

**CALL TO ORDER**

**CITIZENS TO ADDRESS THE COMMISSION**

Curt Mize – Acquisition of Property for Park Expansion

**RESOLUTIONS**

- 14-12-4:** Resolution to Acquire Certain Real Estate Property Located on Briarwood Road to Expand Parks Property (Deferred From December)
- 15-1-1:** Resolution to Charge Off Debts in the Montgomery County Clerk's Office
- 15-1-2:** Resolution to Transfer Data Collection Fee Reserve Fund Monies for the Purchase of Data Processing Equipment for the Sheriff's Office
- 15-1-3:** Resolution Authorizing the Acceptance of Grant Funds From the Tennessee Department of Mental Health and Substance Abuse Services
- 15-1-4:** Resolution to Dispose of Property Owned by the Clarksville-Montgomery County School System, Located at 633 Providence Boulevard, Clarksville, TN
- 15-1-5:** Resolution Amending the Bylaws of the Clarksville-Montgomery County Sports Authority
- 15-1-6:** Resolution to Convey a Sanitary Sewer Easement and Revise an Existing Sanitary Sewer Easement, Previously Conveyed, in Rotary Park to the City of Clarksville
- 15-1-7:** Resolution Authorizing the Issuance, Sale, and Payment of Bond Anticipation Notes not to Exceed \$1,708,900
- 15-1-8:** Resolution Authorizing the Issuance, Sale, and Payment of Bond Anticipation Notes not to Exceed \$500,000
- 15-1-9:** Resolution of the Montgomery County Board of Commissioners Authorizing the Finance of a Morbark Tub Grinder Via a Capital Lease Agreement
- 15-1-10:** Resolution of the Montgomery County Board of Commissioners Authorizing the Finance of a John Deere Dozier Via a Capital Lease Agreement
- 15-1-11:** Resolution Increasing Funding Contribution for the Montgomery County Library

**REPORTS**

**REPORTS FILED**

**ANNOUNCEMENTS**

**ADJOURN**

**RESOLUTION TO ACQUIRE CERTAIN REAL ESTATE PROPERTY LOCATED ON BRIARWOOD ROAD TO EXPAND PARKS PROPERTY**

**WHEREAS, Dorothy Richardson,** owns certain real estate consisting of approximately 80 acres located on Briarwood Road, West of the Cumberland River, in Montgomery County, Tennessee, listed on Tax Map 66; Parcel 41; and

**WHEREAS,** the Montgomery County Parks Committee desires to acquire said real estate to expand parks property; and

**WHEREAS,** said parcel of real estate would provide additional acreage of park land to the citizens of Montgomery County; and

**WHEREAS,** the sales price for this parcel of real estate will be \$320,000.00; the Aspire Foundation agreeing to pay \$40,000.00 and the remaining \$280,000.00 will be paid by Montgomery County with \$180,000.00 from the General Fund balance and \$100,000.00 from the Capital Projects Fund balance; Montgomery County also paying the costs for a survey not to exceed \$10,000.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 13<sup>th</sup> day of January, 2015, that the County Mayor is authorized to sign all necessary documents to purchase the real estate at a price not to exceed \$320,000.00; with the Aspire Foundation paying \$40,000.00 leaving a balance of \$280,000.00 plus the costs for a survey not to exceed \$10,000.00, payable from the Montgomery County General Fund and Capital Projects Fund.

**Duly passed and approved this 13<sup>th</sup> day of January, 2015.**

Sponsor



Commissioner



Approved

\_\_\_\_\_

County Mayor

Attested

\_\_\_\_\_

County Clerk

Sam Hille Richardson  
To: Deed  
H. P. Richardson

U. S. Documentary  
\$ 1.10 Cont'd

FOR A VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, I, SAM HILLE RICHARDSON, do this day bargain, sell, transfer and convey unto H. P. RICHARDSON, his heirs and assigns forever, a one-half (1/2) undivided interest in and to the following described real estate, situated in the 13th Civil District of Montgomery County, Tennessee, to-wit:

A tract containing 28-1/4 acres and described as follows: Beginning at the southwest corner of Lot No. 4, on the north side of the L & N Railroad trestle, and runs westwardly along the north line of said trestle 84-1/2 poles to a point in a public road, thence with said public road north 20 east 14 poles to Phipps line in a ditch; thence with said ditch and line north 74-1/2 degrees east 97 poles to the northwest corner of Lot 3; thence along the west line of Lot 3 south 58-1/4 degrees east 12 poles to the southwest corner of the County Ferry Lot, also northwest corner of Lot 4; thence along the west line of Lot 4 and branch southwardly 88.7 poles, more or less, to the beginning.

Another tract containing 21 acres and described as follows: Beginning at low water mark on Cumberland River, in the south line of the L & N Railroad property and running up said river south 2 degrees west 18 poles to a stake; thence on a new line north 84 degrees west 128 poles, more or less, to a stake in Johnson's line at top of bluff; thence with Johnson's line north 40 poles, more or less, to a point in road and in the south line of the L & N Railroad property; thence eastwardly on a left curve 134 poles, more or less, to the beginning.

Another tract beginning at the southeast corner of the above mentioned tract of 21 acres and at low water mark of Cumberland River, and runs up said river south 2 degrees west 18 poles

to a stake; thence on a new line south 88-1/2 degrees west 128 poles, more or less, to a stake at top of bluff in Mrs. Phipps line; thence with said line north 11 degrees east 11.5 poles to a stake Johnson's southeast corner; thence with Johnson's line north 24-1/2 poles to a stake, the southwest corner of the 21 acre tract above mentioned; thence along the south line of the same south 84 degrees east 128 poles, more or less, to the beginning.

Another tract containing 21 acres and described as follows: Beginning at the southeast corner of the 21 acre tract above mentioned and at low water mark on Cumberland River and runs up said river south 2 degrees west 18 poles to a point in mouth of ditch; thence with ditch, south 81-1/2 degrees west 136 poles, more or less, to a stone at top of bluff, Mrs. Phipps' southeast corner; thence with her east boundary line north 11 degrees east 36 poles to a stake the southwest corner of the 21 acre tract above mentioned; thence along the south line of the same north 88-1/2 degrees east 128 poles, more or less, to the beginning.

The said four tracts are part of the same property described in a deed from Roland Phipps, et ux, et al, to O. G. Rawls, and wife, by deed recorded in Deed Book 114, page 307, Register's Office for Montgomery County, Tennessee; and this is also the same property described in a deed from O. G. Rawls and wife, to Douglas Merriwether dated December 30, 1953, and recorded in Deed Book 115, page 452, of said Register's Office.

This being the same real estate conveyed to H. P. Richardson and Sam Hille Richardson by Douglas Merriwether, et ux, Deed Book 120, page 518, in the said Register's Office.

And being the same in which H. P. Richardson conveyed a one-half (1/2) interest to Sam Hilley Richardson as recorded in Deed Book 140, page 301, in said Register's Office.

Sam Hilley Richardson and Sam Hille Richardson is one and the same person.

TO HAVE AND TO HOLD unto H. P. RICHARDSON, a one-half (1/2) undivided interest as an equal tenant in common, and to

his heirs and assigns forever.

I COVENANT that I am lawfully seized and possessed of said real estate and have a good and lawful right to convey said interest; that it is unencumbered except for the 1965 taxes and I will forever warrant and defend the title to said real estate against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, I have hereunto set my signature on this the 27<sup>th</sup> day of April, 1965.

Sam Hille Richardson  
Sam Hille Richardson

STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, SAM HILLE RICHARDSON, the within named bargainor with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal of office on this the 27<sup>th</sup> day of April, 1965.

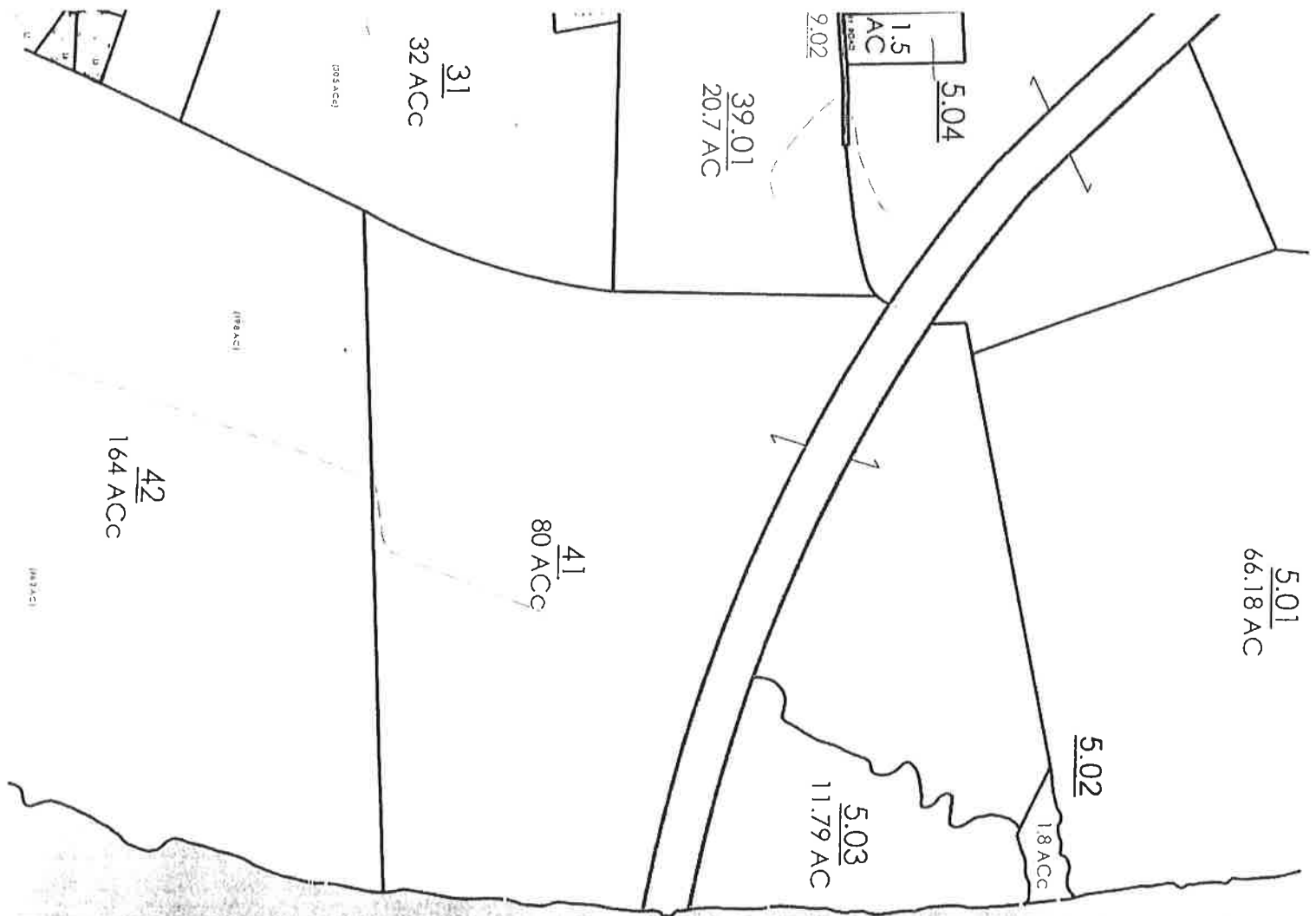
Mae Hunter  
Notary Public

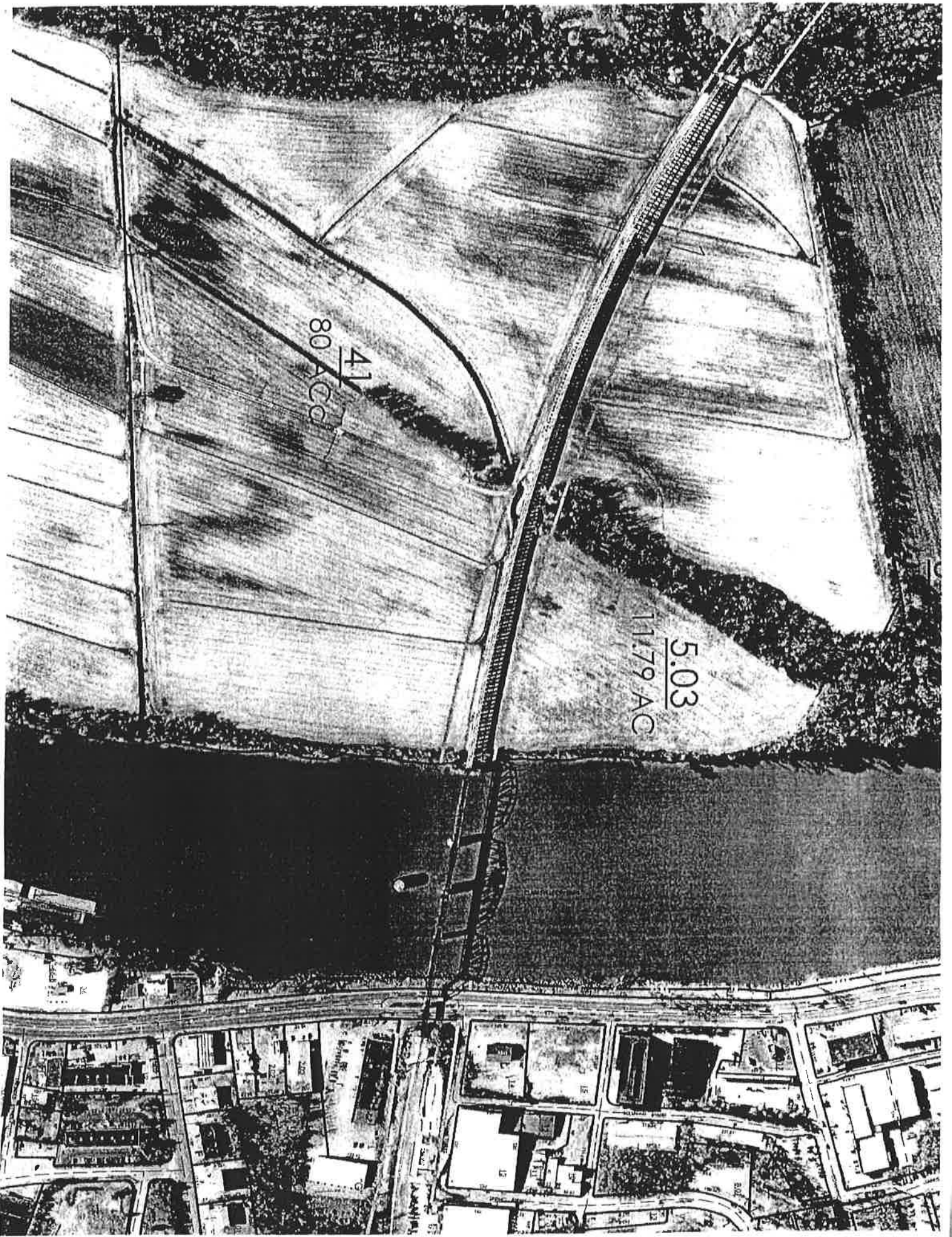
My commission expires: 4/15/68

STATE TAX \$ 1.50 FEE 50c TOTAL \$ 2.00  
PAID 4-27-1965 Foard Harris, Clerk

Received: April 27, 1965 at 3:00 P.M.  
Recorded: April 27, 1965  
Note Book: A-3 Page 25  
Charles O. Harrison, Register  
Irene Nesbitt, Deputy







