUD 7:52:15 PM

Voting began at: 07:52:49 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 07:52:59 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 7:52:59 PM

Robertson County Commission Resolution No. 101623110

A RESOLUTION OF THE ROBERTSON COUNTY COMMISSION TO AMEND THE BUILDING CODES BY ADOPTING THE 2018 INTERNATIONAL BUILDING CODE, INCLUDING APPENDIXES A THRU J AND THE 2018 INTERNATIONAL RESIDENTIAL CODE INCLUDING APPENDIXES A THRU J AND M THRU P, EXCEPT FOR SECTION R313.2 (ONE AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS) AND CHAPTER 11 (ENERGY EFFICIENCY) , AND TO REPEAL ANY RESOLUTIONS OR PARTS OF RESOLUTIONS THAT CONFLICT HEREWITH.

Whereas, the Robertson County Commission has adopted a building code to promote the general welfare of the citizens of Robertson County, and,

Whereas, the 2012 International Building Code, including Appendixes A thru J, as published by the International Code Council, and the 2012 International Residential Code, including Appendixes A thru J and M thru P as published by the International Code Council, which is now outdated,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ROBERTSON COUNTY, TENNESSEE THAT:

1. The 2012 International Building Code, including Appendixes A thru J, to be repealed and the 2018 International Building Code, including Appendixes A thru J to be adopted and made a part of this resolution by reference in its place pursuant to authority granted by Tennessee Code Annotated 5-1-116; and

2. The 2012 International Residential, including Appendixes A thru J and M thru P, be repealed and the 2018 International Residential Building Code, including Appendixes A thru J and M thru P be adopted and made a part of this resolution by reference in its place, except for the following, Section R313.2, One and two-family dwellings automatic fire systems pursuant to Tennessee Code Annotated 61-120-101 9a/ (8) and Chapter 11 Energy Efficiency pursuant to authority granted by Tennessee Code Annotated 5-1-116.

BE IT FURTHER RESOLVED that it shall be unlawful for any person to violate or fail to comply with any provision of these codes as adopted by reference.

THIS RESOLUTION SHALL BE IN EFFECT IMMEDIATELY AFTER ITS PASSAGE, THE PUBLIC WELFARE DEMANDING IT.

Approved and adopted the 16th day of October, 2023.

William A Boyle
Robertson County Mayor

ATTEST: Angie H. Groves
Robertson County Clerk

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

Resolution #101623110

Amend the Building Codes by Adopting the 2018 International Building Code,

Including Appendixes A thru J and the 2018 International Residential Code

Including Appendixes A thru J and M thru P, except for Section R313.2

and Chapter 11, and to Repeal any Resolutions or Parts of Resolutions that Conflict Herewith

Discussion began at: 07:53:08 PM (Elapsed time: 00:52:43)

Motion by STUBBLEFIELD 7:55:51 PM

Second by HEAD-HIEBER 7:55:52 PM

Voting began at: 07:56:04 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 07:56:09 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 7:56:09 PM

RESOLUTION NO. 101623111

#10

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2024 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
County Mayor	Clerical Personnel	51300-162	33,150
County Mayor	Social Security Tax	51300-201	2,055
County Mayor	State Retirement	51300-204	2,261
County Mayor	Medicare Tax	51300-212	481
Other Charges	Employee Insurance	58400-205	17,000
Contributions to Agencies	Robertson Soil Conserve Dist. (USDA)	58500-316-850	(54,947)
Total Expense Amendment			0
	(This Balanced Budget Amendment, Decreases the Contribution to Agency for The Robertson County Soil Conservation District (USDA) and Places a Full-Time Employee in the County Mayor's Budget, Same as Current USDA Employee.)		
Total Fund Balance Amendment			0

Duly passed and approved this 16th day of October, 2023.

Bobby Cook
County Commissioner

William A Sofe
County Mayor

ATTEST:

Angie H. Groves
County Clerk

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

Resolution #101623111

Amend the Budget for the Fiscal Year Ending June 30, 2023

General Fund - Full Time Employee for Mayor's Budget

USDA Employee

Discussion began at: 07:56:41 PM (Elapsed time: 00:56:16)

Motion by COUTS 7:57:04 PM

Second by ROBERTS 7:57:06 PM

Voting began at: 07:57:42 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 07:58:07 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 7:58:07 PM

RESOLUTION NO. 101623112

#11

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2024 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			
Ambulance Service	Clerical Personnel	55130-162	(92,576)
Ambulance Service	Licensed Vehicle Capital Outlay	55130-718	(78,000)
Ambulance Service	Medical Personnel	55130-131	154,804
Ambulance Service	Overtime Pay / Holiday Pay	55130-187	15,772
Total Expense Amendment			0
	(This Balanced Budget Amendment Decreases the Clerical Line Item and the Licensed Vehicle Capital Outlay Line Item in the Ambulance Service Budget. As Per Brent Dyer, EMS Director, The Medical Personnel & The Overtime Line Items Need to be Increased.)		
Total Fund Balance Amendment			0

Duly passed and approved this 16th day of October, 2023.

Bobby Smith
County Commissioner

William A Sogle
County Mayor

ATTEST:

Angie H. Groves
County Clerk

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

Resolution # 101623112

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Fund - EMS - Increase Medical Personnel & Overtime

Discussion began at: 07:58:12 PM (Elapsed time: 00:57:47)

Motion by COUTS 7:58:19 PM

Second by ROBERTS 7:58:21 PM

Voting began at: 07:59:00 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 07:59:06 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 7:59:06 PM

RESOLUTION NO. 101623113

#12

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2024 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
State of Tennessee	Other State and Health Grant	46390	135,000
Total Revenue Amendment			135,000
Expense Amendments			
Health Department	Other Charges - Administer Insulin	55110-599-INSUL	210,000
Restricted Reserve-INSUL	Restricted Reserves to Admin Insulin	34630-INSUL	(210,000)
Health Department	Various Capital Outlay	55110-799	135,000
Total Expense Amendment			135,000
	(Place Reserves set aside in the Health Dept. Budget to Administer Insulin to Indigent Patients in Robertson County.) (State of Tennessee Grant for a Permanent Awning to be Attached to the Health Department. Grant Rolled over from FY2023.)		
Total Fund Balance Amendment			0

Duly passed and approved this 16th day of October, 2023.

