

BE IT REMEMBERED THAT THE DEKALB COUNTY LEGISLATIVE BODY MET IN REGULAR SESSION ON THE 22ND DAY OF AUGUST 2022 AT THE DEKALB COUNTY COMPLEX 6:30 P.M. WHERE THE FOLLOWING PROCEEDINGS WERE HELD AND RECORDED:

Present and presiding: Mayor Tim Stribling
James L Poss: County Clerk
The meeting was call to order by: Mayor Tim Stribling
Court was opened by: Sheriff Patrick Ray
Invocation by: Danny Hale Road Supervisor
Roll call by: County Clerk James L (Jimmy) Poss

PRESENT

Julie Young
Myron Rhody
Sabrina Farler
Jenny Trapp
Susannah Cripps Daughtry

ABSENT

Shae Flatt

Janice Fish-Stewart

Scott Little
Anita Puckett
Jerry Adcock
Jeff Barnes
Matt Adcock
Beth Pafford
Bruce Malone

There were 12 present and 2 absent.

A motion was made by Myron Rhody and second by Susannah Cripps Daughtry to approve the agenda, with the addition of Board of Education budget amendment Voice vote 11 yes and 1 no Jerry Adcock. Motion carried

A motion was made by Sabrina Farler and second by Anita Puckett to approve (waive the reading) the minutes from last meeting. Voice vote 12 yes and 0 no motion carried.

Mayor Stribling discussed Local Option Sales Tax Report. A motion was made by Beth Pafford and second by Myron Rhody to acknowledge the report. Voice vote 12 yes-motion carried.

Mayor Stribling discussed merger of Middle Tennessee Natural Gas Utility District with

the Clay Gas Utility District of Clay County Tennessee. A motion was made by Anita Puckett and second by Sabrina Farler to acknowledge the merger. Voice vote 12 yes-motion carried.

Mayor Stribling discussed the approval of Official Statutory Bond for Office of Trustee Sean Driver. A motion was made by Myron Rhody and second by Julie Young to approve the Bond for Sean Driver Trustee. Voice vote 12 yes-motion carried.

Other Business:

Mayor Stribling discussed NASPO ValuePoint FMV Lease Agreement Pitney Bowes postage machine for DeKalb County Courthouse. Terms of lease 60 months at \$167.45 per month. A motion was made by Beth Pafford and second by Myron Rhody to approve the lease agreement. Voice vote 12 yes-motion carried.

Bruce Malone made a motion to increase pay for Bill Rutherford Veterans Services Officer \$75.00 a month a second by Jerry Adcock. Roll call vote 11 yes and 1 no (Sabrina Farler) motion carried.

Anita Puckett ask for updates on ARP money

Jerry Adcock thanked the 5th District for letting him serve for the last 12 years.

Bruce Malone ask for update on ARP money for Health Department.

Matt Adcock presented Mayor Tim Stribling with an Outstanding Leadership Award.

Mayor Stribling thank and recognized the outgoing commissioners and all county employees.

A motion was made by Anita Puckett and second by Matt Adcock to approve the following notaries: Zachary Lee Fuson, Jaya Rene Harwell, Ashley Nicole Johnson, Susan L Martin, Keely D Pack and Martha F Wheeler. Voice vote 12 yes-motion carried.

Pubic Comments: None

Old Business: None

A motion was made by Jeff Barnes and second by Sabrina Farler to adjourn. Voice vote 12 yes-motion carried.

ATTEST:



Matt Adcock, County Mayor



James L Poss, County Clerk

	TENNESSEE DEPARTMENT OF REVENUE					
	LOCAL OPTION SALES TAX		2022-2023			
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
DEKALB COUNTY	\$ 196,757.89					
SMITHVILLE	\$ 395,674.31					
ALEXANDRIA	\$ 25,218.57					
DOWELLTOWN	\$ 2,745.32					
LIBERTY	\$ 13,878.80					
NET COLLECTION	\$ 634,274.89					
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
DEKALB COUNTY						
SMITHVILLE						
ALEXANDRIA						
DOWELLTOWN						
LIBERTY						
NET COLLECTION						

**BEFORE THE DeKALB COUNTY MAYOR
SMITHVILLE, TENNESSEE**

IN RE: The Matter of the Merger of Middle Tennessee Natural Gas Utility District with the Clay Gas Utility District of Clay County, Tennessee; and to Amend the Boundaries of the "Surviving Municipality".

**FINDINGS OF FACT,
ORDER APPROVING MERGER, and
REDEFINED DISTRICT BOUNDARIES**

This matter came for hearing on the 17th day of August, 2022 at the hour of 10:30 a.m. (CDT) before a panel of County Mayors assembled in Cookeville, Tennessee, to take up the Petition of Middle Tennessee Natural Gas Utility District, (MTNGUD) to merge with the Clay Gas Utility District of Clay County, Tennessee (CGUD). Evidence was offered and heard in support of said Petition. No evidence was offered or heard in opposition thereto.

