
**MINUTES
SUMNER COUNTY BOARD OF COUNTY COMMISSIONERS
OCTOBER 18, 2021**

The Board of County Commissioners of Sumner County, Tennessee met in regular session on Monday, October 18, 2021, in the Commission Chambers of the Sumner County Administration Building in Gallatin, Tennessee at 7:00 p.m. Present and presiding was the Chairman Scott Langford. Also present were the County Clerk Bill Kemp, County Mayor Anthony Holt and County Law Director Leah Dennen and the following Commissioners to wit:

Jerry F. Becker
Deanne DeWitt
Jerry W. Foster
Billy Geminden
Steve Graves
Michael Guthrie
Larry Hinton

Merrol N. Hyde
Caroline Krueger
Scott Langford
Jeremy Mansfield
Justin Nipper
Gene Rhodes
Baker Ring

Leslie Schell
Brian Stewart
Danny Sullivan
Chris Taylor
Moe Taylor
Luke Tinsley
Shellie Young Tucker
Terry Wright

Having a duly constituted quorum, the meeting was opened in due process by Sheriff Sonny Weatherford. Chairman Scott Langford noted that with twenty-two members seated, a simple majority would be by thirteen votes; and that matters requiring a two-thirds vote would be by sixteen votes during this session. Commissioners Driver and Goode were not present.

The Invocation was led by Chairman Langford and Pastor Shawn Montandon of Portland Church of Christ

The Pledge of Allegiance was led by the County Clerk, Bill Kemp.

APPROVAL OF AGENDA

Without objection, Chairman Langford moved Resolution 2110-04 from Financial Management to Item 3 under Budget Committee.

Commissioner Mansfield moved to pull Resolutions 2110-09 and 2110-16 from the Consent Agenda. Without objection, Chairman Langford moved them to the Budget Committee report.

Chairman Langford recognized Commissioner Moe Taylor who moved, seconded by Commissioner Mansfield, to amend the regular agenda to add the Sumner County Administration Building roof repairs to bring out of committee and to the floor. Chairman Langford stated it would require 16 votes for approval. Commissioner Schell stated it is scheduled to be on the General Operations agenda in November.

The electronic vote to amend the agenda was recorded in the following manner:

Add Roof				10/18 7:08:09 PM	
YES - 4		NO - 16		ABS - 1	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- N	B Ring	- N
B Stewart	- N	C Krueger	- N	C Taylor	- N
Chr. Langford	- N	D Dewitt	- N	D Sullivan	- N
G Rhodes	- N	J Becker	- N	J Foster	- N
J Mansfield	- Y	J Nipper	- N	L Hinton	- A
L Schell	- N	L Tinsley	- N	M Guthrie	- N
M Hyde	- Y	M Taylor	- Y	P Goode	- NP
S Graves	- NV	S Tucker	- N	T Wright	- Y

Chairman Langford declared the amendment to add roof repairs failed to carry.

Commissioner Foster moved, seconded by Commissioner Ring, to adopt the agenda with the change. The Commission approved the agenda as amended (21-1-0) by voice vote of the body. Commissioner Moe Taylor voted against.

APPROVAL OF MINUTES

Chairman Langford recognized Commissioner Mansfield who asked if the typed public comments submitted at the September meeting should be part of the minutes. County Clerk Bill Kemp clarified that they are filed in the County Clerk's office as part of the meeting packet.

The minutes for the meeting of this body held on September 20, 2021 and recorded in the office of the Clerk, Bill Kemp, were approved unanimously by voice vote after Commissioner Stewart made the motion, seconded by Commissioner Rhodes.

RECOGNITION OF THE PUBLIC

Chairman Langford opened the floor to allow the public to speak concerning any matter on the agenda.

Caleb Moss, 3409 Dobbins Pike, Gallatin spoke to Resolution 2110-06
Kevin Baigert, 424 AB Wade Road, Portland spoke to Resolutions 2110-02 and 2110-06
Sean Keene, 3501 Tyree Springs Road, Hendersonville spoke to Resolution 2110-06

With no one else wishing to speak on regular agenda items, recognition of the public was closed.