Bobby Lynch
County Commissioner

William A Goble
County Mayor

ATTEST:

Angie H. Groves
County Clerk

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

Resolution # 101623113

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Fund - Administer Insulin to Indigent Patients

and a Permanent Awning for the Health Department

Discussion began at: 07:59:13 PM (Elapsed time: 00:58:48)

Motion by COUTS 7:59:20 PM

Second by STUBBLEFIELD 7:59:23 PM

Voting began at: 07:59:40 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 07:59:58 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 7:59:58 PM

#13

RESOLUTION NO. 101623114

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2024 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
Drug Control Fund - 122			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expenses			
Drug Control Department	Various Capital Outlay	54150-799	20,000
Restricted for Public Safety	Restricted for Public Safety	34525	(20,000)
Total Expense Amendment	(Fenced Area/Store Seized Vehicles)		0
Total Fund Balance Amendment	For Drug Control Fund 122		0
General Fund - 101			
Revenue Amendments			
State of Tennessee	Remainder of FY2023 Grant for Jail	47250	1,900
State of Tennessee	Jail Grant (Training Tools/Storage)	47250	14,907
Total Revenue Amendment			16,807
Expense Amendments			
Sheriff Department	Various Capital Outlay	54110-799	1,900
Sheriff Department	Various Capital Outlay	54110-799	14,907
Total Expense Amendment	(State Grants for the Jail - Purchase Training Tools and Storage Equip.)		16,807
Total Fund Balance Amendment	For the General Fund 101		0

Duly passed and approved this 16th day of October, 2023.

Bobby Lowe
County Commissioner

William Joyce
County Mayor

ATTEST:

Angie H. Groves
County Clerk

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

Resolution # 101623114

Amend the Budget for the Fiscal Year Ending June 30, 2024

Drug Control Fund & General Fund - Jail Fenced Area/Store Seized

Vehicles, Training Tools & Storage Equipment

Discussion began at: 08:00:05 PM (Elapsed time: 00:59:39)

Motion by COUTS 8:00:10 PM

Second by ROBERTS 8:00:11 PM

Voting began at: 08:00:27 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:00:34 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:00:34 PM

#14

RESOLUTION NO. 101623115

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2024 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			
Archives	Other Contracted Services - Microfilming	51910-399-451	11,250
Restricted Reserve-ARCHV	Restricted Reserves for Archives Mgt.	34510-ARCHV	(11,250)
Total Expense Amendment			0
	(This Balanced Budget Amendment, Will Pay for the Documents Currently Awaiting Processing and Allows the Continuation of Microfilming for this Current Year in the Archives Department.)		
Total Fund Balance Amendment			0

Duly passed and approved this 16th day of October, 2023.

County Commissioner

County Mayor

ATTEST:

County Clerk

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

Resolution # 101623115

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Fund - Archives Microfilming

Discussion began at: 08:00:42 PM (Elapsed time: 01:00:16)

Motion by COUTS 8:00:46 PM

Second by HEAD-HIEBER 8:00:48 PM

Voting began at: 08:01:06 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:01:14 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:01:14 PM

#15

RESOLUTION NO. 101623116

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2024 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
Other Local Revenues	Miscellaneous Refunds	44170	26,202
Total Revenue Amendment			26,202
Expense Amendments			
Finance Department	Various Capital Outlay - Computers	52100-799	26,202
Total Expense Amendment			26,202
	(Purchase New Server and Work Stations for the Finance Department And All necessary Hardware Equip Required for a Complete System. Plus 3 Filing Cabinets.)		
Total Fund Balance Amendment			0

Duly passed and approved this 16th day of October, 2023.

Bobby Lauch
County Commissioner

William A Joyce
County Mayor

ATTEST:

Angie H Groves
County Clerk

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

Resolution # 101623116

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Fund - New Servers and Workstations- Finance Department

Discussion began at: 08:01:22 PM (Elapsed time: 01:00:57)

Motion by COUTS 8:01:27 PM

Second by WOODARD 8:01:30 PM

Voting began at: 08:01:48 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:01:55 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:01:55 PM

#16

RESOLUTION NO. 101623117

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2024 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Fund - 101			
Revenue Amendments			
Other Sources (NonRevenue)	Insurance Recovery	49700	662,097
Total Revenue Amendment			662,097
Expense Amendments			
Fire Protection Services	Adams Fire Department	54310-310-101	35,000
Fire Protection Services	Cross Plains Fire Department	54310-310-201	116,964
Fire Protection Services	Greenbrier Fire Department	54310-310-301	75,725
Fire Protection Services	North Robertson Fire Department	54310-310-340	130,875
Fire Protection Services	Orlinda Fire Department	54310-310-401	100,000
Fire Protection Services	Pleasant View Fire Department	54310-310-501	127,350
Fire Protection Services	Ridgetop Fire Department	54310-310-601	30,000
Fire Protection Services	White House Fire Department	54310-310-901	144,500
Total Expense Amendment	(Insurance Reimbursement for Storm Damage To Robertson County Office Building Roof-Storm-March 3, 2023. Extra Funding Required for Volunteer Fire Department Services.)		760,414
Total Fund Balance Amendment			(98,317)

Duly passed and approved this 16th day of October, 2023.

Bobby Council
County Commissioner

William A Goyle
County Mayor

Duly passed and approved this ~~20~~16th day of ~~November~~October, 2023.