Thereupon, the panel of County Mayors being fully advised in the premises finds as follows:

1. The aforesaid Petition was properly filed under provisions found in *Tennessee Code Annotated Section 7-82-202 and 7-82-601 et seq.*
2. MTNGUD was created by an Order of the DeKalb County Court on July 12, 1955 and re-created by an Order of the DeKalb County Mayor entered October 24, 2014. Its principal office is located at 1030 West Broad Street, Smithville, Tennessee. It serves customers in Bledsoe, Cannon, Coffee, Cumberland, DeKalb, Fentress, Franklin, Grundy, Hamilton, Jackson, Marion, McMinn, Meigs, Overton, Putnam, Rhea, Rutherford, Smith, Van Buren, Warren, White, and Wilson Counties, Tennessee.
3. CGUD was created by an Order issued by the County Executive of Clay County, Tennessee, on March 7, 1992. Its principal office is located in Clay County and serves customers there.
4. The Board of Commissioners for both utility districts approved and caused to be executed an Agreement and Plan of Merger which was presented in evidence at this hearing as "Exhibit 1".

5. The customers served by CGUD will benefit by increased capital for growth and additional services. Customers served by MTNGUD will benefit from the added customers by spreading operating costs, having additional pipeline natural gas supply by adding a pipeline tap, and gaining opportunities for customer growth in Clay County.

6. MTNGUD is solvent and maintains the ability to assume the financial and contractual obligations of CGUD.

7. The proposed merger and its terms described in the Agreement and Plan of Merger are in the best interest of the affected public. The proposed merger is convenient, in the public interest, feasible, economically sound, and a public necessity.

8. The boundaries of MTNGUD should properly include the current service areas as described in "Exhibit 2" of the Petition as well as the geographic boundaries of Clay County, Tennessee.

9. The Petition was properly filed with the DeKalb County Mayor on July 18, 2022. The DeKalb County Mayor entered its Order selecting a date, time, and location for this hearing further ordering the notification of twenty-two (22) other county mayors in affected counties by certified and Federal Express Priority mail as well as cities, towns and utility districts as required in *T.C.A. § 7-82-202(a)*, together with newspaper publication required by law.

11. The Notice of Public Hearing was published and circulated in the required locations and notice of this public hearing was given in the manner required by law, and the hearing on the Petition was held and conducted as provided in the published and mailed notices. Proofs of Publication were filed and made a part of the record in this proceeding. The certificates of the mailing to the required office holders and entities were also filed and made a part of this record.

12. The Clay County Mayor, Dale Reagan, entered an Order merging Clay Gas Utility District of Clay County, Tennessee with Middle Tennessee Natural Gas Utility District at a hearing held preceding this hearing.

Wherefore, it is hereby ORDERED and Adjudged by the panel of County Mayors assembled as follows:

I. The merger of MTNGUD with CGUD is approved upon the terms of the Agreement and Plan of Merger which is incorporated into this Order by reference and set out in this Order.

**AGREEMENT AND PLAN OF MERGER
FOLLOWS ON NEXT PAGE**

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered into June 23, 2021 by and between **Middle Tennessee Natural Gas Utility District**, a municipal corporation organized and existing under the Utility District Law of 1937, codified in Title 7, Chapter 82, of the *Tennessee Code Annotated*, having its principal office at 1030 West Broad Street, Post Office Box 670, Smithville, Tennessee 37166, hereinafter referred to as "**Surviving Municipality**" and **Clay Gas Utility District of Clay County, Tennessee**, a municipal corporation organized and existing under the Utility District Law of 1937, codified in Title 7, Chapter 82, of the *Tennessee Code Annotated*, having its principal office at 126 E. Lake Avenue, Celina, Tennessee 38551; Post Office Box 307, Celina, Tennessee 38551, hereinafter referred to as "**Merged Municipality.**"

WHEREAS, the respective Board of Commissioners of the Surviving Municipality and the Merged Municipality have determined the public convenience and necessity require the merger of the Merged Municipality into the Surviving Municipality upon the terms and conditions herein provided; and

WHEREAS, the respective Board of Commissioners of the Surviving Municipality and the Merged Municipality have approved this Agreement and Plan of Merger by Resolution and have directed that this Agreement and Plan of Merger together with a formal petition be submitted to the Utility Management Review Board and county mayors prescribed by statute requesting Orders be entered by the appropriate county mayors finding that the merger is economically sound, feasible, and dissolving the Merged Municipality.

NOW, THEREFORE, IN CONSIDERATION of mutual agreements and covenants set forth herein, the Surviving Municipality and the Merged Municipality hereby agree to merge in accordance with the following plan:

1. **Merger Under Utility District Law of 1937.** The Merged Municipality shall be merged with and into the Surviving Municipality and the Surviving Municipality shall survive the merger with the effect provided by the Utility District Act of 1937 for the State of Tennessee, and as described in the Agreement and Plan of Merger. As soon as practicable following the approval of the county mayors, the Order approving the merger and an Order dissolving the Merged Municipality shall be properly executed and filed with the Utility Management Review Board for the State of Tennessee, the Registers of Deeds in all counties served by the Surviving Municipality, and the Secretary of State. This Agreement and Plan of Merger shall be implemented for purposes of applicable law at close of business on the date of the entry of an Order dissolving the Merged Municipality.