41  
80 ACCD

5.03  
11.79 AC



066  
 CMap  
 041.00  
 Parcel  
 000  
 PL\_S1  
 FutureYear  
 CARD  
 1 of 1  
 CARD  
 Total Card / Total Parcel  
 183,878 / 183,878  
 APPRAISED:  
 USE VALUE: 127,949 / 127,949  
 ASSESSED: 31,987 / 31,987

Montgomery County  
 CLARKSVILLE, 37040  
 Legal Description  
 User Acct



**Patriot**  
 Properties Inc.

GIS Ref	
GIS Ref	
Insp Date	1435361
Parcel ID	066 041.00 000
Entered Lot Size	
Total Land: 80	
Land Unit Type: AC	

Tab	Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
	2014	AGRI	FV	0	0	80	183,878	183,878	31,987	Year End Roll	8/29/2014
	2013	AGRI	FV	0	0	80	270,000	270,000	24,500	Year End Roll	10/24/2013
	2012	AGRI	FV	0	0	80	270,000	270,000	24,500		9/22/2008
	2011	AGRI	FV	0	0	80	270,000	270,000	24,500		1/1/2011
	2010	AGRI	FV	0	0	80	270,000	270,000	24,500		1/1/2010
	2009	AGRI	FV	0	0	80	270,000	270,000	24,500		1/1/2009
	2008	AGRI	FV	0	0	80	154,000	154,000	20,175		1/1/2008
	2007	AGRI	FV	0	0	80	154,000	154,000	20,175		1/1/2007

Source: Market Adj Cost	
Total Value per SQ unit /Card: N/A	
Parcel: N/A	

Grantor	V14-119
Legal Ref	12/31/1965
Legal Ref	
Type	
Date	
Neigh	
Influ	
Mod	
Neigh	
Influ	
Adj	
Neigh	
Influ	
Code: %	
Influ 2	
Code: %	
Influ 3	
Code: %	
Appraised Value	
Alt Class	
Spec Land	
%	
J Code	
Notes	

PREVIOUS ASSESSMENT	
TAX DISTRICT 000 - MONTGOMERY COUNTY	
PAT ACCT. 43536	
Granitor	derek
Legal Ref	12/31/1965
Legal Ref	
Type	
Date	
Neigh	
Influ	
Mod	
Neigh	
Influ	
Adj	
Neigh	
Influ	
Code: %	
Influ 2	
Code: %	
Influ 3	
Code: %	
Appraised Value	
Alt Class	
Spec Land	
%	
J Code	
Notes	

TRANSFER INFORMATION	
Legal Ref	V14-119
Legal Ref	
Type	
Date	
Neigh	
Influ	
Mod	
Neigh	
Influ	
Adj	
Neigh	
Influ	
Code: %	
Influ 2	
Code: %	
Influ 3	
Code: %	
Appraised Value	
Alt Class	
Spec Land	
%	
J Code	
Notes	

NARRATIVE DESCRIPTION	
Grantor	V14-119
Legal Ref	12/31/1965
Legal Ref	
Type	
Date	
Neigh	
Influ	
Mod	
Neigh	
Influ	
Adj	
Neigh	
Influ	
Code: %	
Influ 2	
Code: %	
Influ 3	
Code: %	
Appraised Value	
Alt Class	
Spec Land	
%	
J Code	
Notes	

PROPERTY FACTORS	
Item Code	Description
Z	R-1 SGL FAM R 100
%	water: 1
Code	Public
Water	Individual
Sewer	Public
Electri	Exempt
Census	
Flood Haz:	
D	000 MONTG COUNT 100
Topo	1
Rolling	
Street	3
PRIVATE	
Gas:	0
None	

LAND SECTION (First 7 lines only)	
Code	Description
F	AGRI AGRICULTUI
34.3	CROP
45A	
45G	CROP
43	
33.6	ROTATION
46A	
2.2	WOODLAND 2
52A	
3.1	WOODLAND 2
52G	
2.5	WOODLAND 2
52P	
80	ACRE RDF FULL MKT AC

BUILDING PERMITS	
Date	
Number	
Descrp	
Amount	
C/O	
Last Visit	
Feed Code	
F. Descrp	
Comment	
Date	
Result	
Name	
By	
Staff	
03	BOBBY B
Staff	
03	BOBBY B
Staff	
03	BOBBY B

ACTIVITY INFORMATION

Date	3/30/2009
Result	11/10/2008
Name	Staff
By	Staff
Date	9/22/2008
Result	Staff
Name	Staff

Sign: \_\_\_\_\_

Total ACHA: 80.00000	Total SF/SM: 3484800	Parcel LUC: AGR AGRICULTURAL	Prime NB Desc: NBC Z01	Total: 183,878	Spl Credit: 55,929	Total: 127,949
Disclaimer: This information is believed to be correct but is subject to change and is not warranted. Database: AssessPro - MontgomeryLive						
PDF created with pdfFactory trial version <a href="http://www.pdffactory.com">www.pdffactory.com</a>						

AGRI AGRICULTUI	34.3	CROP	45A	0	0.00 Z01	FC MKT FAC	83	1958.81	57,159	
AGRI AGRICULTUI	4.3	CROP	45G	0	0.00 Z01	FC MKT FAC	83	2138.81	9,185	
AGRI AGRICULTUI	33.6	ROTATION	46A	0	0.00 Z01	FC MKT FAC	83	1400.81	47,040	
AGRI AGRICULTUI	2.2	WOODLAND 2	52A	0	0.00 Z01	FC MKT FAC	83	595.81	1,309	
AGRI AGRICULTUI	3.1	WOODLAND 2	52G	0	0.00 Z01	FC MKT FAC	83	718.81	2,226	
AGRI AGRICULTUI	2.5	WOODLAND 2	52P	0	0.00 Z01	FC MKT FAC	83	412.81	1,030	
AGRI AGRICULTUI	80	ACRE RDF FULL MKT AC		0	22.358 010 Z01	FC FLOOD 2	-25	1.00		FULL MKT AC CALOUL

**RESOLUTION TO CHARGE OFF DEBTS  
IN THE MONTGOMERY COUNTY CLERK’S OFFICE**

**WHEREAS**, the Montgomery County Clerk’s Office has attempted to collect certain debts occurred during 2011-2013 calendar years, being nine (9) checks totaling Seven Hundred, Eighty-Three and 25/100 Dollars (\$783.25), as in the attachment; and

**WHEREAS**, the Montgomery County Clerk’s Office, through great effort, has attempted to collect these debts, including, but not limited to, contacting the check writer by phone, mailing certified letters of notification and issuing warrants for those qualifying items, but all such efforts have been unsuccessful; and

**WHEREAS**, the Montgomery County Clerk has deemed that these debts are bad debts and are uncollectible; and

**WHEREAS**, it is the desire of the Montgomery County Board of Commissioners to charge off these debts.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular business session on this 13<sup>th</sup> day of January, 2015, that authorization to charge off the attached list of nine (9) returned checks totaling Seven Hundred, Eighty-Three and 25/100 Dollars (\$783.25) as uncollectible is hereby approved.

**Duly passed and approved this 13<sup>th</sup> day of January, 2015.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>CHECK AMOUNT</b>	<b>CHECK NUMBER</b>	<b>DATE OF CHECK</b>
GARNER	HEATHER	\$6.00	2031	03/21/11
CLARY	BOBBY G.	\$109.00	1012	04/26/11
HAMMER	MISTY D.	\$155.00	1001	05/20/11
SAWADOGO	YAHAYA	\$11.00	1012	11/21/11
GODSIL JR	STEPHEN L.	\$81.00	1148	05/11/12
LISENBEE	HATTIE	\$366.25	2129	10/11/12
FYKE	GEORGE R.	\$16.00	7852	02/04/13
VOLLMAR	AMY	\$15.00	13904	08/05/13
GRAY	JAIMIE L.	\$24.00	1186	12/16/13
<b>TOTAL</b>		<b>\$ 783.25</b>		

**RESOLUTION TO TRANSFER DATA COLLECTION FEE RESERVE FUND  
MONIES FOR THE PURCHASE OF DATA PROCESSING  
EQUIPMENT FOR THE SHERIFF’S OFFICE**

**WHEREAS**, a data collection fee is collected for the purchase and maintenance of data processing equipment and services; and

**WHEREAS**, the data collection fees are accumulated in reserve funds at the end of every fiscal year; and

**WHEREAS**, the balance of reserve funds set aside for the use of the Sheriff for data processing equipment maintenance and services is estimated to be \$68,097.00 at fiscal year end 2014: and

**WHEREAS**, the Sheriff’s Office requests \$37,650.00 of the data processing fee reserve funds be transferred for the purchase of data processing equipment.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 13th day of January, 2015, that \$37,650.00 be transferred from the Sheriff’s Office Data Collection Fee Reserve Funds and placed in the operating budget of the Sheriff’s Office for the purpose of purchasing data processing equipment.

**SECTION 1.** Montgomery County Commission hereby approves the following account classification for the purpose herein stated and as detailed below:

DATA PROCESSING EQUIPMENT 101-56700-00000-56-57090                      \$37,650.00

**Duly passed and approved this 13th day of January, 2015.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM  
THE TENNESSEE DEPARTMENT OF MENTAL HEALTH  
AND SUBSTANCE ABUSE SERVICES**

**WHEREAS**, the Tennessee Department of Mental Health and Substance Abuse Services has awarded a grant to the Montgomery County Veterans Treatment Court to expand and enhance the program; and

**WHEREAS**, the total grant contract award amounts to \$124,000.00 for the grant period of October 1, 2014 through September 30, 2015. Per the agreement it is 100% grant funded, requiring no local match dollars during the allocation period and has no requirements for continuation funding upon expiration of the grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 13<sup>th</sup> day January, 2015, that Montgomery County accept the grant in the amount of \$124,000.00 to fund the Montgomery County Veterans Treatment Court.

**SECTION 1.** Montgomery County hereby accepts \$124,000.00 from the Tennessee Department of Mental Health and Substance Abuse Services for the purpose herein stated and as detailed below:

Revenue	101-53500-00000-53-47590-G1502	124,000.00
Probation Officer	101-53500-00000-53-51110-G1502	39,714.00
Social Security	101-53500-00000-53-52010-G1502	2,462.00
State Retirement	101-53500-00000-53-52040-G1502	5,488.00
Life Insurance	101-53500-00000-53-52060-G1502	53.00
Medical Insurance	101-53500-00000-53-52070-G1502	12,844.00
Medicare	101-53500-00000-53-52120-G1502	600.00
Communication	101-53500-00000-53-53070-G1502	1,000.00
Contributions	101-53500-00000-53-53160-G1502	22,539.00
Printing, Stationary, & Forms	101-53500-00000-53-53490-G1502	300.00
Travel	101-53500-00000-53-53550-G1502	18,000.00
Other Contracted Services	101-53500-00000-53-53990-G1502	1,000.00
Drug & Medical Supplies	101-53500-00000-53-54130-G1502	5,000.00
Office Supplies	101-53500-00000-53-54350-G1502	3,000.00
Furniture & Fixtures	101-53500-00000-53-57110-G1502	7,000.00
Other Capital Outlay	101-53500-00000-53-57990-G1502	5,000.00

**Duly passed and approved this 13th day of January, 2015.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_  
**County Clerk**

**RESOLUTION TO DISPOSE OF PROPERTY OWNED BY THE  
CLARKSVILLE-MONTGOMERY COUNTY SCHOOL  
SYSTEM, LOCATED AT 633 PROVIDENCE  
BOULEVARD, CLARKSVILLE, TN**

**WHEREAS**, according to the 1964 Unification Plan, Section 21. *Acquisition and Sale of Property*, attached hereto as Exhibit "A," states that if the School Board deems property owned by the Clarksville-Montgomery County School System to be no longer suited or needed for school purposes, the property can be disposed of according to the policy; and

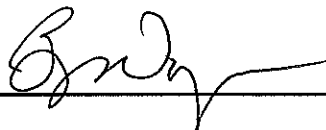
**WHEREAS**, the Clarksville-Montgomery County School Board owns certain property located at 633 Providence Boulevard, Clarksville, Tennessee, and may determine that said property is no longer suited or needed for school purposes, and may declare it to be surplus property and therefore would need to be disposed of according to the CMCSS's policy; and

**WHEREAS**, the 1964 Unification Plan, Section 21, requires the approval of the Montgomery County legislative body to sell such property upon that determination.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 13<sup>th</sup> day of January, 2015, that property located at 633 Providence Boulevard, Clarksville, Tennessee, if deemed to be no longer suited or needed for school purposes and therefore is declared surplus property according to the CMCSS's policy, it is agreed that the property will be disposed of according to the CMCSS Unification Plan.