Bobby Council
County Commissioner

William A Goyle
County Mayor

ATTEST:

Angie H. Groves
County Clerk

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

Resolution # 101623117 1st Reading

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Fund - Fire Protection Services Distributions

Discussion began at: 08:02:03 PM (Elapsed time: 01:01:37)

Motion by COUTS 8:02:08 PM

Second by ROBERTS 8:02:10 PM

MORGAN was recognized at 8:02:47 PM (Elapsed time: 01:02:22)

BRINKLEY was recognized at 8:06:39 PM (Elapsed time: 01:06:14)

MARTIN was recognized at 8:07:58 PM (Elapsed time: 01:07:33)

RUMMEL was recognized at 8:08:43 PM (Elapsed time: 01:08:18)

STUBBLEFIELD was recognized at 8:11:21 PM (Elapsed time: 01:10:56)

HEAD-HIEBER was recognized at 8:13:16 PM (Elapsed time: 01:12:50)

MOORE was recognized at 8:13:39 PM (Elapsed time: 01:13:13)

ROBERTS was recognized at 8:14:04 PM (Elapsed time: 01:13:39)

HALEY was recognized at 8:16:15 PM (Elapsed time: 01:15:50)

Voting began at: 08:16:31 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:16:51 PM

Result: Passed With 13 Yes Votes Needed (YES: 19, NO: 2, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO: RUMMEL, MARTIN

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:16:51 PM

Resolution # 101623117 - Suspend Rules to proceed to the 2nd Reading

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Fund - Fire Protection Services Distributions

Discussion began at: 08:17:30 PM (Elapsed time: 01:17:04)

Motion by BRINKLEY 8:17:41 PM

Second by MOORE 8:17:43 PM

Voting began at: 08:17:48 PM

Voting Criteria Used: 13 Yes Vote Needed

Results Tallied at: 08:18:02 PM

Result: Failed With 13 Yes Votes Needed (YES: 11, NO: 10, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: BRINKLEY, ROBERTS, PIERCE, DELONG, MOORE, WILSON, AYRES, M. DORRIS, WHITE, HALEY, HEAD-HIEBER

NO: COUTS, SUTTLE, RUMMEL, MARTIN, STROUD, STUBBLEFIELD, HOGAN, MORGAN, HART, WOODARD

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:18:02 PM

Resolution # 101623117 - 2nd Reading

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Fund - Fire Protection Services Distributions

Discussion began at: 08:36:27 PM (Elapsed time: 01:36:02)

Motion by COUTS 8:36:37 PM

Second by HALEY 8:36:39 PM

Voting began at: 08:36:56 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:37:07 PM

Result: Passed With 13 Yes Votes Needed (YES: 20, NO: 1, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO: MARTIN

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:37:07 PM

RESOLUTION NO. 101623118

A RESOLUTION AUTHORIZING ROBERTSON COUNTY TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Robertson County, Tennessee.

WHEREAS, Robertson County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation");

WHEREAS, Robertson County has previously joined settlements with three pharmaceutical distributors and a manufacturer;

WHEREAS, certain pharmaceutical manufacturers and retail pharmacy chains have proposed settlements that Robertson County finds acceptable and in the best interest of the community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

WHEREAS, there is currently proposed legislation that would apply the statutory provisions passed in 2021 to the new manufacturer and retail pharmacy chain settlements;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation ("Settlement Funds");

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), attached hereto as "Exhibit A," sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, amendments to the Tennessee Plan, attached hereto as "Exhibit B," would extend its terms to the proposed settlements, streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer in bankruptcy; and

WHEREAS, participation in the settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ROBERTSON COUNTY, TENNESSEE,

Section 1. That Robertson County finds that the amendments to the Tennessee Plan are in the best interest of Robertson County and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Robertson County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the Robertson County Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit "B" and the County Mayor is hereby authorized to execute any formal agreements necessary to implement a

unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the Robertson County Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Robertson County's agreement to the settlement of claims [and litigation] specifically related to Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, CVS Health Corporation, Walgreen Co., Walmart, Inc., and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the Robertson County Mayor is authorized to take such other action as necessary and appropriate to effectuate Robertson County's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of Robertson County, Tennessee requiring it.

ADOPTED this the 16th day of October, 2023.

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"

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. "2021 Legislation." Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. "Agreement." This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a "state-subdivision opioid abatement agreement" as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a "State-Subdivision Agreement" as defined in the Distributor/J&J Settlement Agreements and a "Statewide Abatement Agreement" as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. "Distributor/J&J Settlements." The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. "Joint Abatement Bankruptcy Plan." A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. "Opioid Abatement Council." The council created by the 2021 Legislation, Sections 3-9.

F. "Relevant Funds." Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. "State." The State of Tennessee.

H. "State-Only Opioid Settlement Agreement." A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. "State Opioid Judgment." A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. "Statewide Opioid Settlement Agreement." A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. "Statutory Bar." A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. "Subdivision." A Tennessee county or municipality.

M. "Subdivision-Only Opioid Settlement Agreement" A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. "Subdivision Opioid Judgment." A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. "Tennessee Opioid Abatement Fund." The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the "State Fund," the "Abatement Accounts Fund," and the "Subdivision Fund."[1] Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.[2] Generally they require that money from all three sub-funds be used for "Opioid Remediation" as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State's general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.[3] Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

---

[1] "State Fund," Abatement Accounts Fund," and "Subdivision Fund" are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements' "Settlement Fund" into which the companies make base and incentive payments pursuant to the settlement agreements.

[2] Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

[3] These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.[4] The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.[5] Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

[4] For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

[5] For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.[6]

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

[6] For example, the provisions related to the default "Government Participation Mechanism" in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state's population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state's population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents ("MME"). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.

2. Non-fatal opioid overdose data shall be weighted at 12.5%.

3. Opioid sales as measured by MME shall be weighted at 25%.

4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county's population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds

allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Exhibit "B"

Summary of 2023 Amendments
to Tennessee State-Subdivision Opioid Abatement Agreement

In addition to being asked to join five new settlements, Tennessee local governments are also being asked to approve amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. There are three proposed amendments, which are summarized below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the three amendments. The full text of the proposed amendments can be found on the following page.

Summary of Amendment 1:

This amendment simply applies the terms of the State-Subdivision Agreement to the five new settlements with Allergan, Teva, CVS, Walgreens, and Walmart. This will ensure that the structure and procedures that apply to the prior settlements with the three national pharmaceutical distributors and Johnson & Johnson will be the same for the new settlements. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

Summary of Amendment 2:

Under the State-Subdivision Agreement, Subdivision Fund allocations for non-litigating municipalities with populations under 30,000 are directed to the counties. Consequently, these municipalities do not receive direct payments, but the money stays with the community. (This provision would continue to apply with the new settlements.) The current language of the provision also places a restriction on the use of the redirected funds, treating the redirected funds like money from the trust fund and unlike the other Subdivision Fund direct payments the county is receiving from the national administrator. This restriction would require a substantial amount of special accounting for a small amount of money. The amendment removes that requirement to streamline accounting for the counties.