2. **Due Diligence.** On the passage of a Resolution by the Board of Commissioners for the Merged Municipality approving this Agreement and Plan of Merger, the Surviving Municipality may send its employees, agents, consultants, and/or officers to the Merged Municipality's places of business to examine the books and records of the Merged Municipality. The Merged Municipality further authorizes all employees, financial institutions, third-party vendors, natural gas marketers, all public and private entities, including but not limited to Sentra Corporation, to release any financial information and answer inquiries placed to them concerning the operational business and financial activities of the Merged Municipality. The Merged Municipality hereby authorizes its present President to execute any waivers, powers, or indemnifications necessary for the release of the requested information to the agents, employees, consultants, attorneys, or other individuals selected by the Surviving Municipality. The Surviving Municipality shall return any information and documents gathered in this due diligence process in the event the merger is abandoned.

3. **Rights and Liabilities of Merged Municipality and Surviving Municipality.** At and following the approval of the Orders of merger and dissolution, the Surviving Municipality shall possess all the rights, privileges, immunities, franchises, boundaries, and exclusive service area of both a public and private nature of the Merged Municipality including all properties, both real, personal and mixed, and any and all debts due the Merged Municipality on whatever account, and all other choses in action, and all and every other interest of the Merged Municipality and shall be taken and transferred to and vested in the Surviving Municipality without further act or deed; and the title to any real estate, easements, leases, or any interests therein shall become the property of the Surviving Municipality. The title to any such property shall not in any way be impaired by reason of the merger.

4. **Long-Term Liabilities.** The Merged Municipality is obligated to third parties under three separate long-term debts. The first is a 1998 Bond Series with Thirty-Five Thousand Dollars (\$35,000.00) remaining in principal balance. The second is a 2012 Bond Series with One Hundred Fifty Thousand Dollars (\$150,000.00) remaining in principal balance. Both of these bonded indebtedness's have associated current liabilities in the form of interest payable and/or in default in an aggregate amount of approximately One Hundred Twenty Thousand Dollars (\$120,000.00). The third long-term debt is a loan payable to Morgan Keegan in the principal amount of Fifty Thousand Dollars (\$50,000.00) with associated unpaid interest.

The Merged Municipality agrees that prior to Orders approving the merger and dissolving the Merged Municipality, it is a condition precedent to the merger that the long-term liabilities and all associated interest payments shall be satisfied.

The Merged Municipality may utilize its current cash and cash equivalents to obtain the required debt satisfaction; however, the Merged Municipality must maintain a minimum of Seventy-Five Thousand Dollars (\$75,000.00) in its current cash account at the close of business on the date of the entry of an Order dissolving the Merged Municipality.

The Merged Municipality shall provide a written opinion from bond counsel suitable to Surviving Municipality prior to the Orders approving the merger and the dissolving of the Merged Municipality being presented and entered. The legal opinion provided must conclude that all the long-term liabilities and associated interest payments are satisfied and at the time the merger is consummated, the Merged Municipality is not obligated under any long-term liabilities or unsatisfied interest payments associated with long-term liabilities.

5. **Further Assurances.** From time to time, and when required by the Surviving Municipality, there shall be executed and delivered on behalf of the Merged Municipality such deeds and other instruments, and there shall be taken or cause to be taken by it all such further and other action that shall be appropriate or necessary in order to vest, perfect, or confirm of record or otherwise in the Surviving Municipality the title to and possession of powers, franchises, and authority of the Merged Municipality. The President of the Merged Municipality is authorized to execute any required documents on behalf of the Merged Municipality and to take any and all other action to implement the intention of this Agreement and Plan of Merger.

6. **Provision for Employees.** Following the dissolution of the Merged Municipality, the Surviving Municipality will retain as employees at the rate of pay per hour indicated the following named individuals:

None. The Merged Municipality has no employees.

7. **Book Entries.** The Surviving Municipality shall make book entries on its records and shall retain the values and liabilities in the same amounts as they were carried on the books of the Merged Municipality.

8. **Amendment.** At any time prior to the approval of the required Orders by the appropriate county mayors, this Agreement and Plan of Merger may be amended in any manner as may be determined by the judgment of the respective Boards of Commissioners as necessary, desirable, expedient, and within the provisions of law.