**Duly passed and approved this 13<sup>th</sup> day of January, 2015.**

Sponsor \_\_\_\_\_



Commissioner \_\_\_\_\_

Approved \_\_\_\_\_

**County Mayor**

Attested \_\_\_\_\_

**County Clerk**

**RESOLUTION AMENDING THE BYLAWS OF THE CLARKSVILLE  
MONTGOMERY COUNTY SPORTS AUTHORITY**

**WHEREAS**, on October 9, 2006, the Montgomery County Board of Commissioners approved Resolution 06-10-2, *Resolution of the Montgomery County Board of Commissioners Authorizing the Creation of the Clarksville-Montgomery County Sports Authority and Approving the Form of the Charter of said Sports Authority*; and

**WHEREAS**, Bylaws were created, setting out the structure and function of the Sports Authority. Article XI of the Bylaws states that amendments can be made if approved by a majority of the Board of Directors and shall become effective upon the approval of both the Clarksville City Council and the Montgomery County Board of Commissioners; and

**WHEREAS**, the Board of Directors of the Clarksville-Montgomery County Sports Authority met on November 10, 2014, and voted to amend the Bylaws. Attached is a copy of the Bylaws with the noted amendments.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this the 13<sup>th</sup> day of January, 2015, that the revisions to the Clarksville-Montgomery County Sports Authority Bylaws is hereby approved.

**Duly passed and approved this the 13th day of January, 2015.**

Sponsor Shenee Hampton

Commissioner Jay Albritton

Approved \_\_\_\_\_  
County Mayor

Attested \_\_\_\_\_  
County Clerk

BYLAWS  
OF  
CLARKSVILLE-MONTGOMERY COUNTY SPORTS AUTHORITY

ARTICLE I - PURPOSE

1.1 The Clarksville-Montgomery County Sports Authority ("Authority") is a duly organized and incorporated entity created, pursuant to the provisions of the Sports Authority Act of 1993, as amended, being Chapter 67 of Title 7 of the Tennessee Code Annotated, and found in Tennessee Code Annotated 7-67-101, etc. seq. The purposes for the Authority is to promote and further develop sports and recreational opportunities in Montgomery County by facilitating and equipping the acquisition, construction, and rehabilitation of sports complexes and other recreational facilities, all as set out in such a statute, and with all of the powers set out in the Charter of the Corporation.

ARTICLE II - OFFICE

2.1 The principal office of the Authority shall be Economic Development Council, 312 Madison Street, Clarksville, Tennessee 37040.

**Comment [TH1]:** 25 Jefferson Street, Suite 300

2.2 The Board of Directors ("the Board") may also have an office or offices at such other place or places as the Board of Directors may, from time to time, determine and designate.

ARTICLE III - BOARD OF DIRECTORS

3.1 All of the powers of the Authority shall be vested in its Board of Directors, which Board shall be responsible for exercising the powers of the Corporation as set forth in Chapter 67 of Title 7 of the Tennessee Code Annotated, and found in Tennessee Code Annotated 7-67-101, etc. seq., as from time to time amended. The Board shall control all property belonging to Authority, be responsible for its budget, finances, and operation, and otherwise direct its affairs consistent with the powers set out in the Charter of Corporation.

3.2 The Board shall be comprised of eleven (11) voting members, all of whom shall be duly qualified voters of the City of Clarksville and County of Montgomery, Tennessee.

**Comment [TH2]:** Nine (9)

**Comment [TH3]:** be the same board of director that comprise the Clarksville Montgomery County Tourist Commission.

No director shall be an elected official or employee of the City of Clarksville or Montgomery County. The directors shall serve as such without compensation, except that they may be reimbursed for their actual expenses in and about the performance of their duties. Five (5) directors shall be appointed by the Mayor of Montgomery County, subject to the approval of the Board of Commissioners, and they shall be appointed and shall hold office for staggered terms. Five (5) directors shall be appointed by the Mayor of the City of Clarksville, subject to the approval of



the Clarksville City Council, and they shall be so appointed that they shall hold office for staggered terms. Furthermore, one (1) director shall be jointly appointed by both Mayors, subject to the approval of the Montgomery County Board of Commissioners and the Clarksville City Council, and such may serve as Chairman of the Board of Directors of the Corporation. The current directors elected and their terms of office are as follows:

Board Members	Appointed By	Terms
Carolyn Pierce	County	4
Milan Lewis	County	6
Steve Stroman	County	2
Don Jenkins	County	4
Billy Atkins	County	6
Connie Silk	City	4
Jeannie Beauchamp	City	6
Leo Millan	City	2
Larry Rocconi	City	4
Randy Clouser	City	2
Doug Weiland	Both City and County	6

Upon the expiration of the terms of the directors named above, the terms of all directors shall be six (6) years; provided, that if at the expiration of any term of office of any director, a successor thereto shall not have been elected, then such director shall hold over until a successor has been duly elected and qualified. No director shall serve more than two (2) successive six (6) year terms.

Comment [TH4]: Remove

3.3 Vacancies in the Board of Directors by reason of death, resignation, expiration of term, or other cause shall be filled by the applicable appointing body for that director, and such newly appointed director filling an unexpired term shall hold office for the balance of that term.

Comment [TH5]: Remove

#### ARTICLE IV – MEETINGS OF THE BOARD OF DIRECTORS

4.1 The Board of Directors’ meetings shall be held at the principal office of the Corporation, or at such other place as may, from time to time, be designated by the Chairman of the Board of Directors.

4.2 Regular meetings shall be held at such times and frequency as may be determined by the Board of Directors and special meetings may be called by the Chairman or any two (2) directors, by giving five (5) days’ notice to each director. Notice shall be deemed given when delivered in person or posted in the United States Mail, postage prepaid, addressed to each director at such director’s address of record maintained by the Secretary of the Corporation.

4.3 The annual meetings of the Board of Directors of the Corporation shall be held at the principal office of the Corporation, or at such other place as may, from time to time, be designated by the Chairman of the Board of Directors. Such annual meetings shall be held on the last Monday in January, beginning with the year 2008. A notice setting out the time and place of such annual meeting shall be mailed, postage prepaid, to each member of the Board of Directors, at least fifteen (15) days prior to the annual meeting.

4.4 A majority of the entire membership of the Board of Directors shall constitute a quorum of the transaction of any business. Unless a greater number of percentage is required by these Bylaws, or otherwise, the vote of a majority of the total number of directors comprising the Board shall be required for the action of the Board of Directors.

4.5 All meetings shall be deemed open meetings in compliance with the open meetings laws of the State of Tennessee and public notice of all meetings, whether annual, regular, or special, of the Board of Directors, shall be given in accordance with applicable law.

#### ARTICLE V – OFFICERS

5.1 The officers of the Corporation shall consist of a Chairman, a Vice Chairman, a Secretary, a Treasurer, and such other officers as the Board shall, from time to time, deem necessary or desirable. The offices of Secretary and Treasurer may be held by the same person.

**Comment [TH6]:** The officers of the Corporation shall consist of the same officer duly elected by the Clarksville Montgomery County Tourist Commission., and their after shall continue to hold office until his or her successor has been duly elected and qualified.

5.2 The initial officers of the Corporation shall be elected by the Board of Directors at its first meeting or as soon thereafter as may be convenient. Each initial officer shall hold office until the annual meeting of the Board of Directors in the year 2008 and, thereafter, until his or her successor has been duly elected and qualified. Subsequent officers of the Corporation shall be elected at the annual meeting of the Board of Directors. Each such officer shall be elected for a one-year term, but shall continue to hold office until his or her successor has been duly elected and qualified.

**Comment [TH7]:** Remove

5.3 The Chairman shall preside at all meetings of the directors and discharge all of the duties which devolve upon a presiding officer, and perform such other duties as may be prescribed by the Board of Directors.

5.4 The Vice Chairman shall perform such duties as may be assigned to him/her. In the case of death, disability, or absence of the Chairman, the Vice Chairman shall perform and be vested with all of the duties and powers of the Chairman.

**Comment [TH8]:** Additional he or she will keep the record of the minutes of the processing's in each meeting, and shall have custody of all books, records, and papers of the Corporation, except such as shall be in charge of the Treasurer or such person or persons authorized to have custody and possession thereof by a proper resolution of the Board of Directors.

5.5 The Secretary shall keep the record of the minutes of the proceedings in each meeting. The Secretary shall have custody of all books, records, and papers of the Corporation, except such as shall be in charge of the Treasurer or such person or

persons authorized to have custody and possession thereof by a proper resolution of the Board of Directors.

Comment [TH9]: Remove

5.6 The **Treasurer** shall keep account of all money received and disbursed and shall deposit the same with a bank or trust company which is a member of the Federal Deposit Insurance Corporation.

Comment [TH10]: Vice Chairman

5.7 **Other** officers shall perform such duties as shall be designated by the Board of Directors.

Comment [TH11]: Remove

5.8 Each of such officers may be removed at any time by the affirmative vote of the majority of the entire Board of Directors.

5.9 If any office becomes vacant for any reason, the Board of Directors may choose a successor who shall hold office for the unexpired term of such office.

#### ARTICLE VI – WAIVER OF NOTICE

6.1 Whenever any notice whatever is required to be given under the provisions of these Bylaws or under the provisions of Certificate of Incorporation or under the provisions of the law under which this Corporation is organized, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE VII – CONFLICTS OR DUALITY OF INTEREST POLICY

7.1 Purpose. The purpose of the conflict of interest policy is to protect this tax-exempt organization's ("Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

#### 7.2 Definitions.

- a. Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - (i) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.
  - (ii) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

- (iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct or indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 8.3, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### 7.3 Procedures.

- a. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of the conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- c. Procedures for Addressing the Conflict of Interest.
  - (i) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - (ii) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - (iii) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - (iv) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- d. Violations of the Conflict of Interest Policy.
  - (i) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it

- shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (ii) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

7.4 Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

7.5 Compensation.

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. A voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

7.6 Annual Statements. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person.

- a. Has received a copy of the conflicts of interest policy.
- b. Has read and understands the policy.
- c. Has read and understands the policy.
- d. Understands the Organization is tax-exempt and in order to maintain its federal tax exemption, it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

- 7.7 Periodic Reviews. To ensure the Organization operates in a manner consistent with tax-exempt purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
  - b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
- 7.8 Use of Outside Experts. When conducting the periodic reviews as provided in Section 8.7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

#### ARTICLE VIII – INDEMNIFICATION

- 8.1 The Authority shall indemnify any individual member of the Board of Directors against any liability incurred by such director, if the same was incurred in a proceeding whereby such director conducted himself/herself in good faith and reasonably believed such conduct was in the best interest of the Authority, and shall further indemnify in all other cases where such conduct was, at least not opposed to the best interest of the Board.
- 8.2 The Authority shall indemnify any member of the Board of Directors who is wholly successful, on the merits or otherwise, or who is immune from suit under the provisions of Tennessee Code Annotated 48-58-601, in the defense of any proceeding to which such board member was a party because of being a director, against all reasonable expenses incurred by such board member in connection with the proceeding.
- 8.3 The Authority shall indemnify its officers, employees, and agents who are not a Director of the Board to the same extent as such indemnity is afforded to a Director in Paragraphs 8.1 and 8.2 above herein.

#### ARTICLE IX – SEAL

- 9.1 The Corporation may have a seal in such form as may be determined by the Board of Directors. The words "The Clarksville-Montgomery County Sports Authority" shall appear thereon. The absence of a seal being impressed on an official document of the Corporation shall not affect the validity or

enforceability of such document where otherwise properly authorized and executed.

**ARTICLE X - ROBERT'S RULES OF ORDER**

- 10.1 Subject to the requirements of these Bylaws, the proceedings at all Board and Committee meetings shall be governed by the then current edition of Robert's Rules of Order.

**ARTICLE XI - AMENDMENTS**

- 11.1 These Bylaws may be amended by a majority vote of the Board of Directors at any annual meeting or any special meeting called for that purpose, provided that copies of said proposed amendment have been furnished to all members not less than five (5) days prior to such meeting, and shall become effective upon the approval of both the Clarksville City Council and the Board of Commissioners of Montgomery County.