Summary of Amendment 3:

The third amendment applies the State-Subdivision Agreement to funds from the Endo International plc bankruptcy. Since the Agreement was first negotiated, a group of East Tennessee counties and municipalities reached a settlement with the company, which later filed for bankruptcy. The amendment applies the bankruptcy provisions of the Agreement to Endo funds paid into the State's trust fund, including the provision to direct 35% of the funds to the counties. However, as the previously settling counties have had a substantial recovery from Endo, the amendment does not provide those nine counties a direct allocation. The amendment makes clear that the nine counties would be eligible to receive some of the remaining Endo funds as well as funds from other settlements.

Following Page: Text of Amendments

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

Amendment 1:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

A. Allergan Public Global Opioid Settlement Agreement
B. CVS Settlement Agreement
C. Teva Global Opioid Settlement Agreement
D. Walgreens Settlement Agreement
E. Walmart Settlement Agreement

Amendment 2:

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement ("These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.") shall be considered deleted and given no effect.

Amendment 3:

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al.*, U.S. Bankruptcy Court, S.D.N.Y, No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council's discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

Note on adoption of amendments:

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.

Resolution # 101623118

Authorizing Robertson County to join the State of Tennessee

and other Local Governments in amending the Tennessee State-Subdivision

Opioid Abatement Agreement and Approving the related Settlement Agreements

Discussion began at: 08:18:29 PM (Elapsed time: 01:18:04)

Motion by COUTS 8:18:50 PM

Second by HEAD-HIEBER 8:18:51 PM

Voting began at: 08:19:32 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:19:39 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:19:39 PM

RESOLUTION NO. 101623119

RESOLUTION TO AMEND PRIOR RESOLUTIONS RELATIVE TO PILOT IN-LIEU-OF TAX PAYMENTS AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF ROBERTSON

WHEREAS, the Robertson County Commission has previously approved over a period of several years many Resolutions regarding the use by the of the Industrial Development Board of the County of Robertson, also known as ("the Board") of certain PILOT-in-lieu-of -tax funds ("PILOT Funds") relative to the Board's former Red River Preserve proposed economic development project ("Red River Project"); and

WHEREAS, for reference, a copy of the last County approved Resolution regarding these matters, dated December 19, 2022, is attached for reference, referred to herein as the "last Resolution; and

WHEREAS, said last Resolution acknowledged that the Board was participating in a new project in the White House, Tennessee area, being therein referred to as the White House Business Park Project ("the White House project"), and said last Resolution authorized the Board to utilize up to $5,000,000 in County Red River PILOT Funds toward the acquisition of real estate for said White House Project; and

WHEREAS, all prior distributions from the County to the Board for these PILOT related projects have been based upon the Board furnishing to the County certain invoices or documentation regarding the use of such funds, and a change in such procedure as set forth below is being proposed; and

WHEREAS, all of the prior Red River PILOT Fund Resolutions provide that upon the sale of any real estate purchased by the Board with County PILOT Funds, those net sale proceeds would be paid back to the County to be held in the County maintained Red River account, and there is a change proposed in this procedure as set forth below; and

WHEREAS, the Board has previously obtained certain options to purchase land necessary for the White House Project, and those options must be exercised and the property bought before the end of the current calendar year; and

WHEREAS, the Board has a potential Buyer for a portion of the Property that would be bought under said options, and the ability to sell that property simultaneously with the original purchase closing will reduce the total purchase amount needed by the Board to exercise the purchase options for the remainder of the property, and this sale of a portion of the property will not adversely affect the Board's master plan for the development of the White House Business Park.

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission meeting in regular session this the 16th day of October, 2023 that the below Industrial Development Board of the County of Robertson ("the Board"), and County actions are hereby authorized as follows:

1. The County Finance Department is hereby authorized to pay directly to the Board up to $5,000,000 being held by the County in available Red River PILOT Funds, upon written request from the Board that said funds will be used for the purchase of real estate and development of the White House Business Park, and with said payment to be made without

"up front" documentation from the Board other than the agreement that said funds will be used for said purpose.

2. The Board is hereby granted the authority to sell a portion of the White House purchased property and to apply said sale funds to the purchase of the remainer of the White House Business Park real estate under option, such that the prior restraint that sales funds from any real estate sold by the Board that used Red River PILOT Funds had to be repaid to the County, is hereby removed for this particular transaction.

NOW, THEREFORE, BE IT FURTHER RESOLVED this Resolution shall take effect from and after its passage, the Public Welfare requiring it.

Passed this the 16th day of October, 2023.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, County Mayor

ATTEST:

ANGIE H. GROVES, County Clerk



Resolution # 101623119

Amend Prior Resolutions Relative to Pilot In-Lieu-of

Tax Payments and the Industrial Development Board of the County of Robertson

Discussion began at: 08:19:47 PM (Elapsed time: 01:19:22)

Motion by COUTS 8:19:56 PM

Second by ROBERTS 8:19:58 PM

WHITE was recognized at 8:21:57 PM (Elapsed time: 01:21:32)

Voting began at: 08:23:02 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:23:10 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:23:10 PM

RESOLUTION NO. 101623120

RESOLUTION TO APPROVE NEW FIRE SERVICE CITY CONTRACTS AND VOLUNTEER DONATION AGREEMENTS

WHEREAS, Robertson County has previously established a plan providing for fire protection in the unincorporated areas of the County; and

WHEREAS, said plan is funded through the annual budget of the County, and fire protection is provided by a combination of municipal fire departments and volunteer fire departments within the County; and

WHEREAS, these City contracts and Volunteer Donation agreements have expired by their terms and it is the intent of this Resolution to adopt proposed new City contracts and Volunteer Department donation agreements for a new 2 year period beginning retroactive to July 1, 2023 and to expire June 30, 2025 for all 5 City contracts with Adams, Cross Plains, Orlinda, Ridgetop, and Greenbrier and the 3 volunteer donation agreements with White House Volunteer, North Robertson Volunteer, and Pleasant View Volunteer Fire Department. A listing of each provider and the amount to be paid each year is attached as Exhibit "A" hereto. A "master coverage map" is attached as Exhibit "B". A sample of the 3 donation agreements is attached as Exhibit "C" and a sample of the 5 city contracts is attached as Exhibit "D".

NOW, THEREFORE, BE IT RESOLVED by the Robertson County Commission, meeting in regular session this the 16th day of October, 2023, as follows:

1. These City contracts and Volunteer Department donation agreements are hereby adopted and approved for the terms as set forth herein and in those agreements.