9. **Abandonment.** At any time before the execution of the Orders of approval by the respective county mayors, this Agreement and Plan of Merger may be terminated and the merger abandoned by the Board of Commissioners of either Surviving Municipality or the Merged Municipality, or both.
10. **Counterparts.** In order to facilitate the contemplated Orders and filings, this Agreement and Plan of Merger may be executed in two or more counterparts, each of which shall be deemed an original and the same Agreement.
11. **Operations.** Following the merger, the Surviving Municipality shall operate the natural gas system previously owned by the Merged Municipality and shall account for the revenues from this system in such a manner as to not impair the obligations contract with reference with bond issues or other legal obligations of the Surviving Municipality or the Merged Municipality, and shall fully preserve and protect the contract rights vested in the owners of such outstanding bonds, obligations or contractual interests.
12. **Transition Period.** Following the Orders approving this Agreement and Plan of Merger, customers of the Merged Municipality shall continue to be billed at the rates set by the Merged Municipality until the meter reading and billing of these customers can be incorporated into the Surviving Municipality's business system; however, in no event shall this process extend beyond sixty (60) days following the Orders approving the merger. Customers of the Merged Municipality shall be classified and billed at the same rates as prevail for the Surviving Municipality following the transition period.
13. **Extraordinary Transactions.** The Board of Commissioners of the Merged Municipality shall not undertake any unusual or extraordinary transactions following the approval of this Agreement and Plan of Merger. No severance agreements with employees, long-term supply contracts, or other contracts with a term of greater than thirty (30) days shall be approved or executed by the Merged Municipality during the period following the execution of this Agreement until the dissolution of the Merged Municipality without the consent of the Surviving Municipality. The Merged Municipality shall continue to operate in the ordinary course of business during the period between the execution of the Agreement and the dissolution of the Merged Municipality.
14. **Board of Commissioners.** The Board of Commissioners for the Surviving Municipality shall remain unchanged following the merger. The eight (8) existing commissioners of the Surviving Municipality shall continue to serve their terms of office unaltered by the merger.

IN WITNESS WHEREOF, each of the municipalities as parties hereto pursuant to authority granted by the Board of Commissioners by each of the parties has caused this Agreement and Plan of Merger to be executed by its President and attested by its Secretary and its Corporate Seal to be affixed thereto as of the date first written above.

MIDDLE TENNESSEE NATURAL GAS
UTILITY DISTRICT
"SURVIVING MUNICIPALITY"

CLAY GAS UTILITY DISTRICT
of CLAY COUNTY, TENNESSEE
"MERGED MUNICIPALITY"

By: Michael D. Bailey
Michael D. Bailey, President

By: Jeff Clements
Jeff Clements, President

ATTESTED:

ATTESTED:

By: Fred Hoover
Fred Hoover, Secretary

By: Tim Scott
Tim Scott, Secretary

Corporate Seal:

Corporate Seal:

II. The Surviving Municipality is Middle Tennessee Natural Gas Utility District.

III. The territorial limits of the Surviving Municipality are hereby defined and determined to be as follows:

A. Bledsoe:

1. All those portions of Bledsoe County lying east of the line hereinafter described and also described in a Resolution adopted by the Bledsoe County Commission in 1998:

All that portion of Bledsoe County, Tennessee, lying east of the line hereinafter described: Beginning at a point in the border of Cumberland and Bledsoe Counties 1.6 miles northeast of the point where the Upper East Valley Road crosses from Bledsoe County into Cumberland County; thence southwesterly in a straight line to the coordinate point 35°45'00"N latitude and 85°00'00"W longitude; thence extending southwesterly to the coordinate point 35°35'00"N latitude and 85°10'00"W longitude; thence continuing in a straight line southwesterly to the Hendon Fire Tower; thence continuing on the preceding bearing in a southwesterly line to the Sequatchie and Bledsoe County line.

2. All that portion of Bledsoe County, Tennessee, lying within these boundaries hereinafter described. Beginning at the convergence of the White County, Van Buren County, Cumberland County and Bledsoe County lines in the northwest corner of Bledsoe County thence following the Bledsoe County and Cumberland County line east to a point in the Bledsoe and Cumberland County line one mile east of the intersection of the Bledsoe/Cumberland County line and State Route 101. Thence in a southerly direction with a line that remains parallel and one mile east of State Route 101 until State Route 101 intersects with the Big Spring Road near the Bellevue Community. At this point the line continues south to a point that lies one mile east of the intersection of Big Spring Road and Beaver Hill Road. The line continues in a southerly direction from this point in a line parallel and one mile east of the Beaver Hill Road until this line intersects with State Route 30 at the intersection of State Route 30 and the Cranwell Road. Thence continuing in a southwestwardly direction across Highway 30 for a distance of one mile south of the intersection of Highway 30 and the Cranwell Road; thence west with a line parallel and one mile south of State Route 30 to a point on the Bledsoe and Van Buren County line lying one mile south of State Route 30; thence north along the Bledsoe and Van Buren County line to the point of beginning. This area is also further depicted as lying within the red line on a map of Bledsoe County which is attached hereto and incorporated herein by reference. This area is supplemental and in addition to the franchise area described in a Resolution passed January 19, 1999 by the Bledsoe County legislative body.

B. Cannon:

The territorial limits and all of the area within Cannon County.