REPORT OF THE CHAIR

Chairman Langford passed along appreciation from Benny Bills' family to the Commissioners for the donation made to Gallatin High School in honor of his memory.

Chairman Langford noted that the Veterans Service Officer's report was provided for information only.

Commissioner Hinton introduced the following Certificate of Recognition and presented the first ever medallion:

The Sumner County Board
Of
County Commissioners,
meeting in regular session on this the
18th day of October 2021,
does hereby honor and commend
Mr. David Schell

on his 39 years of dedicated service to the Sumner County Highway Department

Upon motion of Commissioner Hinton, seconded by Commissioner Ring, the Commission voted unanimously by voice vote to approve the resolution and medallion honoring Mr. David Schell.

Chairman Langford introduced the following resolution:

**2110-01 A RESOLUTION DOCKETING HIGHWAY/PUBLIC WORKS FUND
ANALYSIS FOR THE FISCAL YEAR 2021-2022**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body does hereby docket in its records the Highway/Public Works Fund Analysis for the fiscal year 2021-2022, as shown on the attachment herewith.

Chairman Langford declared Resolution 2110-01 approved unanimously by voice vote of the body upon motion by Commissioner Chris Taylor, seconded by Commissioner Krueger.

Chairman Langford noted the Financial Statement Memo included in the packet.

Chairman Langford declared the bond for Taylor Marie Brindle approved unanimously by voice vote of the body upon motion by Commissioner Ring, seconded by Commissioner Foster.

Chairman Langford recognized Finance Director David Lawing who gave a brief overview of the updated bond plan with a projected savings of over \$500,000.00.

CONSENT AGENDA

Chairman Langford introduced the following items on the Consent Agenda:

2110-10 A RESOLUTION APPROPRIATING \$555.00 MEMORIAL DONATION FOR LEATHER CHAIRS FOR THE HENDERSONVILLE PUBLIC LIBRARY

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby appropriates \$555.00 memorial donation for leather chairs for the Hendersonville Public Library, as shown on the attachment herewith.

2110-11 A RESOLUTION APPROPRIATING \$100.00 NCTC DONATION FOR SUPPLIES FOR THE WESTMORELAND PUBLIC LIBRARY

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby appropriates \$100.00 NCTC donation for supplies for the Westmoreland Public Library, as shown on the attachment herewith.

2110-12 A RESOLUTION APPROPRIATING \$5,521.40 FROM FISCAL YEAR 2021 CARRYOVER OF LOCAL CAPITAL PROJECTS FUNDING FOR THE SUMNER COUNTY HIGHWAY DEPARTMENT

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby appropriates \$5,521.40 from fiscal year 2021 carryover of local capital projects funding for the Sumner County Highway Department, as shown on the attachment herewith.

2110-13 A RESOLUTION APPROPRIATING \$4,000.00 FROM UNASSIGNED FUND BALANCE TO REPLACE TRUCK TRANSMISSION FOR THE OFFICE OF THE ASSESSOR OF PROPERTY

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby appropriates \$4,000.00 from unassigned fund balance to replace truck transmission for the Office of the Assessor of Property, as shown on the attachment herewith.

2110-14 A RESOLUTION APPROVING GRANT AND APPROPRIATING \$25,000.00 GRANT MATCH FOR ESTABLISHING SAFE BABY COURT FOR THE JUVENILE SERVICES BUDGET

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby approves grant and appropriates \$25,000.00 grant match for establishing Safe Baby Court for the Juvenile Services Budget, as shown on the attachment herewith.

**2110-15 A RESOLUTION APPROPRIATING \$835.91 DAMAGES
RECOVERED FROM VEHICLE ACCIDENT FOR VEHICLE
REPAIRS FOR THE EMERGENCY MEDICAL SERVICES**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body does hereby appropriate \$835.91 damages recovered from vehicle accident for vehicle repairs for the Emergency Medical Services, as shown on the attachment herewith.