2. The County Mayor is hereby directed and authorized to sign said agreements on behalf of the County.

Passed this the 16th of October, 2023, effective upon those requirements as set forth herein.

COUNTY COMMISSIONER

WILLIAM A. VOGLE, COUNTY MAYOR

ATTEST:

ANGIE H. GROVES
County Clerk

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

Greenbrier Fire Dept. $151,450.00.
Upgrade fire equipment

North Robertson Fire – **$260,000.00**
New Fire Truck

Ridgetop Fire Dept. – $89,125.00
Update equipment

Adams Fire Dept. – $117,400.00
Update equipment

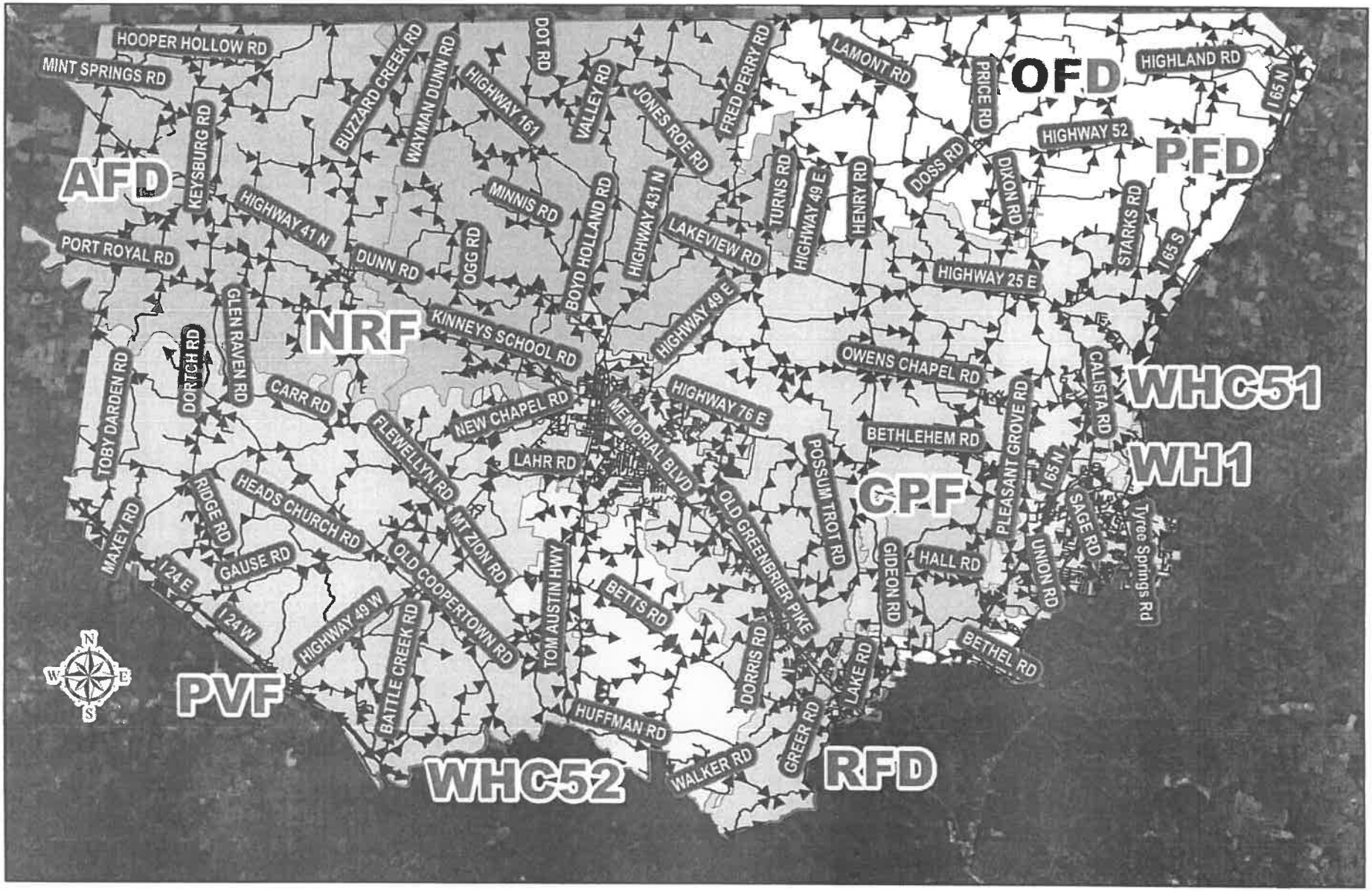
Cross Plains Fire Dept. – $233,314.00
FT, update equipment

Pleasant View Fire Dept. – $224,700.00.
Upgrade equipment

White House Community Volunteer Fire – $259,000.00.

Orlinda Fire Dept. – $199,250.00
Upgrade and add additional equipment

ROBERTSON COUNTY FIRE DEPARTMENT



0 1 2 4 6 8 Miles

CREATED BY: ROBERTSON CO
911 ADDRESSING OFFICE

City Agreement
_____, Tennessee

AGREEMENT TO PROVIDE
FIRE PROTECTION SERVICES
BETWEEN CITY DEPARTMENTS AND
ROBERTSON COUNTY, TENNESSEE

This agreement entered into between the undersigned municipal entity, being the City of _____, Tennessee (referred to herein as "CITY" and/or "RESPONDING AGENCY"); and ROBERTSON COUNTY, TENNESSEE, (referred to herein as "THE COUNTY"):

WITNESSETH:

WHEREAS, Robertson County, Tennessee believes that its residents who live outside incorporated municipalities should have available fire protection services; and

WHEREAS, Tennessee Code Annotated 6-54-601(c), by its 1987 amendment, specifically provides that "counties may appropriate funds for the payment of compensation to the municipalities for the extension of the fire fighting services;

NOW, THEREFORE, Robertson County, Tennessee and the undersigned Responding Agency agree as follows:

1. TERM - The term of this agreement is for a period retroactive beginning July 1, 2023 at 12:01 a.m. and ending on or before June 30, 2025 at 12 o'clock midnight, subject to the funding provisions as set forth herein. This agreement may be renewed upon terms to be agreed upon by the parties. The parties acknowledge that they have continued to operate pursuant to their prior written agreement which had a termination date of June 30, 2021 until the new beginning date of this agreement.