C. Clay:

The territorial limits and all of the area within Clay County.

D. Coffee:

The eastern portion of Coffee County east of a line beginning two (2) miles west of the point the old Mid-State Pipeline (now owned by Middle Tennessee Natural Gas Utility District) enters Coffee County from Franklin County and continuing north to the Warren County line at all points two (2) miles west of said pipeline.

The right to serve customers in Coffee County is described in pre-existing agreements with Elk River Public Utility District. These prior agreements arose to better serve the affected public. The boundary described herein is subject to the legal effect of these prior agreements.

E. Cumberland:

The territorial limits and all of the area within Cumberland County.

F. DeKalb:

The territorial limits and all of the area within DeKalb County.

G. Fentress:

All that portion of Fentress County south of the East Tennessee Natural Gas pipeline and any area within two thousand feet (2,000') on either side of the existing eight-inch (8") natural gas pipe from the tap on the East Tennessee Natural Gas pipeline and continuing eastward along the Deer Lodge Highway to Jonesville Road; thence north two thousand feet (2,000') either side of Jonesville Road to Virgil Beaty Road.

H. Franklin:

All those portions of Franklin County located within the city limits of Monteagle not presently served by Elk River Public Utility District, and the area within two (2) miles on either side of the existing old Mid-State pipeline as it lies within Franklin County.

The right to serve customers in Franklin County is described in pre-existing agreements with Elk River Public Utility District. These prior agreements arose to better serve the affected public. The boundary described herein is subject to the legal effect of these prior agreements.

I. Grundy:

The territorial limits and all of the area within Grundy County with the exception of the area within the residential development known as Cooley's Rift.

J. Hamilton:

The northwestern portion of Hamilton County north of the Sequoyah Road and west of the Tennessee River continuing westward with the north bank of the North Chickamauga Creek to its first and northern most emergence from Sequatchie County.

Also included in the Hamilton County service area is a one-half (½) mile corridor on each side of Old Dayton Pike extending north from MTNGUD's tap on the East Tennessee pipeline.

K. Jackson:

The territorial limits and all of the area within Jackson County.

L. Marion:

All that portion of Marion County within the City Limits of Monteagle.

M. McMinn:

All that portion of McMinn County lying one-half (½) mile in either direction of a natural gas pipeline installed by Middle Tennessee Natural Gas Utility District east of Sanford extending to the west as the pipeline enters Meigs County.

N. Meigs:

The territorial limits and all of the area within Meigs County.

O. Overton:

All those portions of Overton County south of the Tommy Dodson Road and west of the Cookeville Highway (111), and the 8th and 9th Civil Districts of Overton County as described in the original Franchise Resolution recorded in Book 13, Page 191, Overton County Clerk's Office.

P. Putnam:

All those portions of Putnam County not served by Cookeville Gas Department and now particularly described as follows:

SECTION NO. 1: Beginning in the Putnam County northern boundary with Overton County where Bear Creek enters Overton County; thence continuing south with the center of Bear Creek until reaching the point the East Tennessee Natural Gas pipeline crosses underneath said creek. Thence in an easterly direction with the East Tennessee Natural Gas pipeline until its intersection with the Highway 111 (also known as the Cookeville Highway); thence in a northeasterly direction with the western right-of-way of said highway to a point in the right-of-way at coordinate $-85^{\circ}, 24', 37.95''$ W, $36^{\circ}, 13', 28.26''$ N; thence with a bearing south 60° east across the Highway 111 right-of-way approximately 895 feet to a point at coordinate $-85^{\circ}, 24', 28.25''$ W, $36^{\circ}, 13', 23.77''$ N; thence in a southwesterly direction with a line parallel to and at all points 100 feet east of Old Tennessee Highway 42 to its intersection with the Chimney Springs Road; thence a southeasterly direction with a line at all points 100 feet east of the Chimney Springs Road to coordinate point $-85^{\circ}, 24', 59.46''$ W, $36^{\circ}, 12', 10.62''$ N; thence with a bearing south 30° east, approximately 2682 feet to coordinate point $-85^{\circ}, 24', 43.27''$ W, $36^{\circ}, 11', 47.57''$ N; thence in a southerly direction with a line at all points 100 feet east of the center line of an unnamed county road to the Brotherton Mountain Road; thence crossing the Brotherton Mountain Road at a point 100 feet east of the center line of the Paragon Road; thence following in a southerly direction with a line at all points 100 feet east of the Paragon Road crossing the Buck Mountain Road; thence continuing in a southerly direction at all points 100 feet east and parallel to the center line of the Mount Pleasant Road to the Poplar Grove Road; thence crossing the Poplar Grove Road and continuing in a southwesterly direction with a line at all points 100 feet east of the Poplar Grove Road crossing underneath Interstate 40 to a point in the south side of the Interstate 40 right-of-way intersected by the north boundary line of a previous Putnam County franchise grant described as Area 2 in a franchise awarded Middle Tennessee Natural Gas Utility District in 1997; thence due south with the previous franchise boundary to the White County line; thence generally in an easterly direction with the White and Putnam County boundary line to its intersection with the Cumberland County line; thence continuing with the Putnam and Cumberland County line in a northerly direction to its intercept of the 14th Civil District of Putnam County boundary line; thence following the western boundary of the 14th Civil District line in a northwesterly direction to the Overton County line; thence in a northwesterly direction with the Overton County and Putnam County boundary to the point of beginning.