**2110-17 A RESOLUTION DOCKETING SUMNER COUNTY BOARD OF
EDUCATION SCHOOL FUND BUDGET AMENDMENTS FOR THE
FISCAL YEAR 2021-2022**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body does hereby docket in its records the Sumner County Board of Education School Fund Budget Amendments for the fiscal year 2021-2022, as shown on the attachment herewith.

**2110-18 A RESOLUTION APPROVING THE FISCAL YEAR 2021-2022
SUMNER COUNTY BOARD OF EDUCATION GENERAL PURPOSE
SCHOOL FUND BUDGET AMENDMENTS**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body does hereby approve the 2021-2022 Sumner County Board of Education General Purpose School Fund budget amendments, as shown on the attachment herewith.

Tax Refunds

Alley-Cassetty Brick	\$ 9.00
Dean Oil Co Bulk Plant	\$ 42.00
Chris and Shannon Elledge	\$. 220.00
RECS Inc.	\$ 27.00
Shoals Technologies Group	\$17,066.00
Walgreen Co. 07301-S-PPT	\$ 15.00

Chairman Langford declared the items on the Consent Agenda, approved (20-2-0) by voice vote of the body upon motion by Commissioner Foster, seconded by Commissioner Sullivan. Commissioners Mansfield and Moe Taylor voted against.

REPORT FROM COUNTY OFFICIALS

County Officials filed the following reports: County Investments, County General Fund, County Debt Service Fund, County Highway Fund, County Capital Outlay Fund, School General Purpose Fund, School Federal Projects Fund, School Food Service Fund, Employee Health Insurance Trust Fund, Employee Dental Insurance Trust Fund, Casualty Insurance Trust Fund, County Trustee Funds, Special Reports: County Dental Insurance Claim Payments, County Health Insurance Claim Payments, County Property Tax Collections, County EMS Billing/Collections/Balances, County Sales Tax Collections, County Wheel Tax Collections, County Tax Rates/Property Values and County School Loan Program Rates. Approval of the filing of these records does not certify to the accuracy of the documents.

Chairman Langford introduced the following resolution:

2110-NOT

A RESOLUTION TO APPROVE AND ACCEPT APPLICATIONS FOR NOTARIES PUBLIC POSITIONS AND PERSONAL SURETY GUARANTORS

WHEREAS, according to the law of the State of Tennessee, an individual must apply for the office of notary public in the county of residence, or of their principal place of business; and

WHEREAS, state statute requires personal sureties making bonds for Notaries publics to be approved by the Sumner County Commission; and

WHEREAS, said applicant must be approved by the County Commission assembled; and

WHEREAS, Bill Kemp, Sumner County Clerk, has certified according to the records of his office that the persons named on the attached listing labeled "SUMNER COUNTY NOTARY PUBLIC APPLICATIONS and SURETY GUARANTORS" have duly applied for the positions so sought; and

**BE IT FURTHER RESOLVED THAT THIS TAKE EFFECT FROM AND
AFTER PASSAGE.**

NOTARIES PUBLIC TO BE ELECTED

KATHERINE A BENTLEY
LYNDA BOOTH
ALICIA M CARTER
DONALD LEE CLARK
NANCY KING CRAWFORD
MARY EASTERLING
JOLENE FECHTER
LINDSAY GRAHAM
JOSH HANKINS
PHIL HARDAWAY
TRACEY HARDIN
VICKIE HARMON
OLIVIA HOOPER
ALICIA HUNT
R L HUTCHISON
CHRISTINA KELLY