2. AUTHORITY - This agreement is authorized by those laws and statutes referenced above, as well as other prevailing Tennessee law. This agreement must be approved by majority vote of the Robertson County Commission and by the vote of the Responding Agency's governing body. Copies of these approving resolutions and/or minutes are attached to this contract as Exhibit "A". The undersigned Responding Agency acknowledges it shall be in compliance with TCA Tile 68, Chapter 102, Part 3 (Fire Department Recognition Act).

3. GEOGRAPHICAL SERVICE AREA - The undersigned Responding Agency acknowledges it has met with city fire departments and other volunteer fire departments, they have jointly reviewed a geographical service area to be covered by the undersigned Responding Agency, and that a description of that service area is attached hereto as Exhibit "B" to the contract. The Responding Agency represents that it can provide fire fighting services within this geographical area and the County agrees to financially assist the Responding Agency, all as set forth herein.

4. RESPONSE OF RESPONDING AGENCIES -

A. ***First Response*** - The parties recognize that cities and volunteer groups are providing rural/rescue fire protection with the County, and a coverage area has been determined by those agencies and the County. That group designated as responsible for its service area shall be a "First Responder" and will provide the initial First Responder response to all fire calls within its area.

B. ***Description of Response*** - The Responding Agency will respond to the best of its ability, with suitable fire fighting equipment and personnel as reasonably available appropriate for the call, including the jaws of life if available and other life savings equipment and techniques, and will render all assistance reasonably possible in the saving of life and property. The failure to furnish the services agreed upon because of weather, road conditions, the unavailability of equipment or personnel in connection with the fighting of other fire, or for any other good reason shall not be taken as a breach of this responsibility. A response will be made within the designated area that is at least substantially equivalent in response time, personnel and equipment to a response presently being made by that responding agency.

C. ***Emergency Communications*** - Initial communication will continue to be handled by Robertson County, through its E-911 Board and dispatch facilities of Robertson County. Each Responding Agency will furnish sufficient information in order that the Agency's personnel may be contacted using said communications.

5. MUTUAL AID - All responding agencies are encouraged to enter into mutual aid agreements and/or automatic aid agreements with all other responding agencies participating within the County. The provisions of TCA Title 58, Chapter 8 (Mutual Aid and Emergency and Disaster Assistance Agreement of 2004) shall apply to this contract. The ranking person in charge in the designated service area shall have final authority for the means and method of combating the emergency, but it is anticipated that responding agencies operating by mutual aid shall work together toward this end.

6. INSURANCE AND LIABILITY - The County for itself will not make a claim against the Responding Agency for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by negligence of the officers, agents, or employees of the Responding Agency or otherwise.

The Responding Agency will make no claim against the County on account of damage to the property, or injury, to the responding agency or its employees while in the fire service of the County. To the extent available, the Responding Agency will carry worker's compensation insurance protecting itself and the County against personal injury damage claims of its fire fighters for injury sustained. The Responding Agency and the County will protect itself against claims resulting from the negligent acts of fire fighters by insurance coverage in those amounts of liability established in Tennessee Code Annotated Section 29-20-403, et seq. The Responding Agency will furnish certificates of insurance to the County whether it be workers compensation, liability or physical damage so naming the County as additional insured. The Responding Agency is an independent agency and the County has no liability for its actions.

7. FACILITY AND TRAINING - Each Responding Agency represents that it has a current facility for adequate location from which a response can be initiated as well as equipment and vehicles available for this response. Each Responding Agency is encouraged to use a portion of the funds received for continued training of its personnel as proper responders to a fire fighting emergency. Such training will be the sole responsibility of the Responding Agency.

8. REPORTING AND RECORD KEEPING - Each Responding Agency agrees to keep records regarding the facility, equipment, and vehicles on hand available for response and personnel available. These records shall be kept in a business-like manner and contain all relevant information. Further, each Responding Agency shall keep specific records regarding its use of the funds received from the County. The Responding Agency will keep records detailing each call answered within the service area, the nature of the call, and the result of the agency's efforts. All reports will be made available to the County on a regular basis as requested by the County.

9. COUNTY PAYMENT –

a. For the time period beginning retroactive to July 1, 2023 through June 30, 2025, it is expected that the County will budget for this Responding Agency, as a contract obligation to the Responding Agency, that amount set forth on Exhibit "C" attached hereto. Subject to County Commission approval as required for each year's budget, beginning during the current fiscal year of the County and for the remaining term of the agreement, it is expected that the County may appropriate for this contract payment to the Responding Agency that amount as may be allocated in each year's approved County budget. In the event that the County fails to appropriate funds for payment to the Responding Agency, the Responding Agency may terminate this agreement.

b. The County hereby certifies that this payment consists entirely of situs-based appropriations from the unincorporated areas of Robertson County and/or revenues that have already been shared with Robertson County's municipalities, pursuant to the provisions of TCA 55-17-101(d).

10. MISCELLANEOUS -

A. This agreement may be amended at any time by mutual agreement of the parties, which includes any change in serve area or nature of the response which must be agreed by the parties. The parties shall fully cooperate with and assist each other in the performance of this agreement.

B. In the event the Responding Agency ceases to be engaged in fire fighting services, it will give 90 days written prior notice of such intention. In the event the responding agency is unable to fulfill the representations undertaken herein, the County may terminate this agreement and may cease disbursement of the then current year's line item amount for the Responding Agency. The responding agency will designate a representative for the agency to coordinate all activities under this agreement and to work with other participating fire agencies within the County.

EXECUTED on the date opposite each signature.