SECTION NO. 2: The western section of Putnam County comprising old Civil Districts 9, 10, 11, 12, 13 and 17, and all areas of Putnam County west, south and north of the following described line:

Beginning in the 7th Civil District of Putnam County at a bridge over West Blackburn Fork on the Plunk Whitson Road, thence in a southerly direction with the meanders of the West Blackburn Fork underneath West Broad to Double Springs Road; thence south with Double Springs Road to the Buffalo Valley Road; thence east with a line 500 feet north of Buffalo Valley Road to the Hawkins-Crawford Road; thence in a straight line to an unnamed tributary of Cane Creek where it flows under Interstate 40 near Mine Lick Creek Road; thence south with the tributary to Mine Lick Creek Road; thence west with a line 500 feet south of Mine Lick Creek Road to Old Stewart Road; thence eastward with Old Stewart Road to its intersection with Bennett Road; thence southward with Bennett Road approximately 1,250 feet to the Cookeville City Limits; thence eastward with the city limits to Cane Creek Road; thence northward 500 feet on both side of Cane Creek Road to Lee Seminary Road; thence returning southward to Herbert Garrett Road, thence cross-country to the southeast 1662 feet to a waypoint with coordinates of 36° 7' 7.565" N 85° 33' 40.286" W, thence due south to the Burgess Falls Road; thence northeast with the Burgess Falls Road to the Burgess School Road; thence southeast with the Burgess School Road to the Joe Rawlings Road; thence east with the Joe Rawlings Road and a straight line extending from the terminus of the road to Town Creek, thence southward with Town Creek to the Burgess School Road; thence east with the Burgess School Road to Bunker Hill Road; thence southwest with Bunker Hill Road to South Lovelady Road; thence eastward with the South Lovelady Road to Hudgens Creek; thence south with the creek to creek to the White County line.

SECTION NO. 3: The eastern section of Putnam County known as the Old 14th Civil District including the Town of Monterey.

SECTION NO. 4:

Area 1. Beginning on the east bank of West Blackburn Fork in the Putnam County and Jackson County lines; thence south under State Highway 290; thence continue with the said east bank approximately 1,800' further south to the first tributary to the east; thence with the north bank of this tributary in an eastward direction 1560 to a point; thence eastward leaving the tributary and following a line equidistant between Dyer Long Road and Oakdale Circle to State Highway 290, continuing eastward across State Highway 290 to a point on Chester King Road 2500' south of Shipley Road continuing eastward to a point 300' south of the centerline of Dalton Lane in the center of a stream; thence continuing eastwardly to a point in Shipley Road 600' north of its intersection with Shipley School Road; thence eastward across Shipley Road to a point intersecting Kuykendall Road 300' north of its intersection with North Allen Road; thence eastward on a parallel 300' north of North Allen Road to Dodson Branch Road; thence continuing eastward to Free Hill Road 1200' south of Stockton Lane; thence continuing eastward across Free Hill Road to East Blackburn Fork; thence across Blackburn Fork due east 600' to a point; thence in a northeasterly direction in a straight line to the center of the intersection of the Hilham and Fisk Road; thence due east to a point in the center of North Quinland Road 400' south of its

intersection with Post Oak Road; thence eastward across North Quinland Road to the point where the present Algood city limits meet the west bank of Bear Creek; thence northerly with the meanders of the west bank of Bear Creek until it enters Overton County, Tennessee; thence with the county line in a northerly and westerly direction to the point of beginning.

Area II. Beginning on the south side of the Interstate 40 Highway where Falling Water River flows under said highway east of Cookeville, Tennessee, in Putnam County, Tennessee; thence eastward with the south side of the interstate right-of-way to a point 1000' east of the present terminus of the Hyder Mountain Road; thence due south to the White County line; thence westerly with the White County line to its intersection with the Falling Water River; thence with the east bank of the Falling Water River to the point of beginning.

NOTE: The geographical names used in these descriptions come from the *E-911 Road Atlas of Putnam County*, revised April, 1997.

Q. Rhea:

The territorial limits and all of the area within Rhea County.

R. Rutherford:

The eastern part of Rutherford County lying east of the intersection of the Old Lebanon Road with the Wilson County boundary and continuing south with the Old Lebanon Road to Holly Grove Road to its intersection with Dunaway Chapel Road continuing south to its intersection with the Jefferson Pike; thence continuing south cross-country in a straight line to its intersection with the north bank of the east fork of the Stones River; thence upstream with the north bank of the river to the Halls Hill Pike; thence leaving the river in a straight line due south to the Bedford County line.