Amended Bylaws:

Approved by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Comment [TH12]: 2014

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

Comment [TH13]: Vice Chairman

**RESOLUTION TO CONVEY A SANITARY SEWER EASEMENT AND REVISE AN EXISTING  
SANITARY SEWER EASEMENT, PREVIOUSLY CONVEYED, IN ROTARY PARK  
TO THE CITY OF CLARKSVILLE**

**WHEREAS**, the Montgomery County Board of Commissioners approved Resolution 12-6-3 conveying a sanitary sewer easement across certain real estate owned by Montgomery County, Tennessee, located at Rotary Park, Clarksville, Tennessee, to the City of Clarksville, Tennessee, for the purpose of extending a City sanitary sewer line; and

**WHEREAS**, a copy of said Resolution is attached hereto as Exhibit "A"; and

**WHEREAS**, the actual route of the sanitary sewer line was revised during planning and construction, in order to reduce disturbance to Rotary Park and reduce construction expenses for the City of Clarksville, Tennessee; and

**WHEREAS**, a revised sanitary sewer easement is required to replace the aforementioned existing sanitary sewer easement approved in Resolution 12-6-3, in order to capture the actual location of the City sanitary sewer line; and

**WHEREAS**, a copy of said easement is attached hereto as Exhibit "B"; and

**WHEREAS**, the City of Clarksville, Tennessee, is also in need of an easement across certain real estate more recently acquired by Montgomery County, Tennessee, by deed of record in Official Record Book Volume 1462, Pages 2524-2526 of the Register's Office of Montgomery County, Tennessee, and identified as Map 081, Tax Parcel #101.00 in the Montgomery County Tax Assessor's Office; and

**WHEREAS**, said real estate is now considered to be a portion of Rotary Park, Clarksville, Tennessee; and

**WHEREAS**, a copy of said easement is attached hereto as Exhibit "C"; and



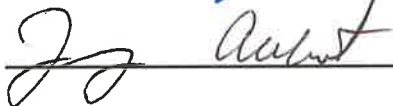
**WHEREAS,** the presence of these sanitary sewer easements and lines will save Montgomery County a substantial amount of money on sewer services to future improvements upon the property; and

**WHEREAS,** the Montgomery County Board of Commissioners feel it is in the best interest of the citizens of Clarksville-Montgomery County that said sanitary sewer easements be granted to the City of Clarksville.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 13<sup>th</sup> day of January, 2015, that the County Mayor is hereby authorized to sign all necessary documents to convey the sanitary sewer easements, as described in Exhibits "B" and "C" attached hereto, to the City of Clarksville.

**Duly passed and approved this 13<sup>th</sup> day of January, 2015.**

Sponsor 

Commissioner 

Approved \_\_\_\_\_  
County Mayor

Attested \_\_\_\_\_  
County Clerk

**RESOLUTION TO CONVEY A SANITARY SEWER  
EASEMENT IN ROTARY PARK TO THE CITY OF CLARKSVILLE**

**WHEREAS**, the City of Clarksville is in need of an easement across certain real estate owned by Montgomery County, Tennessee, located at Rotary Park, Clarksville, Tennessee; and

**WHEREAS**, said easement shall be utilized for the purposes of extending a City sanitary sewer line; and

**WHEREAS**, a copy of said Easement is attached hereto as Exhibit "A;" and

**WHEREAS**, the presence of the Sanitary Sewer easement will save Montgomery County a substantial amount of money on sewer services to future improvements upon the property; and

**WHEREAS**, the Montgomery County Board of Commissioners feel it is in the best interest of the citizens of Clarksville-Montgomery County that said sanitary sewer easement be granted to the City of Clarksville.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session on this 11<sup>th</sup> day of June, 2012. that the County Mayor is hereby authorized to sign all necessary documents to convey the sanitary sewer easement, as described in Exhibit "A" attached hereto, to the City of Clarksville.

**Duly approved this 11<sup>th</sup> day of June, 2012.**

Sponsor

*Clark Cap*

Commissioner

*Jay Ault*

Approved

*Carolyn Bowers*  
County Mayor

Attested

*Kellie A. Jackson*  
County Clerk

### AGREEMENT OF DEDICATION OF EASEMENT

For and in consideration of the mutual benefits that will accrue by reason of the herein after described improvements Montgomery County, a political subdivision of the State of Tennessee, does hereby grant, bargain, sell, transfer and convey unto the City of Clarksville, a Tennessee Municipal Corporation, its successors and assigns forever, permanent easements and/or right-of-way for the purpose of sanitary sewer, water and/or natural gas utilities.

#### **Permanent Utility Easement #1**

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in a western boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Martha M. Pile property as described in Deed Book V408, Page 1818, said point being South 07°19'07" West, 217.86 feet from an existing iron pin that serves as the northeast corner of the Martha M. Pile property.

Said centerline thence runs South 86°05'36" East, 21.46 feet to a point; thence South 43°48'44" East, 29.63 feet to the point of termination of Permanent Utility Easement #1 in the approximate centerline of Wall Branch, said termination point being a point on a shared property line between the Montgomery County property and the Herschel T. Harris property as described in Deed Book V1218, Page 1128.

Said Permanent Utility Easement #1 measuring approximately 766 square feet, or 0.0176 acres.

#### **Permanent Utility Easement #2**

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in a northern boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Evangeline Stanley property as described in Deed Book V92, Page 430, said point being North 80°56'54" West, 243.0 feet from an existing iron pin that serves as a southeast corner of the Evangeline Stanley property, the southwest corner of the Trent C. Knott property as described in Deed Book V1185, Page 114, on a shared property line with the Montgomery County property.

Said centerline thence runs South 06°52'50" West, 244.0 feet to a point; thence South 63°23'36" West, 120.0 feet to a point; thence South 86°50'30" West, 263.2 feet to a point; thence North 70°15'53" West, 219.3 feet to a point; thence North 37°12'38" West, 60.2 feet to a point; thence South 74°59'20" West, 119.9 feet to a point; thence North 81°57'49" West, 164.5 feet to the point of termination of Permanent Utility Easement #2, said termination point being a point on a shared property line between the Montgomery County property and the Herschel T. Harris property as described in Deed Book V1218, Page 1128.

Said Permanent Utility Easement #2 measuring approximately 17,867 square feet, or 0.410 acres.

#### **Permanent Utility Easement #3**

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in an eastern boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Parkvue Village, LLC property as described in Deed Book V1055, Page 929, said point being South 06°04'14" West, 70.6 feet from an existing iron pin that serves as a northeast corner of the

This instrument was prepared by  
Clarksville Gas and Water Department  
Clarksville, TN 37043

Montgomery County Property  
1 Rotary Park Road  
Deed Book V222, Page 1, R.O.M.C.T.  
Tax Map 081, Parcel 100.00

Montgomery County property, a northwest corner of the Parkvue Village, LLC property, and a southern corner of the James P. Snider property as described in Deed Book V1236, Page 955.

Said centerline thence runs North 62°15'32" West, 43.5 feet to a point; thence North 68°50'35" West, 178.1 feet to a point; thence North 89°44'37" West, 232.8 feet to a point; thence North 77°32'03" West, 320.9 feet to a point; thence North 56°11'45" West, 205.0 feet to the point of termination of Permanent Utility Easement #3, said termination point being a point on the centerline of Permanent Easement #2.

Said Permanent Utility Easement #3 measuring approximately 14,705 square feet, or 0.338 acres.

**Temporary Access Easement and Material and Equipment Storage Easement**

Said Temporary Access Easement includes use of Rotary Park Road, as well as off-road access from Rotary Park Road to the southwest towards Permanent Utility Easement #1, off-road access from Rotary Park Road to the south along the existing BP Petroleum Pipeline Easement, and from Rotary Park Road to the southeast along the existing TVA easement.

Said Temporary Material and Equipment Storage Easement includes grassed areas adjacent to Permanent Utility Easement #1, grassed areas adjacent to the existing BP Petroleum Pipeline Easement both north and south of Rotary Park Road, and the grassed area generally bound to the west by Rotary Park Road, the northeast by the TVA easement and the south by an existing treeline.

To have and to hold said easement or right-of-way to the City of Clarksville, its successors and assigns forever. I/we do further covenant with said City of Clarksville, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

Grantor does further covenant with said City of Clarksville, that said portion of parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided in the opinion of the City of Clarksville, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Clarksville hereby covenants that upon completion of construction it will restore the herein above described property to its original condition, or as near thereto as is reasonably possible.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

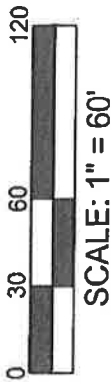
STATE OF TENNESSEE  
MONTGOMERY COUNTY

Personally appeared before me, the undersigned, \_\_\_\_\_ a Notary Public in and for said State and County, the within named \_\_\_\_\_, the bargainer, with whom I am personally acquainted, and who acknowledge that \_\_\_\_\_ executed the within instrument for the purposes therein contained.

Witness my hand and seal at Clarksville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Notary Public



MONTGOMERY COUNTY PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

NO RECORDED EASEMENT FOUND  
GAS LINE

GRAVEL

ASPHALT

Ø CREEK

PROPERTY LINE MEANDERS  
WITH CENTERLINE OF CREEK

POINT OF BEGINNING  
IP

MARTHA M. PILE  
PROPERTY  
ORV 408, PG 1818 R.O.M.C.T.

S07° 19' 07"W  
217.86'

S86° 05' 36"E  
21.46'

S43° 48' 44"E  
29.63'

15.0' PERMANENT  
EASEMENT #1

HERSCHEL T. HARRIS, ET UX PROPERTY  
ORV 1218, PG 1128 R.O.M.C.T.



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

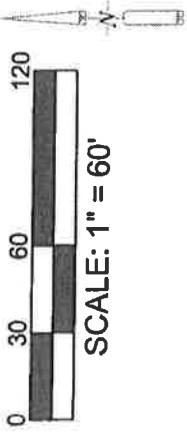
931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY  
PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-01

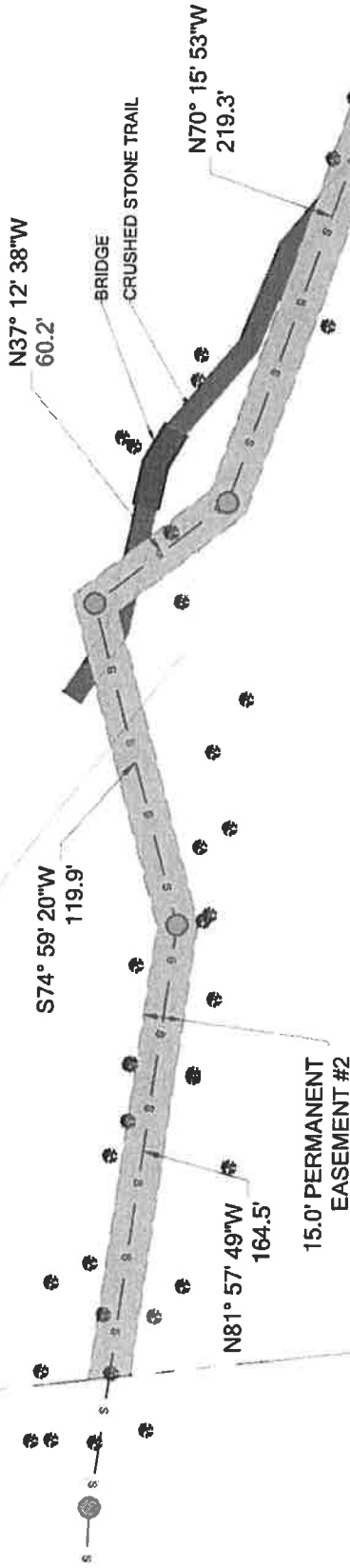
Date: APRIL 2012

Revision: 0



MONTGOMERY COUNTY PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

CENTERLINE OF CREEK



HERSCHEL T. HARRIS,  
ET UX PROPERTY  
ORV 1218,  
PG 1128 R.O.M.C.T.

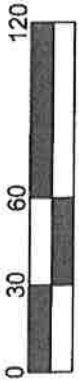
MONTGOMERY COUNTY PROPERTY  
ORV 222, PG 1 R.O.M.C.T.



2215 MADISON ST.  
P.O. BOX 387  
CLARKSVILLE, TN 37040  
931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY  
PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-02-B  
Date: APRIL 2012  
Revision: 0



SCALE: 1" = 60'

ELZIE & BOBBY STANLEY PROPERTY  
DB 149, PG 178 R.O.M.C.T.

EVANGELINE STANLEY PROPERTY  
DB 92, PG 430 R.O.M.C.T.

MONTGOMERY COUNTY PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

POINT OF BEGINNING  
TRENT C. KNOTT PROPERTY  
DB 1185, PG 114 R.O.M.C.T.

15.0' PERMANENT  
EASEMENT #2

CENTERLINE  
150.0' T/A TRANSMISSION  
LINE EASEMENT

N80° 56' 54"W  
243.0'

S06° 52' 50"W  
244.0'

S86° 50' 30"W  
263.2'

S63° 23' 36"W  
120.0'



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY  
PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-02-A

Date: APRIL 2012

Revision: 0



SCALE: 1" = 60'



N56° 11' 45"W  
205.0'

15.0' PERMANENT  
EASEMENT #3

N77° 32' 03"W  
320.9'

MONTGOMERY COUNTY PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

D CREEK

150.0' T/A TRANSMISSION  
LINE EASEMENT



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

931-645-7418 FAX: 931-648-5983

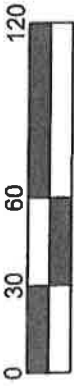
MONTGOMERY COUNTY  
PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-03-B

Date: APRIL 2012

Revision: 0





SCALE: 1" = 60'

MONTGOMERY COUNTY PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

N77° 32' 03"W  
320.9'

N89° 44' 37"W  
232.8'

15.0' PERMANENT  
EASEMENT #3

S06° 04' 14"W  
70.6'

N68° 50' 35"W  
178.1'

N62° 15' 32"W  
43.5'

POINT OF  
BEGINNING

JAMES P. SNIDER  
ORV 1236, PG. 955 R.O.M.C.T.

PARKVUE VILLAGE  
PROPERTY  
ORV 1055, PG 929  
R.O.M.C.T.

MONTGOMERY COUNTY PROPERTY  
ORV 222, PG 1 R.O.M.C.T.