BRADLEY K MARBACH
SAVANNA MCEACHERN
CHRISTINA MARIE MCMURRY
CARRIE E MELVIN
MARIA NASTOSKA
TAMARA J OLIVAS
VICTORIA R PARSHALL
MARY POOLE
DEANNA PURYEAR
JENNIFER QUINN
BREANNE C RADOSEVICH
KELLY J SIMS
RICKYNA A SPRINGS
KATHRYN STRONG
GRACE C TAYLOR
JOSHUA ALAN VANZILE

STEPHEN KIHNLEY
JULIE KOSLOFF
SPENCER LEE IV

JOLINE VEILLEUX WAITES
DEBORAH R AUGUSTIN WRIGHT

Upon motion of Commissioner Moe Taylor, seconded by Commissioner Foster, voting was recorded in the following manner:

2110-NOT 10/18 7:28:29 PM

YES - 22		NO - 0		ABS - 0	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- Y	J Nipper	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- Y	P Goode	- NP
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared the election of Notaries Public by the body.

COMMITTEE ON COMMITTEES

Commissioner Tucker announced the appointment to the Civil Service Board was deferred to November.

Commissioner Tucker announced the following appointments to the Tourism Board and moved for approval, seconded by Commissioner Ring.

- Angela Govan, citizen, 3-year term, reappointment
- Tami Wallace, citizen, 2-year term, reappointment

Chairman Langford declared the reappointments of Angela Govan and Tami Wallace approved (21-1-0) by voice vote of the body. Commissioner Moe Taylor voted against.

EDUCATION COMMITTEE

There was no report from the Education Committee.

EMERGENCY SERVICES COMMITTEE

There was no report from the Emergency Services Committee.

GENERAL OPERATIONS COMMITTEE

There was no report from the General Operations Committee.

HIGHWAY COMMITTEE

There was no report from the Highway Committee.

LEGISLATIVE COMMITTEE

There was no report from the Legislative Committee.

BUDGET COMMITTEE

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Stewart seconded the motion.

2110-02 A RESOLUTION ADOPTING THE COUNTY WATERLINE PLAN AS ATTACHED HERewith FOR PRESENTATION TO THE STATE FOR GRANT MATCHING TO PROVIDE HEALTHY WATER FOR THE COUNTY AND COMMITTING UP TO TEN MILLION DOLLARS FROM THE AMERICAN RESCUE PLAN ACT TOWARDS THE WATER LINE PROJECTS WITH FIVE MILLION DOLLARS FROM EACH TRAUNCH

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby adopts the county waterline plan as attached herewith for presentation to the state for grant matching to provide healthy water for the county and committing up to ten million dollars from the American Rescue Plan Act towards the waterline projects with five million dollars from each traunch, as shown on the attachment herewith.

Commissioner Chris Taylor explained that TDEC has advised not to ask for \$100M and moved to amend to reduce the amount requested to approximately \$46M included in Option 2; Commissioner Foster seconded the motion.

After discussion, County Mayor Anthony Holt advised to still request the full amount based on new information received because federal monies may be available.

Chairman Langford clarified Commissioner Chris Taylor's amendment would include the opportunity to seek additional federal funds, if they become available. The maker and seconder of the motion agreed.

Commissioner Moe Taylor moved, seconded by Commissioner Mansfield, to amend the amendment to add an additional \$5M from local ARPA funds to increase his districts portion, bringing total to \$15M.

After discussion, the electronic vote to amend to add additional \$5M was recorded in the following manner:

Amend +\$5M			10/18 7:49:25 PM
YES - 8	NO - 13	ABS - 1	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)			
A Driver - NP	B Geminden - N	B Ring - N	
B Stewart - N	C Krueger - N	C Taylor - N	
Chr. Langford- N	D Dewitt - N	D Sullivan - Y	
G Rhodes - N	J Becker - Y	J Foster - N	
J Mansfield - Y	J Nipper - N	L Hinton - Y	
L Schell - N	L Tinsley - N	M Guthrie - Y	
M Hyde - Y	M Taylor - Y	P Goode - NP	
S Graves - A	S Tucker - N	T Wright - Y	

Chairman Langford declared the motion to amend to add additional \$5M failed to carry.