S. Smith:

The territorial limits and all of the area within Smith County.

T. Van Buren:

The territorial limits and all of the area within Van Buren County.

U. Warren:

The territorial limits and all of the area within Warren County.

V. White:

The territorial limits and all of the area within White County.

W. Wilson:

The eastern portion of Wilson County. The boundary between the service areas of the City of Lebanon and MTNG are defined in an Interlocal Agreement executed in 2002 and set forth in the following description: The City of Lebanon shall be allowed to serve all areas north and west of the described boundary line, and MTNG shall be allowed to serve all areas east and south of the described boundary line within Wilson County, Tennessee. The agreed boundary line is described as follows:

The eastern boundary of the Nashville Gas Company in Wilson, being set by County Commission Resolution lies along longitudinal line 86° 25', said line being the approximate eastern boundary of the Lebanon Gas Department and Middle Tennessee Natural Gas Utility District.

Beginning at the centerline intersection of State Route 109 and Franklin Road; then running in a westerly direction along the centerline of Franklin Road to the southwestern property corner of the Hall property, Parcel 16.04, consisting of 10.17 acres; then running in a northerly direction along the western property line of Parcel 16.04 to the point where the property line intersects the State Route 109 right-of-way, in general this property line is the back property line for the houses that front Bettis Road; then running westerly along the Earhart Property, Parcel 31.00, consisting of 300 acres to the centerline of Bettis Road; then southerly along the centerline of Bettis Road to the southeastern corner of the Woodall Property, Parcel 32, consisting of 79 acres; then in a westerly direction along the shared property line of Woodall and Guethlein; then projecting that same line (Guethlein) in a westerly direction to the 86° 25' longitude line, being the approximate eastern boundary of the Nashville Gas Company per County Commission Resolution.

From that same point at the centerline intersection of State Route 109 and Franklin Road and running approximately 4,000 feet in an easterly direction along the centerline of Franklin Road to a point that intersects a line parallel to and 13,000 feet south of the centerline of Interstate 40; then parallel to Interstate 40 to a point where this line intersects a tributary of Barton Creek; then following the creek in a southeasterly direction to a point where the creek intersects with Holloway Road; then continuing southeasterly to the southern intersection of U.S. Highway 231 and Old Murfreesboro Road immediately north of Atkinson Road; then northeasterly to a point on Tater Peeler Road five hundred feet (500') south of the intersection of Tater Peeler Road and Shorter Road; then five hundred feet (500') south of and parallel to Shorter Road to a point on Cainsville Road, five hundred feet (500') south of the intersection of Cainsville Road and Shorter Road; then continuing in a northeasterly direction to the intersection of U.S. Highway 70 and Spring Creek; then the line follows Spring Creek to a point that a Spring Creek tributary crosses Hamilton Road, following the tributary that crosses Hamilton Road at the most eastern point; and then from that point running due north to Old Hickory Lake.

Also see City of Lebanon Ordinance 02-2332.

Also included in the Wilson County service area is that laying near Central Pike east of parallel lines beginning at 86° 27' W / 36° 9' N, and 86° 27' W / 36° 8' N.

Also included in the Wilson County service area is that part lying near Stewarts Ferry Pike east of the Texas Eastern Transmission pipeline.

IV. The principal office of the Surviving Municipality remains in Smithville, Tennessee.

V. The Board of Commissioners for the Surviving Municipality and their terms shall remain unchanged.

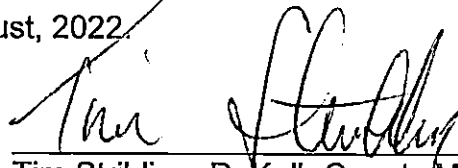
VI. Middle Tennessee Natural Gas Utility District shall assume the operation of CGUD's natural gas distribution system and shall account for the revenues from the system in such a manner as not to impair the obligations of the contracts with reference to bond issues or other legal obligations of CGUD effective 12:00 a.m. (CDT) on September 1, 2022.

VII. A true and correct copy of the Order shall be filed with the Secretary of State, the Utility Management Review Board, and the Register of Deeds of all the counties named in the service area of the Surviving Municipality as provided in T.C.A. § 7-82-202(d).

VIII. The title to all real estate and other property owned by CGUD is vested in Middle Tennessee Natural Gas Utility District without reversion or impairment.

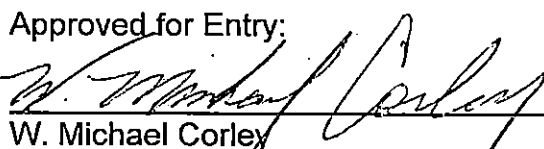
IX. The Bylaws of the Surviving Municipality, Middle Tennessee Natural Gas Utility District, are amended to the extent provided in the Agreement and Plan of Merger and this Order.

Enter this the 17th day of August, 2022.