2215 MADISON ST.

P.O. BOX 387

CLARKSVILLE, TN 37040

931-645-7418 FAX: 931-648-5983

MONTGOMERY COUNTY  
PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

Detail No. ES-03-A

Date: APRIL 2012

Revision: 0

## EXHIBIT B

This instrument was prepared by  
Clarksville Gas and Water Department  
Clarksville, TN 37043

Montgomery County Property  
1 Rotary Park Road  
Deed Book V222, Page 1, R.O.M.C.T.  
Tax Map 081, Parcel 100.00

### AGREEMENT OF DEDICATION OF EASEMENT

For and in consideration of the mutual benefits that will accrue by reason of the herein after described improvements I/we do hereby grant, bargain, sell, transfer and convey unto the City of Clarksville, a Tennessee Municipal Corporation, its successors and assigns forever, permanent easements and/or right-of-way for the purpose of sanitary sewer, water and/or natural gas utilities.

#### Permanent Utility Easement #1

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in a western boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Martha M. Pile property as described in Deed Book V408, Page 1818, said point being South 07°19'07" West, 217.9 feet from an existing iron pin that serves as the northeast corner of the Martha M. Pile property.

Said centerline thence runs South 86°05'36" East, 21.5 feet to a point; thence South 43°48'44" East, 29.6 feet to the point of termination of Permanent Utility Easement #1 in the approximate centerline of Wall Branch, said termination point being a point on a shared property line between the subject Montgomery County property and the Montgomery County property as described in Deed Book V1462, Page 2524.

Said Permanent Utility Easement #1 measuring approximately 766 square feet, or 0.0176 acres.

#### Permanent Utility Easement #2

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in a northern boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Evangeline Stanley property as described in Deed Book V92, Page 430, said point being North 80°56'28" West, 246.2 feet from an existing iron pin that serves as a southeast corner of the Evangeline Stanley property, the southwest corner of the Trent C. Knott property as described in Deed Book V1208, Page 1891, on a shared property line with the Montgomery County property.

Said centerline thence runs South 45°54'06" West, 189.9 feet to a point; thence South 45°54'06" West, 140.1 feet to a point; thence South 62°47'39" West, 178.2 feet to a point; thence North 70°15'53" West, 219.3 feet to a point; thence North 37°12'38" West, 60.2 feet to a point; thence South 74°59'20" West, 119.9 feet to a point; thence North 81°57'49" West, 164.5 feet to the point of termination of Permanent Utility Easement #2, said termination point being a point on a shared property line between the subject Montgomery County property and the Montgomery County property as described in Deed Book V1462, Page 2524.

Said Permanent Utility Easement #2 measuring approximately 16,849 square feet, or 0.387 acres.

#### Permanent Utility Easement #3

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in an eastern boundary of the Montgomery County property as described in Deed Book V222, Page 1, said point being on a shared property line between the Montgomery County property and the Parkvue Village, LLC property as described in Deed Book V1055, Page 929, said point being South 06°04'14" West, 70.6 feet from an existing iron pin that serves as a northeast corner of the Montgomery County property, a northwest corner of the Parkvue Village, LLC property, and a southern corner of the James P. Snider property as described in Deed Book V1236, Page 955.

Said centerline thence runs North 62°15'32" West, 43.5 feet to a point; thence North 68°50'35" West, 178.1 feet to a point; thence North 89°44'37" West, 232.8 feet to a point; thence North 77°32'03" West, 380.5 feet to a point; thence North 46°28'52" West, 290.3 feet to the point of termination of Permanent Utility Easement #3, said termination point being a point on the edge of Permanent Easement #2.

Said Permanent Utility Easement #3 measuring approximately 17,027 square feet, or 0.391 acres.

#### Temporary Construction Easement

A 10-foot wide temporary construction easement adjacent and parallel to each side of the above-described permanent utility easements is included where applicable.

#### Temporary Access Easement and Material and Equipment Storage Easement

Said Temporary Access Easement includes use of Rotary Park Road, as well as off-road access from Rotary Park Road to the southwest towards Permanent Utility Easement #1, off-road access from Rotary Park Road to the south along the existing BP Petroleum Pipeline Easement, and off-road access from Rotary Park Road to the southeast along the existing TVA easement.

Said Temporary Material and Equipment Storage Easement includes grassed areas adjacent to Permanent Utility Easement #1, grassed areas adjacent to the existing BP Petroleum Pipeline Easement both north and south of Rotary Park Road, and the grassed area generally bound to the west by Rotary Park Road, the northeast by the TVA easement and the south by an existing treeline, and the cleared area within the TVA easement.

To have and to hold said easement or right-of-way to the City of Clarksville, its successors and assigns forever. I/we do further covenant with said City of Clarksville, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/we do further covenant with said City of Clarksville, that said portion of parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided in the opinion of the City of Clarksville, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Clarksville hereby covenants that upon completion of construction it will restore the herein above described property to its original condition, or as near thereto as is reasonably possible.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

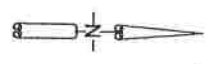
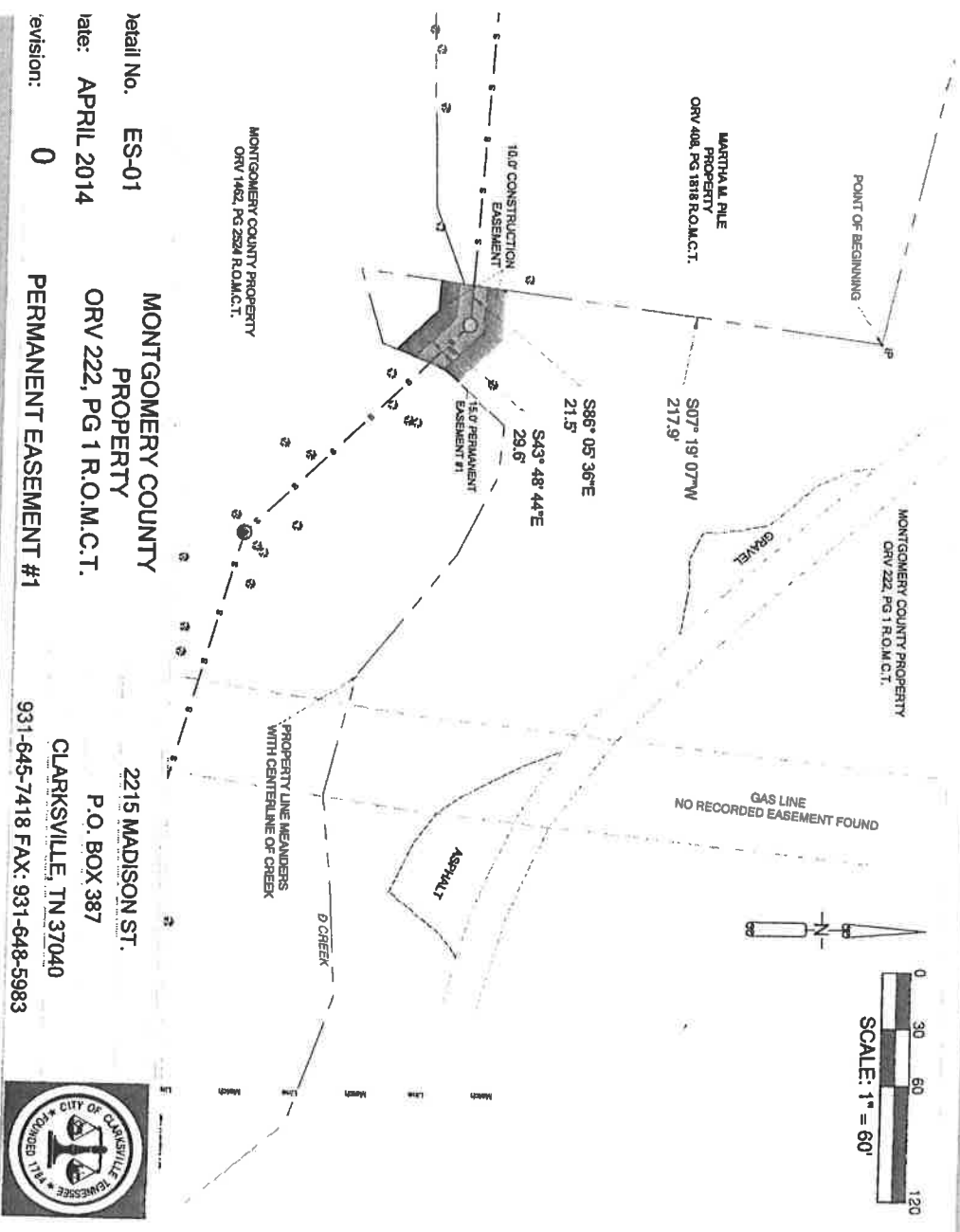
STATE OF TENNESSEE  
MONTGOMERY COUNTY

Personally appeared before me, the undersigned, \_\_\_\_\_ a Notary Public in and for said State and County, the within named \_\_\_\_\_, the bargainer, with whom I am personally acquainted, and who acknowledge that \_\_\_\_\_ executed the within instrument for the purposes therein contained.

Witness my hand and seal at Clarksville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



Detail No. ES-01  
 Date: APRIL 2014  
 Revision: 0

MONTGOMERY COUNTY  
 PROPERTY  
 ORV 222, PG 1 R.O.M.C.T.  
 PERMANENT EASEMENT #1

2215 MADISON ST.  
 P.O. BOX 387  
 CLARKSVILLE, TN 37040  
 931-645-7418 FAX: 931-648-5983



MONTGOMERY COUNTY PROPERTY  
 ORV 1462, PG 2924 R.O.M.C.T.

MARTHA M. FILE  
 PROPERTY  
 ORV 408, PG 1818 R.O.M.C.T.

MONTGOMERY COUNTY PROPERTY  
 ORV 222, PG 1 R.O.M.C.T.

GAS LINE  
 NO RECORDED EASEMENT FOUND

PROPERTY LINE MEANDERS  
 WITH CENTERLINE OF CREEK

GRAVEL

S86° 05' 36"E  
 21.5'  
 S43° 48' 44"E  
 29.0'

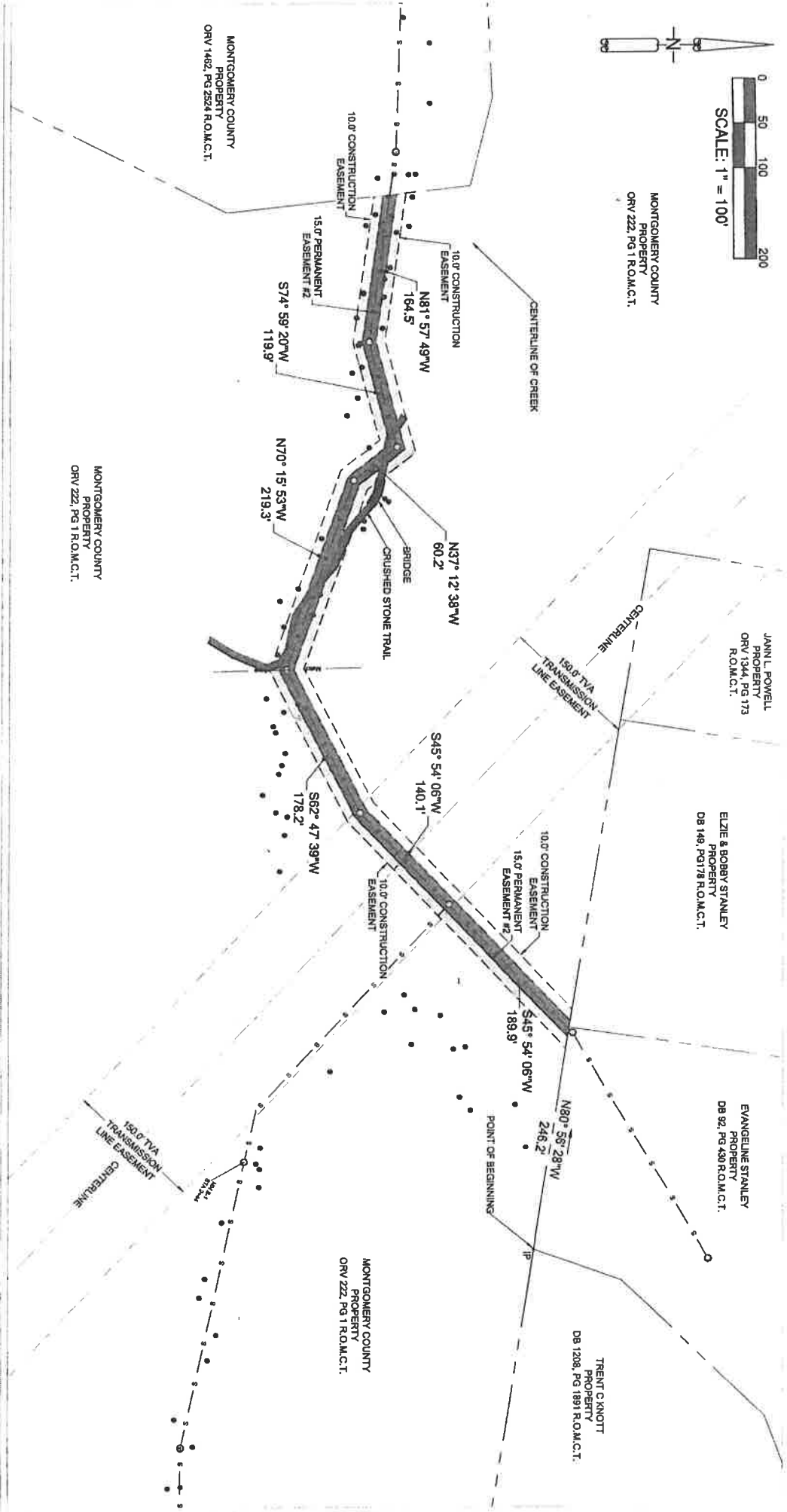
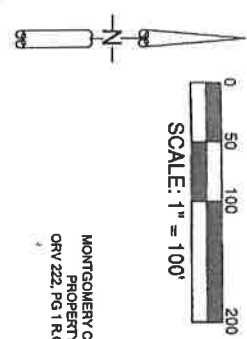
S07° 19' 07"W  
 217.9'