The electronic vote to amend to choose Option 2 requesting approximately \$46M and seek additional federal funding was recorded in the following manner:

Amend Plan 2				10/18 7:50:13 PM	
YES - 20		NO - 1		ABS - 1	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- A	J Nipper	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- N	P Goode	- NP
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared the amendment approved by the body.

After further discussion, the electronic vote for Resolution 2110-02 as amended was recorded in the following manner:

2110-02				10/18 7:55:47 PM	
YES - 22		NO - 0		ABS - 0	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- Y	J Nipper	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- Y	P Goode	- NP
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared Resolution 2110-02 approved as amended by the body.

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Foster seconded the motion.

2110-03 A RESOLUTION APPROPRIATING UP TO \$45,000.00 FOR JAIL CAPITAL IMPROVEMENTS FROM CAPITAL PROJECTS LOCAL FUNDING

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby appropriates up to \$45,000.00 for jail capital improvements from capital projects local funding, as shown on the attachment herewith.

Commissioner Mansfield moved, seconded by Commissioner Moe Taylor, to amend to reduce the HVAC repairs from \$20,700.00 to \$7,000.00 bringing the resolution total up to \$31,300.00.

After discussion, the electronic vote to amend was recorded in the following manner:

Amend- Reduce HVAC Amt

10/18 8:02:17 PM

YES - 2		NO - 20		ABS - 0	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- N	B Ring	- N
B Stewart	- N	C Krueger	- N	C Taylor	- N
Chr. Langford	- N	D Dewitt	- N	D Sullivan	- N
G Rhodes	- N	J Becker	- N	J Foster	- N
J Mansfield	- Y	J Nipper	- N	L Hinton	- N
L Schell	- N	L Tinsley	- N	M Guthrie	- N
M Hyde	- N	M Taylor	- Y	P Goode	- NP
S Graves	- N	S Tucker	- N	T Wright	- N

Chairman Langford declared the amendment failed to carry.

The electronic vote for Resolution 2110-03 was recorded in the following manner:

2110-03

10/18 8:02:44 PM

YES - 19		NO - 3		ABS - 0	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- N	J Nipper	- Y	L Hinton	- Y
L Schell	- N	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- N	P Goode	- NP
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared Resolution 2110-03 approved by the body.

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Foster seconded the motion.

2110-04 A RESOLUTION APPROVING THE CARRYOVER OF UNUSED "DIRECT APPROPRIATION GRANT" FUNDS FROM FISCAL YEAR 2021 AND TO REMOVE THE AMOUNT COMMITTED FOR REVENUE SHORTFALLS AND CAPITAL ITEMS, AND MOVE IT TO THE UNASSIGNED FUND BALANCE

BE IT RESOLVED by the County Board of Commissioners of Sumner County, Tennessee, meeting in regular session on this the 18th day of October 2021, that this body hereby approves the carryover of unused "Direct Appropriation Grant" funds from fiscal year 2021 and to remove the amount committed for revenue shortfalls and capital items, and move it to the unassigned fund balance, as shown on the attachment herewith.

Chairman Langford declared Resolution 2110-04 approved by unanimous voice vote of the body.

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Foster seconded the motion.

2110-09 A RESOLUTION APPROPRIATING \$20,000.00 FROM EMPG ASSIGNMENT FOR UNMANNED AERIAL VEHICLE SEARCH AND RESCUE EQUIPMENT FOR THE EMERGENCY MANAGEMENT AGENCY

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby appropriates \$20,000.00 from EMPG assignment for unmanned aerial vehicle search and rescue equipment for the Emergency Management Agency, as shown on the attachment herewith.

Chairman Langford declared Resolution 2110-09 approved by unanimous voice vote of the body.

Commissioner Chris Taylor introduced the following resolution and moved for approval; Commissioner Foster seconded the motion.