Tim Stribling, DeKalb County Mayor
Presiding County Mayor

Approved for Entry:



W. Michael Corley
Attorney for Petitioner - BPR # 9008
P. O. Box 670 / Smithville, TN 37166
Telephone: 615/597-0530; mcorley@mtng.com



SURETY'S BOND NO. B1244781

STATE OF TENNESSEE
COUNTY OF State of Tennessee DeKalb County
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Trustee

KNOW ALL MEN BY THESE PRESENTS:

That Sean Driver of Dowelltown (City or Town),
County of DeKalb Tennessee, as Principal, and The Cincinnati Insurance Company
as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
One Million Two Hundred and Forty-Nine Thousand Four Hu Dollars (\$ 1,249,413.00) lawful money of the
United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each
jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Trustee of and
for State of Tennessee Dek County for the 0 year term beginning on the 1st day of September, 2022 and ending on
the 1st day of September, 2026.

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

That if the said Sean Driver, Principal, shall:

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

WITNESS our hands and seals this 16th day of August, 2022.

WITNESS ATTESTE:

[Signature]

PRINCIPAL: Sean Driver

[Signature: Sean D. Driver]

COUNTERSIGNED BY:

[Signature]
Tennessee Resident Agent



SURETY: The Cincinnati Insurance Company

by: [Signature]

(Attach evidence of authority to execute bond)
Attorney-in-Fact: Richard Newman

ACKNOWLEDGEMENT OF PRINCIPAL

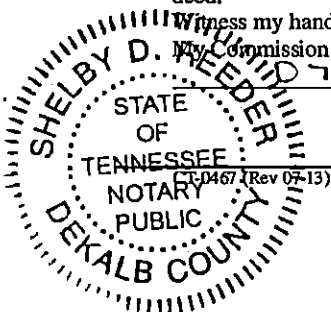
STATE OF TENNESSEE
COUNTY OF DeKalb

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

Witness my hand and seal this 18 day of August, 2022.
My Commission Expires: 7/28, 2026.

[Signature: Shelby Reeder]
Notary Public

(over)



ACKNOWLEDGEMENT OF SURETY

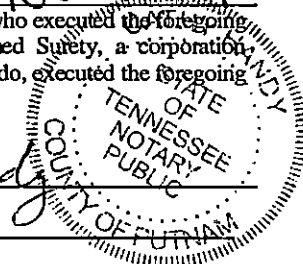
STATE OF TN
COUNTY OF Putnam

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

Witness my hand and seal this 16th day of August, 2022.

My Commission Expires: January 6, 2025.

Cathy Handley
Notary Public



APPROVAL AND CERTIFICATION

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

Bond and Sureties approved by _____, County Executive/Mayor of _____ County, on this _____ day of _____, 2 _____.

Signed: _____
County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, 2 _____, and entered upon the minutes thereof.

Signed: _____
County Clerk

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

CERTIFICATION:

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

Signed: _____
Judge of the _____ Court of and for said County on this _____ day of _____, 2 _____.

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

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2 _____.

Signed: _____
County Clerk

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

B1244781

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Richard Newman

of Cookeville TN
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

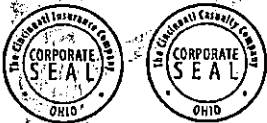
One Million Two Hundred and Forty-Nine Thousand Four Hundred \$ 1,249,413.00

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

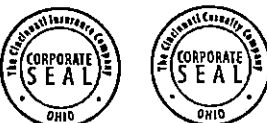


Keith Collett

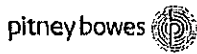
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 16th day of August 2022



Ed H



NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee: DEKALB CO COURT HOUSE COUNTY EXECUTIVE OFFICE
 Tax ID # (FEIN/TIN): 582477919

Sold-To: Address
 1 PUBLIC SQRM 204, SMITHVILLE, TN, 37166-1444, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Tim Stribling	(615) 597-5175	0011241460

Bill-To: Address
 1 PUBLIC SQRM 204, SMITHVILLE, TN, 37166-1444, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Tim Stribling	(615) 597-5175	0011241460	dekalbtrnmayor@gmail.com

Ship-To: Address
 1 PUBLIC SQRM 204, SMITHVILLE, TN, 37166-1444, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Tim Stribling	(615) 597-5175	0011241460

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5C1	Sendpro C Auto 120
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User

1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 167.45	\$ 502.35

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; 57415

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Signature:

Email: dekalbbtnmayor@gmail.com

Title:

Pitney Bowes Signature

Print Name

Title

Date

DEKALB COUNTY CLERK
JAMES L (JIMMY) POSS COUNTY CLERK
732 S CONGRESS BLVD RM 102
SMITHVILLE TN 37166
Telephone 615-597-5177
Fax 615-597-1404

Notaries to be elected August 22, 2022

ZACHARY LEE FUSON
JAYA RENE HARWELL
ASHLEY NICOLE JOHNSON
SUSAN L MARTIN

KEELY D PACK
MARTHA F WHEELER