10.0' CONSTRUCTION  
 EASEMENT

15.0' PERMANENT  
 EASEMENT #1

D CREEK

ASPHALT



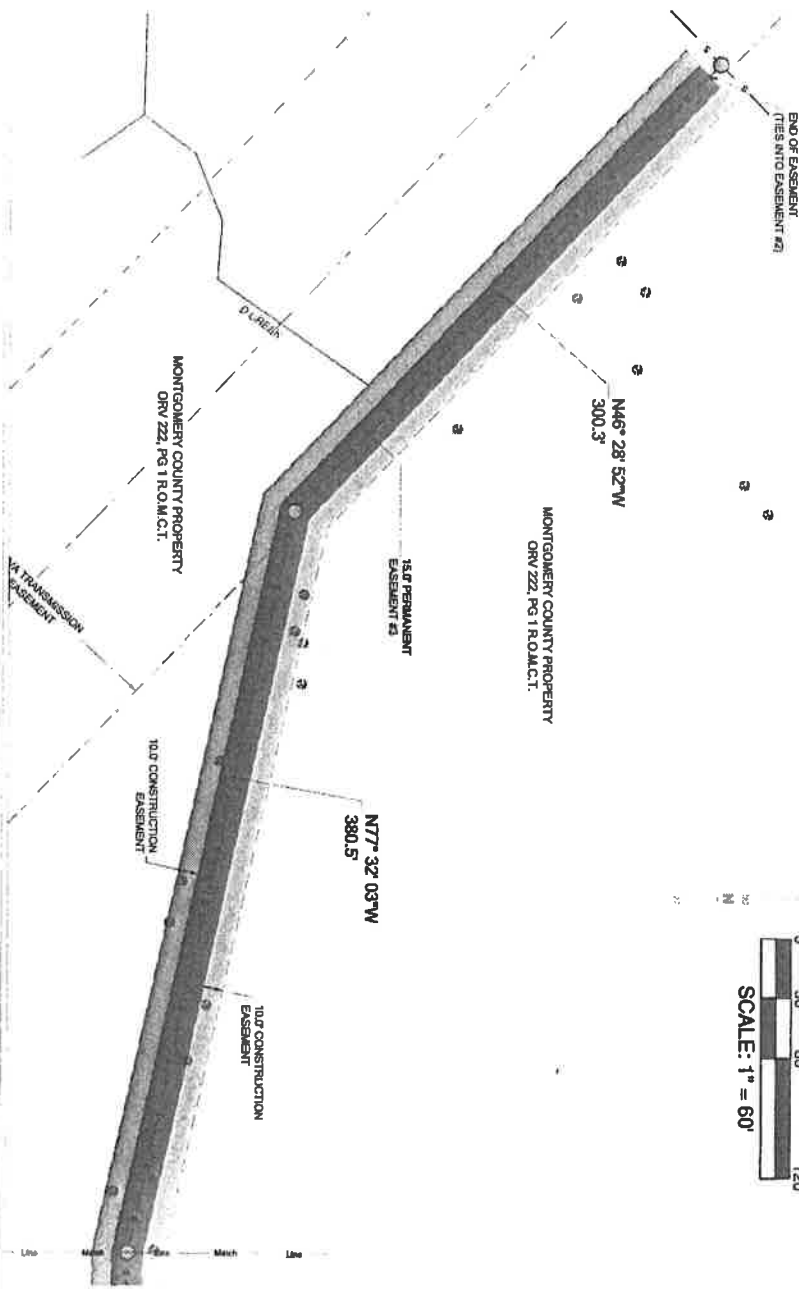
Detail No. **ES-03**  
 Date: **APRIL 2014**  
 Revision: **0**

**MONTGOMERY COUNTY**  
**PROPERTY**  
**ORV 222, PG 1 R.O.M.C.T.**  
**PERMANENT EASEMENT #2**

**2215 MADISON ST.**  
**P.O. BOX 387**  
**CLARKSVILLE, TN 37040**  
**931-645-7418 FAX: 931-648-5983**



END OF EASEMENT  
(RES INTO EASEMENT #2)

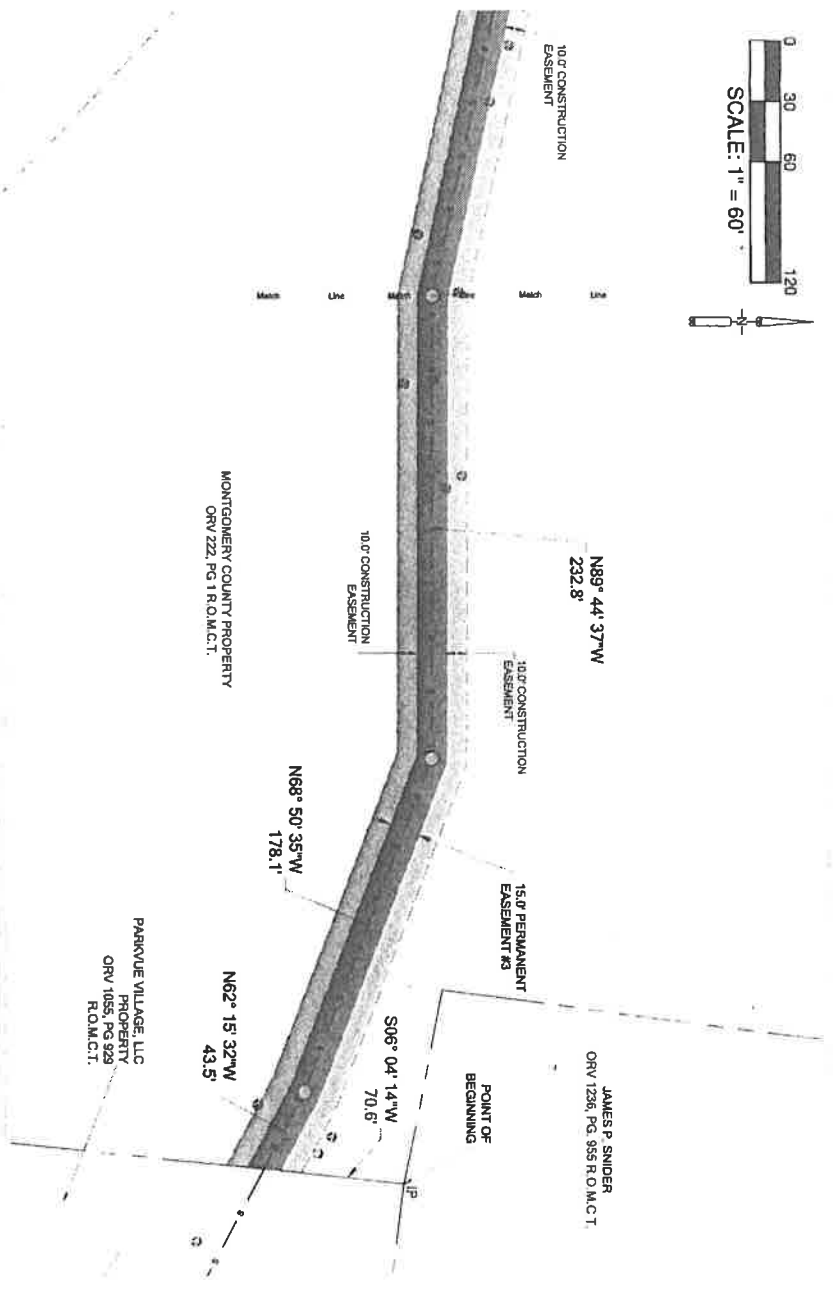
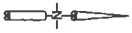
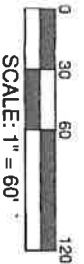


Detail No. ES-04-B  
Date: APRIL 2012  
Revision: 0

MONTGOMERY COUNTY  
PROPERTY  
ORV Z22, PG 1 R.O.M.C.T.  
PERMANENT EASEMENT #3

2215 MADISON ST.  
P.O. BOX 387  
CLARKSVILLE, TN 37040  
931-645-7418 FAX: 931-648-5983





Retail No. ES-04-A  
 Date: APRIL 2012  
 Revision: 0

MONTGOMERY COUNTY  
 PROPERTY  
 ORV 222, PG 1 R.O.M.C.T.  
 PERMANENT EASEMENT #3

2215 MADISON ST.  
 P.O. BOX 387  
 CLARKSVILLE, TN 37040  
 931-645-7418 FAX: 931-648-5983



EXHIBIT C

This instrument was prepared by  
Clarksville Gas and Water Department  
Clarksville, TN 37043

Montgomery County, Tennessee Property  
0 E. Old Ashland City Road  
Deed Book V1462, Page 2524  
Tax Map 081, Parcel 101.00

AGREEMENT OF DEDICATION OF EASEMENT

For and in consideration of the mutual benefits that will accrue by reason of the herein after described improvements I/we do hereby grant, bargain, sell, transfer and convey unto the City of Clarksville, a Tennessee Municipal Corporation, its successors and assigns forever, permanent easements and/or right-of-way for the purpose of sanitary sewer, water and/or natural gas utilities.

**Permanent Utility Easement**

Said easement being 15 feet wide and having a centerline described as follows:

Commencing at a point in the eastern boundary of the Montgomery County, Tennessee property as described in Deed Book V1462, Page 2524, said point being on a shared property line between the subject Montgomery County, Tennessee property and the Montgomery County, Tennessee property as described in Deed Book V222, Page 1, said point being South 05°58'15" East, 89.36 feet from an existing iron pin located approximately in the centerline of Wall Branch that serves as the northeast corner of the subject Montgomery County, Tennessee property.

Said centerline thence runs North 81°57'49" West, 47.39 feet to a point; thence North 88°01'35" West, 395.96 feet to a point; thence North 74°02'48" West, 396.61 feet to a point; thence North 43°48'44" West, 132.19 feet to the point of termination of the Permanent Utility Easement, said termination point located approximately in the centerline of Wall Branch, said termination point being on a shared property line between the Montgomery County, Tennessee property described in Deed Book V1462, Page 2524 and the Montgomery County, Tennessee property described in Deed Book V222, Page 1.

Said Permanent Utility Easement measuring approximately 14,592 square feet, or 0.335 acres.

**Temporary Construction Easement**

A 10-foot wide temporary construction easement adjacent and parallel to each side of the described utility easement is included where applicable.

To have and to hold said easement or right-of-way to the City of Clarksville, its successors and assigns forever. I/we do further covenant with said City of Clarksville, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/we do further covenant with said City of Clarksville, that said portion of parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided in the opinion of the City of Clarksville, said use or uses do not destroy, weaken or damage the above mentioned improvements or interfere with the operation or maintenance thereof. The City of Clarksville hereby covenants that upon completion of construction it will restore the herein above described property to its original condition, or as near thereto as is reasonably possible.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TENNESSEE  
MONTGOMERY COUNTY

Personally appeared before me, the undersigned, \_\_\_\_\_ a Notary Public in and for said State and County, the within named \_\_\_\_\_, the bargainer, with whom I am personally acquainted, and who acknowledge that \_\_\_\_\_ executed the within instrument for the purposes therein contained.

Witness my hand and seal at Clarksville, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



MONTGOMERY COUNTY PROPERTY  
ORV 222, PG 1 R.O.M.C.T.



PROPERTY LINE MEANDERS  
WITH CENTERLINE OF CREEK  
ASPHALT

15.0' PERMANENT  
EASEMENT

N43° 48' 44"W  
132.2'

N74° 02' 48"W  
396.6'

D. CREEK

GAS LINE  
NO RECORDED EASEMENT  
FOUND

MONTGOMERY COUNTY PROPERTY  
ORV 1462, PG 2524 R.O.M.C.T.

MONTGOMERY COUNTY  
PROPERTY  
ORV 222, PG 1 R.O.M.C.T.

15.0' PERMANENT  
EASEMENT

N88° 01' 35"W  
396.0'

D. CREEK

PROPERTY LINE MEANDERS  
WITH CENTERLINE OF CREEK

S05° 58' 15"E  
89.4'

N81° 57' 49"W  
47.4'

POINT OF  
BEGINNING

MONTGOMERY COUNTY  
PROPERTY  
ORV 1462, PG 2524 R.O.M.C.T.

Detail No. **ES-02**

Date: **APRIL 2014**

Revision: **0**

**MONTGOMERY COUNTY PROPERTY**  
ORV 1462, PG 2524 R.O.M.C.T.

**2215 MADISON ST.**

**P.O. BOX 387**

**CLARKSVILLE, TN 37040**

**931-645-7418 FAX: 931-648-5983**



**RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF  
BOND ANTICIPATION NOTES NOT TO EXCEED \$1,708,900**

**WHEREAS**, the Governing Body of Montgomery County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following equipment purchase for Bi-County Solid Waste; and

**WHEREAS**, the Governing Body has determined that the equipment will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

**WHEREAS**, the Local Government intends to issue and sell general obligation bonds (the “Bonds”) pursuant to the provisions of Title Nine, Tennessee Code Annotated, to finance the cost of the Project; and

**WHEREAS**, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the “Act”), local governments in Tennessee are authorized to issue and sell interest bearing bond anticipation notes for the purpose of providing funds in anticipation of the issuance of bonds upon the approval of the State Director of Local Finance; and

**WHEREAS**, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of bond anticipation notes at this time.

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

**Section 1.** That, for the purpose of providing funds in anticipation of the issuance of the Bonds, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the State Director of Local Finance, to issue an interfund loan not to exceed five hundred thousand dollars (\$1708, 900).