ROBERTSON COUNTY, TENNESSEE

Date:_____

BY:_____
WILLIAM A. VOGLE
County Mayor

Date:_____

RESPONDING AGENCY
_____, Tennessee

BY:_____

Title:_____

EXHIBIT "B"

Insert map of respective service area

EXHIBIT "A"

Insert copy of County Resolution and respective Resolution of City governing body or minutes of the City

Volunteer Agreement

DONATION AGREEMENT BETWEEN
ROBERTSON COUNTY, TENNESSEE
AND _____

This agreement entered into between the undersigned _____, a Tennessee non-profit corporation, volunteer fire department (referred to herein as "_____"); and ROBERTSON COUNTY, TENNESSEE, a Tennessee municipal corporation (referred to herein as "THE COUNTY"):

WITNESSETH:

WHEREAS, Robertson County, Tennessee believes that its residents who live outside incorporated municipalities should have available fire protection services; and

WHEREAS, Tennessee Code Annotated 5-9-101(23) specifically provides that "a County may appropriate money to non-profit volunteer fire departments . . .", and this is further the opinion of the State Attorney General by Opinion No. 92-127, dated October 30, 1992;

NOW, THEREFORE, Robertson County, Tennessee and the undersigned _____ agree as follows:

1. TERM - The term of this agreement is for the period retroactive to 12:01 a.m. ~~January~~ July 1,~~2013~~ 2023 and ending on June 30,~~2021~~ 2025 at 12 o'clock midnight, subject to the funding provisions set forth herein. This agreement may be renewed upon the terms to be agreed upon by the parties. The parties acknowledge that _____ has been providing the response services contemplated herein from the initial term of this contract. The parties further acknowledge that they have continued to operate pursuant to their prior written agreement which had a termination date of December 31, 2012 until the new beginning date of this agreement.

2. AUTHORITY - This agreement is authorized by those laws and statutes referenced above, as well as other prevailing Tennessee law. This agreement must be approved by majority vote of the Robertson County Commission and by the vote of the _____ governing body. Copies of these approving resolutions and/or minutes are attached to this contract as Exhibit "A". The undersigned _____ acknowledges it shall be in compliance with TCA Tile 68, Chapter 102, Part 3 (Fire Department Recognition Act).

3. GEOGRAPHICAL SERVICE AREA - The undersigned _____ acknowledges it has met with city fire departments and other volunteer fire departments, they have jointly reviewed a geographical service area to be covered by the undersigned

_____, and that a description of that service area is attached hereto as Exhibit "B" to the contract. The _____ represents that it can provide firefighting services within this geographical area and the County agrees to financially assist the _____, all as set forth herein.

4. RESPONSE OF RESPONDING AGENCIES -

A. First Response – The parties recognize that cities and volunteer groups are providing rural/rescue fire protection with the County, and a coverage area has been determined by those agencies and the County as defined in Exhibit "B" attached hereto. The _____ shall be designated as responsible for its service area as a First Responder, providing the initial First Responder response to all fire, medical first response, and other calls as further defined in this Paragraph 4 within its area.

B. Description of Response – The _____ will be responsible for and respond to all fires of any type, smoke investigations, all rescues, fire alarms, carbon monoxide (CO) alarms, natural gas or propane leaks, rescues of trapped persons, motor vehicle accidents with confirmed injuries, and hazardous materials calls. Further, the _____ will respond to all calls related to chest pain, unconscious or unresponsive persons, diabetic emergency, stroke/CVA, shortness of breath, asthma attack, allergic reaction, life-threatening trauma involving gunshot wounds, stabbings, or other penetrating trauma, falls greater than twenty feet, and amputations, EMS calls where Medic 25 is responding out-of-zone, and medical calls when requested by Robertson County Emergency Medical Service or in accordance with Robertson County Emergency Medical Service protocol.

The parties acknowledge and agree that for calls or pages for non-life-threatening emergency calls, including, but not limited to, downed trees or debris in road, animal rescues, motor vehicle collisions confirmed with no injuries, non-life threatening medical calls, traffic control assistance calls, or other call types where the _____ does not have primary responsibility, _____ may, but shall not be and is not required or obligated to, respond and assist. The determination of whether _____ responds or, if responding, what level of response shall be provided shall be solely determined in the discretion of the _____ officer in charge. The _____ and such officer in charge shall bear no liability for any such discretionary non-response.

For all calls to which the _____ responds pursuant to this contract, the _____ will respond to the best of its ability, with suitable firefighting equipment and personnel as reasonably available and appropriate for the call, including the jaws of life, if available, and other life savings equipment and techniques, and will render all assistance reasonably possible in the saving of life and property. The failure to furnish the services agreed upon because of weather,

road conditions, the unavailability of equipment or personnel in connection with the fighting of other fire(s) or response to other call(s), or for any other good reason shall not be taken as a breach of this responsibility. Any response made by _____ pursuant to this Agreement will be made within the designated area that is at least substantially equivalent in response time, personnel and equipment to a response presently being made by _____.

C. Emergency Communications – Initial communication will continue to be handled by Robertson County, through its E-911 Board and dispatch facilities in Robertson County. The parties acknowledge that the use of the Emergency Medical Dispatch system by E-911 dispatchers provides a more efficient and directed response by emergency responders and that the implementation and use of such system should be promoted and pursued to become effective during the term of this Agreement. Robertson County does agree that it shall, to the best of its ability and resources, promote and pursue the implementation, training, and utilization of the Emergency Medical Dispatch system by the E-911 Board and dispatchers during the remaining term of this Agreement.

5. MUTUAL AID - All responding agencies are encouraged to enter into mutual aid agreements and/or automatic aid agreements with all other responding agencies participating within the County. The provisions of TCA Title 58, Chapter 8 (Mutual Aid and Emergency and Disaster Assistance Agreement of 2004) shall apply to this contract. The ranking person in charge in the designated service area shall have final authority for the means and method of combating the emergency, but it is anticipated that responding agencies operating by mutual aid shall work together toward this end.

6. INSURANCE AND LIABILITY - The County for itself will not make a claim against _____ for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by negligence of the officers, agents, or employees of _____ or otherwise. Further, the County will not make a claim against _____ for loss or damage of any kind whatsoever resulting from any discretionary non-response as provided in Paragraph 4B herein.

The _____ will make no claim against the County on account of damage to the property, or injury, to the _____ or its employees while in the fire service of the County. To the extent available, the _____ will carry worker's compensation insurance protecting itself and the County against personal injury damage claims of its fire fighters for injury sustained. The _____ and the County will protect itself against claims resulting from the negligent acts of fire fighters by insurance coverage in those amounts of liability established in Tennessee Code Annotated Section 29-20-403, et seq. The _____ will furnish certificates of insurance to the

County, whether it be workers compensation, liability or physical damage so naming the County as additional insured. The _____ is an independent agency and the County has no liability for its actions.

7. FACILITY AND TRAINING - _____ represents that it has a current facility for adequate location from which a response can be initiated as well as equipment and vehicles available for this response.