**Section 2.** That the interfund loan shall mature not later than two (2) years after the date of issuance. If any of the interfund loan shall remain unpaid at the end of two (2) years from the original issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to state law, or be otherwise liquidated as approved by the State Director of Local Finance.

**Section 3.** That the interfund loan may be renewed or extended as permitted by law.

**Section 4.** That, after the transfer of the interfund loan, and for each year that the loan is outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the loan. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

**Section 5.** That all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage and the satisfaction of all conditions referenced in this Resolution.

**Duly passed and approved this 13th day of January, 2015.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT  
OF BOND ANTICIPATION NOTES NOT TO EXCEED \$500,000**

**WHEREAS**, the Governing Body of Montgomery County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide additional funds for the following public works project (the “Project”); the Veterans Plaza Renovation; and

**WHEREAS**, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

**WHEREAS**, the Local Government intends to issue and sell general obligation bonds (the “Bonds”) pursuant to the provisions of Title Nine, Tennessee Code Annotated, to finance the cost of the Project; and

**WHEREAS**, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the “Act”), local governments in Tennessee are authorized to issue and sell interest bearing bond anticipation notes for the purpose of providing funds in anticipation of the issuance of bonds upon the approval of the State Director of Local Finance; and

**WHEREAS**, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of bond anticipation notes at this time.

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

**Section 1.** That, for the purpose of providing funds in anticipation of the issuance of the Bonds, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the State Director of Local Finance, to issue an interfund loan not to exceed five hundred thousand dollars (\$500,000).

**Section 2.** That the interfund loan shall mature not later than two (2) years after the date of issuance. If any of the interfund loan shall remain unpaid at the end of two (2) years from the original issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to state law, or be otherwise liquidated as approved by the State Director of Local Finance.

**Section 3.** That the interfund loan may be renewed or extended as permitted by law.

**Section 4.** That, after the transfer of the interfund loan, and for each year that the loan is outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the “Director”.) The budget shall be kept balanced during the life of the loan. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the “Statutes”.) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

**Section 5.** That all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage and the satisfaction of all conditions referenced in this Resolution.

**Duly passed and approved this 13th day of January, 2015.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**

**RESOLUTION OF THE MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS AUTHORIZING  
THE FINANCE OF A MORBARK TUB GRINDER VIA  
A CAPITAL LEASE AGREEMENT**

**WHEREAS**, Bi-County Solid Waste (Lessee) desires to enter into a three (3) year Equipment Capital Lease Agreement with John Deere Credit (Lessor), as set forth in Exhibit A, for the purpose of financing the equipment therein described for the total cost specified therein (collectively the "Equipment") and to own such equipment at the end of the lease term. The total equipment cost is \$365,596.00. Total lease amount at end of term is \$382,751.20 and;

**WHEREAS**, the funding for the Capital Lease agreement (annual lease cost of \$127,583.40) was initially appropriated by way of Bi-County Solid Waste Budget and is reflected in the budget for FY 2014/2015, and:

**WHEREAS**, pursuant to Section 68-211-906 (5) of the Tennessee Code Annotated, Bi-County Solid Waste is authorized to Acquire, whether by purchase, exchange, gift, devise, lease, the exercise of the power of eminent domain or otherwise, any and all types of property, whether real, personal or mixed, tangible or intangible and whether or not subject to mortgages, liens, charges or other encumbrances and hold, sell, lease, exchange, donate or convey any or all of its properties, facilities or services, whenever the board of directors of the authority shall find such action to be in furtherance of the purposes for which the authority is created;

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this the 13th day of January, 2015 that the Agreement and Exhibit attached hereto in substantially the same form as Exhibit "A", by and between the Lessor and the Lessee are hereby approved and the Director (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee. The agreement will be executed for fiscal year 2014-2015.

Duly passed and approved this 13th day of January, 2015.

Sponsor: 

Commissioner: 

Approved: \_\_\_\_\_  
County Mayor

Attested: \_\_\_\_\_  
County Clerk



**JOHN DEERE  
FINANCIAL**

**Lease Schedule**

<b>Lease Schedule No.</b>	030-0061841-002
<b>Master Lease Agreement No.</b>	0061841

<b>Lessee:</b> (Name & Address)	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD., WOODLAWN, TN 37191
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**EQUIPMENT INFORMATION**

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2015	MOR	1200XL	MORBARK TUB GRINDER	567-580	0	\$570,566.00

<b>Equipment Location</b>	3212 DOVER RD, WOODLAWN, TN, 37191	OUTSIDE city limits: <input checked="" type="checkbox"/>	MONTGOMERY COUNTY
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**LEASE TERM**

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
01/13/2015	01/13/2018	36	\$10,631.95	\$0.00	\$10,631.95

\*If part of the regular scheduled lease payment

**PAYMENT TERMS**

**PAYMENT DUE AT SIGNING**

Due Date	1 <sup>st</sup> Payment Due Date	Billing Period	Advance Lease** Payment	\$0.00
13	02/13/2015	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**Advance Lease Payment includes the first 0 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Purchase Option.** You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.



You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

**Miscellaneous.** You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

# Lease Schedule

Lease Schedule No.	030-0061841-002
Master Lease Agreement No.	0061841

**BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

<b>LESSEE</b>	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD WOODLAWN, TN 37191	<b>LESSOR</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	_____
	PETER REED , EXECUTIVE DIRECTOR		
Date: 	_____	Date: _____	_____



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 Montgomery County
 

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Compound Period ..... : Monthly

Nominal Annual Rate .... : 3.000 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/13/2015	365,596.00	1		
2 Payment	02/13/2015	10,631.95	36	Monthly	01/13/2018
3 Payment	02/13/2018	1.00	1		

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	01/13/2015				365,596.00
1	02/13/2015	10,631.95	913.99	9,717.96	355,878.04
2	03/13/2015	10,631.95	889.70	9,742.25	346,135.79
3	04/13/2015	10,631.95	865.34	9,766.61	336,369.18
4	05/13/2015	10,631.95	840.92	9,791.03	326,578.15
5	06/13/2015	10,631.95	816.45	9,815.50	316,762.65
6	07/13/2015	10,631.95	791.91	9,840.04	306,922.61
7	08/13/2015	10,631.95	767.31	9,864.64	297,057.97
8	09/13/2015	10,631.95	742.64	9,889.31	287,168.66
9	10/13/2015	10,631.95	717.92	9,914.03	277,254.63
10	11/13/2015	10,631.95	693.14	9,938.81	267,315.82
11	12/13/2015	10,631.95	668.29	9,963.66	257,352.16
2015 Totals		116,951.45	8,707.61	108,243.84	
12	01/13/2016	10,631.95	643.38	9,988.57	247,363.59
13	02/13/2016	10,631.95	618.41	10,013.54	237,350.05
14	03/13/2016	10,631.95	593.38	10,038.57	227,311.48
15	04/13/2016	10,631.95	568.28	10,063.67	217,247.81
16	05/13/2016	10,631.95	543.12	10,088.83	207,158.98
17	06/13/2016	10,631.95	517.90	10,114.05	197,044.93
18	07/13/2016	10,631.95	492.61	10,139.34	186,905.59
19	08/13/2016	10,631.95	467.26	10,164.69	176,740.90
20	09/13/2016	10,631.95	441.85	10,190.10	166,550.80
21	10/13/2016	10,631.95	416.38	10,215.57	156,335.23
22	11/13/2016	10,631.95	390.84	10,241.11	146,094.12
23	12/13/2016	10,631.95	365.24	10,266.71	135,827.41
2016 Totals		127,583.40	6,058.65	121,524.75	
24	01/13/2017	10,631.95	339.57	10,292.38	125,535.03
25	02/13/2017	10,631.95	313.84	10,318.11	115,216.92
26	03/13/2017	10,631.95	288.04	10,343.91	104,873.01
27	04/13/2017	10,631.95	262.18	10,369.77	94,503.24
28	05/13/2017	10,631.95	236.26	10,395.69	84,107.55
29	06/13/2017	10,631.95	210.27	10,421.68	73,685.87
30	07/13/2017	10,631.95	184.21	10,447.74	63,238.13

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**Montgomery County**

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Date	Payment	Interest	Principal	Balance
31 08/13/2017	10,631.95	158.10	10,473.85	52,764.28
32 09/13/2017	10,631.95	131.91	10,500.04	42,264.24
33 10/13/2017	10,631.95	105.66	10,526.29	31,737.95
34 11/13/2017	10,631.95	79.34	10,552.61	21,185.34
35 12/13/2017	10,631.95	52.96	10,578.99	10,606.35
2017 Totals	127,583.40	2,362.34	125,221.06	
36 01/13/2018	10,631.95	26.52	10,605.43	0.92
37 02/13/2018	1.00	0.08	0.92	0.00
2018 Totals	10,632.95	26.60	10,606.35	
Grand Totals	382,751.20	17,155.20	365,596.00	



**JOHN DEERE  
FINANCIAL**


**Amortization Schedule**


<b>Lease Schedule No.</b>	<b>030-0061841-002</b>
<b>Master Lease-Purchase Agreement No.</b>	<b>0061841</b>

<b>Lessee:</b> (Name & Address)	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD, WOODLAWN, TN 37191				
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600				
<b>Nominal Annual Rate:</b>	3.00%				
<b>Payment Number:</b>	<b>Date:</b>	<b>Lease Payment:</b>	<b>Interest:</b>	<b>Principal:</b>	<b>Principal Balance:</b>
Lease	01/13/2015				365,596.00
1	02/13/2015	10,631.95	914.00	9,717.95	355,878.05
2	03/13/2015	10,631.95	889.70	9,742.25	346,135.80
3	04/13/2015	10,631.95	865.34	9,766.61	336,369.19
4	05/13/2015	10,631.95	840.93	9,791.02	326,578.17
5	06/13/2015	10,631.95	816.45	9,815.50	316,762.67
6	07/13/2015	10,631.95	791.91	9,840.04	306,922.63
7	08/13/2015	10,631.95	767.31	9,864.64	297,057.99
8	09/13/2015	10,631.95	742.65	9,889.30	287,168.69
9	10/13/2015	10,631.95	717.93	9,914.02	277,254.67
10	11/13/2015	10,631.95	693.14	9,938.81	267,315.86
11	12/13/2015	10,631.95	668.29	9,963.66	257,352.20
12	01/13/2016	10,631.95	643.38	9,988.57	247,363.63
13	02/13/2016	10,631.95	618.41	10,013.54	237,350.09
14	03/13/2016	10,631.95	593.38	10,038.57	227,311.52
15	04/13/2016	10,631.95	568.28	10,063.67	217,247.85
16	05/13/2016	10,631.95	543.12	10,088.83	207,159.02
17	06/13/2016	10,631.95	517.90	10,114.05	197,044.97
18	07/13/2016	10,631.95	492.62	10,139.33	186,905.64
19	08/13/2016	10,631.95	467.27	10,164.68	176,740.96
20	09/13/2016	10,631.95	441.85	10,190.10	166,550.86
21	10/13/2016	10,631.95	416.38	10,215.57	156,335.29
22	11/13/2016	10,631.95	390.84	10,241.11	146,094.18
23	12/13/2016	10,631.95	365.24	10,266.71	135,827.47
24	01/13/2017	10,631.95	339.57	10,292.38	125,535.09
25	02/13/2017	10,631.95	313.84	10,318.11	115,216.98
26	03/13/2017	10,631.95	288.04	10,343.91	104,873.07
27	04/13/2017	10,631.95	262.18	10,369.77	94,503.30
28	05/13/2017	10,631.95	236.26	10,395.69	84,107.61
29	06/13/2017	10,631.95	210.27	10,421.68	73,685.93
30	07/13/2017	10,631.95	184.22	10,447.73	63,238.20
31	08/13/2017	10,631.95	158.10	10,473.85	52,764.35
32	09/13/2017	10,631.95	131.91	10,500.04	42,264.31

33	10/13/2017	10,631.95	105.66	10,526.29	31,738.02
34	11/13/2017	10,631.95	79.35	10,552.60	21,185.42
35	12/13/2017	10,631.95	52.96	10,578.99	10,606.43
36	01/13/2018	10,631.95	26.52	10,605.43	1.00
37	01/13/2018	1.00	0.00	1.00	0.00
<b>Grand Totals</b>		<b>382,751.20</b>	<b>17,155.20</b>	<b>365,596.00</b>	

**LESSEE** **MONTGOMERY COUNTY**  
3212 DOVER RD,  
WOODLAWN, TN 37191

By:  \_\_\_\_\_  
PETER REED , EXECUTIVE  
DIRECTOR

Date:  \_\_\_\_\_

**LESSOR** **DEERE CREDIT, INC.**  
6400 N.W.86<sup>th</sup> STREET, PO BOX 6600  
JOHNSTON, IA 50131-6600

By: \_\_\_\_\_

Date: \_\_\_\_\_

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) \_\_\_\_\_

Deere Credit, Inc.  
PO Box 6600  
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0061841 dated 01/13/2015 (the "Master Lease") and Lease Schedule No. 030-0061841-002 dated 01/13/2015 (the "Lease Schedule"), and entered into between MONTGOMERY COUNTY ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: \_\_\_\_\_



# JOHN DEERE FINANCIAL

## Physical Damage/Liability Insurance

<b>Lease Schedule No.</b>	030-0061841-002
<b>Master Lease Agreement No.</b>	0061841

<b>Lessee:</b> <small>(Name &amp; Address)</small>	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD., WOODLAWN, TN 37191
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**LIABILITY INSURANCE** on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

**PHYSICAL DAMAGE INSURANCE** on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

**ADDITIONAL INSURED and LOSS PAYEE:**

Deere Credit, Inc.  
Its Successors &/or Assigns  
6400 NW 86<sup>th</sup> St  
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

<b>LESSEE</b>	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD WOODLAWN, TN 37191
By:	_____
	PETER REED, EXECUTIVE DIRECTOR
Date:	_____

**Office Use Only**

<b>Contact Date(s):</b>	<b>Contact Name:</b>
<b>Liability Insurance Company Policy #:</b>	<b>Liability Insurance Expiration Date</b>
<b>Liability Limits:</b>	<b>Notes:</b>
<b>Physical Damage Insurance Company and Policy #</b>	<b>Physical Damage Insurance Expiration Date</b>
<b>Insured Value:</b>	<b>Notes:</b>
<b>Loss Payee Deere Credit, Inc.?</b> <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	<b>Verified By:</b>

## John Deere Financial Direct Pay-Recurring Enrollment

### For Credit Card accounts and Installment Loans

**Fax 800-826-9527**

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

### Lease

**Fax to 800-254-0020**

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

#### Eligibility

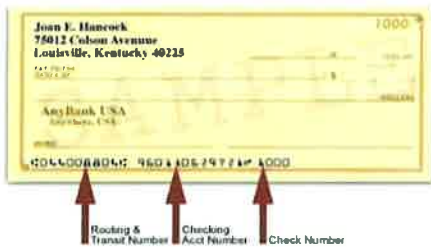
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

#### How to Enroll

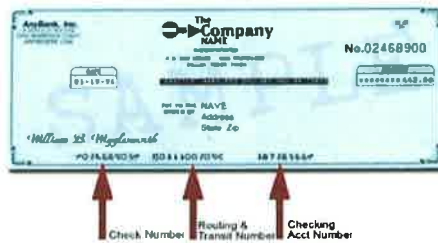
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check



### JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
John Deere Financial Account Number

\_\_\_\_\_  
Bank City & State

\_\_\_\_\_  
Name on John Deere Financial Account

\_\_\_\_\_  
Name on Bank Account

\_\_\_\_\_  
Social Security Number/Federal Tax ID

\_\_\_\_\_  
9 digit Bank Routing and Transit #

Type of Account:  Checking  Savings

\_\_\_\_\_  
Bank Account Number

**I request Direct Pay Recurring to begin with my payment due** \_\_\_\_/\_\_\_\_/\_\_\_\_

**I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.**

\_\_\_\_\_  
Bank Account Owner Signature      Date

\_\_\_\_\_  
Bank Account Owner Phone Number

**RESOLUTION OF THE MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS AUTHORIZING  
THE FINANCE OF A JOHN DEERE DOZER VIA  
A CAPITAL LEASE AGREEMENT**

**WHEREAS**, Bi-County Solid Waste (Lessee) desires to enter into a three (3) year Equipment Capital Lease Agreement with John Deere Credit (Lessor), as set forth in Exhibit A, for the purpose of financing the equipment therein described for the total cost specified therein (collectively the "Equipment") and to own such equipment at the end of the lease term. The total equipment cost is \$485,425.00. Total lease amount at end of term is \$508,234.24 and;

**WHEREAS**, the funding for the Capital Lease agreement (annual lease cost of \$169,411.08) was initially appropriated by way of Bi-County Solid Waste Budget and is reflected in the budget for FY 2014/2015, and:

**WHEREAS**, pursuant to Section 68-211-906 (5) of the Tennessee Code Annotated, Bi-County Solid Waste is authorized to Acquire, whether by purchase, exchange, gift, devise, lease, the exercise of the power of eminent domain or otherwise, any and all types of property, whether real, personal or mixed, tangible or intangible and whether or not subject to mortgages, liens, charges or other encumbrances and hold, sell, lease, exchange, donate or convey any or all of its properties, facilities or services, whenever the board of directors of the authority shall find such action to be in furtherance of the purposes for which the authority is created;

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this the 13th day of January, 2015 that the Agreement and Exhibit attached hereto in substantially the same form as Exhibit "A", by and between the Lessor and the Lessee are hereby approved and the Director (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee. The agreement will be executed for fiscal year 2014-2015.

Duly passed and approved this 13th day of January, 2015.

Sponsor: \_\_\_\_\_  
Commissioner: \_\_\_\_\_  
Approved: \_\_\_\_\_  
County Mayor  
Attested: \_\_\_\_\_  
County Clerk





# JOHN DEERE FINANCIAL

## Lease Schedule

Lease Schedule No.	030-0061841-001
Master Lease Agreement No.	0061841

<b>Lessee:</b> (Name & Address)	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD., WOODLAWN, TN 37191
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

### EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2010	JD	1050JT	CRAWLER DOZER	LU1050J011068	857	\$485,425.00

<b>Equipment Location</b>	3212 DOVER RD, WOODLAWN, TN, 37191	OUTSIDE city limits: <input checked="" type="checkbox"/>	MONTGOMERY COUNTY
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### LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
01/13/2015	01/13/2018	36	\$14,117.59	\$0.00	\$14,117.59

\*If part of the regular scheduled lease payment

### PAYMENT TERMS

### PAYMENT DUE AT SIGNING

Due Date	1 <sup>st</sup> Payment Due Date	Billing Period	Advance Lease** Payment	\$0.00
13	02/13/2015	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	**Advance Lease Payment includes the first 0 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Purchase Option.** You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.



You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

**Miscellaneous.** You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

# Lease Schedule

Lease Schedule No.	030-0061841-001
Master Lease Agreement No.	0061841

**BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

<b>LESSEE</b>	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD WOODLAWN, TN 37191	<b>LESSOR</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: 	_____	By: _____	_____
	PETER REED, EXECUTIVE DIRECTOR		
Date: 	_____	Date: _____	_____



# JOHN DEERE FINANCIAL


## Amortization Schedule


<b>Lease Schedule No.</b>	<b>030-0061841-001</b>
<b>Master Lease-Purchase Agreement No.</b>	<b>0061841</b>

<b>Lessee:</b> (Name & Address)	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD, WOODLAWN, TN 37191
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600
<b>Nominal Annual Rate:</b>	3.00%

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Principal Balance:
Lease	01/13/2015				485,455.00
1	02/13/2015	14,117.59	1,213.64	12,903.95	472,551.05
2	03/13/2015	14,117.59	1,181.38	12,936.21	459,614.84
3	04/13/2015	14,117.59	1,149.04	12,968.55	446,646.29
4	05/13/2015	14,117.59	1,116.62	13,000.97	433,645.32
5	06/13/2015	14,117.59	1,084.11	13,033.48	420,611.84
6	07/13/2015	14,117.59	1,051.53	13,066.06	407,545.78
7	08/13/2015	14,117.59	1,018.86	13,098.73	394,447.05
8	09/13/2015	14,117.59	986.12	13,131.47	381,315.58
9	10/13/2015	14,117.59	953.29	13,164.30	368,151.28
10	11/13/2015	14,117.59	920.38	13,197.21	354,954.07
11	12/13/2015	14,117.59	887.39	13,230.20	341,723.87
12	01/13/2016	14,117.59	854.31	13,263.28	328,460.59
13	02/13/2016	14,117.59	821.15	13,296.44	315,164.15
14	03/13/2016	14,117.59	787.91	13,329.68	301,834.47
15	04/13/2016	14,117.59	754.59	13,363.00	288,471.47
16	05/13/2016	14,117.59	721.18	13,396.41	275,075.06
17	06/13/2016	14,117.59	687.69	13,429.90	261,645.16
18	07/13/2016	14,117.59	654.11	13,463.48	248,181.68
19	08/13/2016	14,117.59	620.45	13,497.14	234,684.54
20	09/13/2016	14,117.59	586.71	13,530.88	221,153.66
21	10/13/2016	14,117.59	552.88	13,564.71	207,588.95
22	11/13/2016	14,117.59	518.97	13,598.62	193,990.33
23	12/13/2016	14,117.59	484.98	13,632.61	180,357.72
24	01/13/2017	14,117.59	450.89	13,666.70	166,691.02
25	02/13/2017	14,117.59	416.73	13,700.86	152,990.16
26	03/13/2017	14,117.59	382.48	13,735.11	139,255.05
27	04/13/2017	14,117.59	348.14	13,769.45	125,485.60
28	05/13/2017	14,117.59	313.71	13,803.88	111,681.72
29	06/13/2017	14,117.59	279.20	13,838.39	97,843.33
30	07/13/2017	14,117.59	244.61	13,872.98	83,970.35
31	08/13/2017	14,117.59	209.93	13,907.66	70,062.69
32	09/13/2017	14,117.59	175.16	13,942.43	56,120.26
33	10/13/2017	14,117.59	140.30	13,977.29	42,142.97
34	11/13/2017	14,117.59	105.36	14,012.23	28,130.74
35	12/13/2017	14,117.59	70.33	14,047.26	14,083.48
36	01/13/2018	14,117.59	35.21	14,082.38	1.10
37	01/13/2018	1.00	0.10	1.10	0.00
<b>Grand Totals</b>		<b>508,234.24</b>	<b>22,779.24</b>	<b>485,455.00</b>	

**LESSEE** **MONTGOMERY COUNTY**  
3212 DOVER RD,  
WOODLAWN, TN 37191

By:   
PETER REED, EXECUTIVE  
DIRECTOR

Date: 

**LESSOR** **DEERE CREDIT, INC.**  
6400 N.W.86<sup>th</sup> STREET, PO BOX 6600  
JOHNSTON, IA 50131-6600

By: \_\_\_\_\_

Date: \_\_\_\_\_

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) \_\_\_\_\_

Deere Credit, Inc.  
PO Box 6600  
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0061841 dated 01/13/2015 (the "Master Lease") and Lease Schedule No. 030-0061841-001 dated 01/13/2015 (the "Lease Schedule"), and entered into between MONTGOMERY COUNTY ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: \_\_\_\_\_



# JOHN DEERE FINANCIAL

## Physical Damage/Liability Insurance

Lease Schedule No.	030-0061841-001
Master Lease Agreement No.	0061841

<b>Lessee:</b> (Name & Address)	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD, , WOODLAWN, TN 37191
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**LIABILITY INSURANCE** on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

**PHYSICAL DAMAGE INSURANCE** on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

**ADDITIONAL INSURED and LOSS PAYEE:**

Deere Credit, Inc.  
Its Successors &/or Assigns  
6400 NW 86<sup>th</sup> St  
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

<b>LESSEE</b>	<b>MONTGOMERY COUNTY</b> 3212 DOVER RD WOODLAWN, TN 37191
By:  _____ PETER REED, EXECUTIVE DIRECTOR	
Date:  _____	

**Office Use Only**

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:

## John Deere Financial Direct Pay-Recurring Enrollment

**For Credit Card accounts and Installment Loans**

**Fax 800-826-9527**

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

**Lease**

**Fax to 800-254-0020**

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

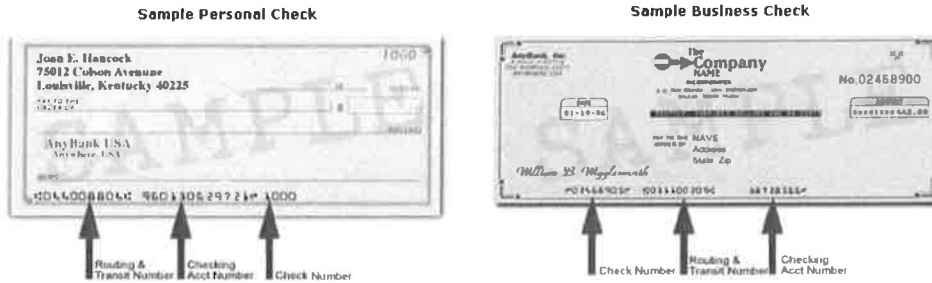
**Eligibility**

Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

**How to Enroll**

Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:



**JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM**

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
John Deere Financial Account Number

\_\_\_\_\_  
Bank City & State

\_\_\_\_\_  
Name on John Deere Financial Account

\_\_\_\_\_  
Name on Bank Account

\_\_\_\_\_  
Social Security Number/Federal Tax ID

\_\_\_\_\_  
9 digit Bank Routing and Transit #

Type of Account:  Checking  Savings

\_\_\_\_\_  
Bank Account Number

**I request Direct Pay Recurring to begin with my payment due** \_\_\_\_/\_\_\_\_/\_\_\_\_

**I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.**

\_\_\_\_\_  
Bank Account Owner Signature      Date

\_\_\_\_\_  
Bank Account Owner Phone Number

**Federal/State Agency  
and Indian Tribe  
Claim for Exemption of  
State and Local Sales/Use Tax**

**Purchaser**

Name: Montgomery County

Address: 3212 Dover RD, Woodlawn TN 37191

ID Number (If Applicable): \_\_\_\_\_

**Seller**

Name: Deere Credit Inc.

Address: 6400 NW 86<sup>th</sup> St. Johnston, IA 50131

Exemption Number (if applicable): \_\_\_\_\_

**Reason for Exemption: Governmental Entity**

\_\_\_\_\_  
Description of Item Being Purchased: \_\_\_\_\_

2010	JD	1050JT	CRAWLER DOZER	LU1050J011068
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By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**RESOLUTION INCREASING FUNDING CONTRIBUTION FOR  
THE MONTGOMERY COUNTY LIBRARY**

**WHEREAS**, the Montgomery County Government supports the operations of the Montgomery County Library (“the Library”); and

**WHEREAS**, the Library contribution passed in the 2014-2015 fiscal year budget is insufficient to fund the current salaries of the Library by \$3,541.18.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular session this 13<sup>th</sup> day of January, 2015, that the Library Contribution be increased by \$3,541.18.

**Duly passed and approved this 13<sup>th</sup> day of January, 2015.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**