_____ is encouraged to use a portion of the funds received for continued training of its personnel as proper responders to a fire fighting emergency. Such training will be the sole responsibility of

_____.

8. REPORTING AND RECORD KEEPING -

_____ agrees to keep records regarding the facility, equipment, and vehicles on hand available for response and personnel available. These records shall be kept in a business-like manner and contain all relevant information. Further, _____ shall keep specific records regarding its use of the funds received from the County.

_____ will keep records detailing each call answered within the service area, the nature of the call, and the result of the agency's efforts. All reports will be made available to the County on a regular basis as requested by the County.

9. COUNTY PAYMENT –

A. For the time period beginning retroactive to July 1, 2023 through June 30, 2025, it is expected that the County will budget for this Responding Agency, as a contract obligation to the Responding Agency, that amount set forth on Exhibit "C" attached hereto, pro-rated for the fiscal year. Subject to County Commission approval as required for each year's budget, beginning during the fiscal year 2023-2024 for the County and for the remaining term of the agreement, it is expected that the County may appropriate for this contract payment to the Responding Agency that amount as may be allocated in each year's approved County budget. In the event that the County fails to appropriate funds for payment to the Responding Agency, the Responding Agency may terminate this agreement.

B. The County hereby certifies that this payment consists entirely of situs-based appropriations from the unincorporated areas of Robertson County and/or revenues that have already been shared with Robertson County's municipalities, pursuant to the provisions of TCA 55-17-101(d).

10. MISCELLANEOUS -

A. This agreement may be amended at any time by mutual agreement of the parties, which includes any change in serve area or nature of the response which must be agreed by the parties. The parties shall fully cooperate with and assist each other in the performance of this agreement.

B. In the event _____ ceases to be engaged in firefighting services, it will give 90 days written prior notice of such intention. In the event _____ is unable to fulfill the representations undertaken herein, the County may terminate this agreement and may cease disbursement of the then current year's line item amount for the _____. The _____ will designate a representative for the agency to coordinate all activities under this agreement and to work with other participating fire agencies within the County.

EXECUTED on the date opposite each signature

Date:_____ **ROBERTSON COUNTY, TENNESSEE**

BY:_____
WILLIAM A. VOGLE
County Mayor

Date:_____ **(NAME OF ENTITY)**

_____
Name

BY:_____

Title:_____

EXHIBIT "B"

Insert map of respective service area

EXHIBIT "A"

Insert copy of County Resolution and respective Resolution of City governing body or minutes of volunteer fire department

Resolution # 101623120

Approve New Fire Service City Contracts and Volunteer Donation Agreements

Discussion began at: 08:23:28 PM (Elapsed time: 01:23:03)

Motion by MOORE 8:24:22 PM

Second by COUTS 8:24:24 PM

Voting began at: 08:29:48 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:30:04 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:30:04 PM

#17

RESOLUTION NO. 101623121

A RESOLUTION AMENDING THE BUDGET OF ROBERTSON COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it resolved by the Board of Commissioners of Robertson County that the budget of Robertson County for the fiscal year ending June 30, 2024 is hereby amended as follows:

NAME OF FUND / DEPARTMENT	ACCOUNT DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
General Capital Projects Fund 171			
Revenue Amendments			
None	None		0
Total Revenue Amendment			0
Expense Amendments			
Public Hlth&Welfare Project	Building Improvement-Juvenile Crt Off	91140-707-JuvCt	20,000
Total Expense Amendment			20,000
	(Building Improvements to the Juvenile Court Offices for the Safe Baby Program.)		
Total Fund Balance Amendment			(20,000)

Duly passed and approved this 16th day of October, 2023.

County Commissioner

County Mayor

Duly passed and approved this 20th day of November, 2023.

County Commissioner

County Mayor

ATTEST:

County Clerk

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

Resolution # 101623121 1ST READING

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Capital Projects Fund - Juvenile Court Improvements

Discussion began at: 08:30:33 PM (Elapsed time: 01:30:08)

Motion by COUTS 8:30:48 PM

Second by STUBBLEFIELD 8:30:51 PM

Voting began at: 08:32:43 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:32:54 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:32:54 PM

Resolution # 101623121 2nd Reading

Amend the Budget for the Fiscal Year Ending June 30, 2024

General Capital Projects Fund - Juvenile Court Improvements

Discussion began at: 08:33:49 PM (Elapsed time: 01:33:24)

Motion by COUTS 8:33:54 PM

Second by HALEY 8:33:55 PM

Voting began at: 08:34:07 PM

Voting Criteria Used: 13 Yes Votes Needed

Results Tallied at: 08:34:14 PM

Result: Passed With 13 Yes Votes Needed (YES: 21, NO: 0, ABSTAIN: 0, DID NOT VOTE: 1, ABSENT: 3)

YES: COUTS, BRINKLEY, SUTTLE, ROBERTS, RUMMEL, MARTIN, PIERCE, DELONG, MOORE, WILSON, AYRES, STROUD, M. DORRIS, STUBBLEFIELD, HOGAN, MORGAN, HART, WHITE, HALEY, HEAD-HIEBER, WOODARD

NO:

ABSTAIN:

ABSENT: JACKSON, BILLY R DORRIS, SUMMERS

EXCUSED:

LATE:

RECUSED:

Did Not Vote: MAYOR VOGLE

Votes Summarized at: 8:34:14 PM

ROBERTSON COUNTY CLERK
ANGIE H. GROVES COUNTY CLERK
511 SOUTH BROWN STREET
SPRINGFIELD TN 37172
Telephone 615-384-5895
Fax 615-384-2218

Notaries to be elected October 18,2023

VICTRA J BUMGARDNER
RHONDA A BURNETTE
ALBERT CARTNER
CAITLYN CATALAN
EMILY COWAN
SHERRIE DALLAS
ESTHER F DAVIS
JESSICA DAY
TERESA M DEWEESE
GRACE L DONOHO
MOSES GREEN
DAWN RENEE HUESTIS
DONELLA JOHNSON
BRANDICE LYNN
LISA MELTON
ROSE C PARKER
REBECCA HATFIELD SMITH
MARY STEVANUS
LORRI A TALBOTT
HOPE WALTON
TROY A WILEY
PAMELA L WILLIAMS

PERSONAL SURETY