2110-16 A RESOLUTION TRANSFERRING \$98,620.00 FOR ALLOCATION OF APPROPRIATED FUNDS FOR RURAL FIRE DEPARTMENTS

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby transfers \$98,620.00 for allocation of appropriated funds for rural fire departments, as shown on the attachment herewith.

Chairman Langford declared Resolution 2110-16 approved by unanimous voice vote of the body.

FIANANCIAL MANAGEMENT

Commissioner Becker introduced the resolution and moved for approval; Commissioner Stewart seconded the motion.

2110-05 A RESOLUTION APPROPRIATING UP TO \$1,000,000.00 FOR THE AMERICAN RESCUE PLAN ACT (ARPA) CONSULTANT

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body hereby appropriates up to \$1,000,000.00 for the American Recue Plan Act (ARPA) consultant.

Chairman Langford declared Resolution 2110-05 approved (20-2-0) by voice vote of the body. Commissioners Mansfield and Moe Taylor voted against.

Commissioner Becker introduced the following resolutions and moved to group and approve Resolutions 2110-06, 2110-07 and 2110-08; Commissioner Ring seconded the motion.

2110-06 INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,250,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SUMNER COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners (the "Board") of Sumner County, Tennessee (the "County") that for the purpose of financing, in whole or in part, the (i) expansion, improvement and equipping of the waste transfer facilities of the Resource Authority of Sumner County; (ii) acquisition of all property, real and personal, in connection therewith; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (iv) reimbursement to the County for funds previously expended for any of the

foregoing; and (v) payment of costs incident to the issuance and sale of such bonds, there shall be issued bonds of the County in the aggregate principal amount of not to exceed \$13,250,000 which shall bear interest at a rate or rates not to exceed five percent (5%) per annum, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board that the County Clerk of the County be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$13,250,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk of the County protesting the issuance of the bonds, such bonds will be issued as proposed.

Bill Kemp, County Clerk

Adopted and approved this ____ day of _____, 2021.

County Mayor

Chairman

ATTEST:

County Clerk

(SEAL)

STATE OF TENNESSEE)

COUNTY OF SUMNER)

I, Bill Kemp, certify that I am the duly qualified and acting County Clerk of Sumner County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of the County at a meeting of the governing body of the County held on _____, 2021.

WITNESS my official signature and seal of said County on this the ____
day of _____, 2021.

County Clerk

(SEAL)

2110-07 A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,250,000 IN AGGREGATE PRINCIPAL AMOUNT, IN ONE OR MORE SERIES, OF GENERAL OBLIGATION BONDS OF SUMNER COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE RESOURCE AUTHORITY OF SUMNER COUNTY AND THE CITIES OF HENDERSONVILLE AND GALLATIN.

WHEREAS, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance county public works projects, including without limitation by providing the proceeds of said bonds to instrumentalities of said counties; and

WHEREAS, Chapter 157 of the 1979 Private Acts of Tennessee (the "Private Act") created an entity known as the Resource Authority of Sumner County ("Resource Authority"), which operates waste transfer facilities (the "Facilities") on behalf of Sumner County, Tennessee (the "County") and the Cities of Hendersonville and Gallatin (the "Cities"), as contemplated by the Private Act; and

WHEREAS, due to the County's substantial growth, the Facilities are currently insufficient to provide for the receipt and transfer of County waste; and

WHEREAS, the Board of Directors of the Resource Authority has adopted a resolution recommending that the County Commission authorize the issuance of up to \$13,250,000 of the County's general obligation bonds for the purpose of funding the expansion and improvement of the Facilities; and

WHEREAS, the Board of Directors of the Resource Authority and the governing bodies of each of the Cities have approved an Intergovernmental Agreement in the form attached hereto as Exhibit A, (the "Intergovernmental Agreement") pursuant to which (i) the Resource Authority will provide the County with available funds of the Resource Authority sufficient to pay debt service on the recommended bonds, (ii) each of the Cities will fund 2/7ths of any deficiency in said Resource Authority funds, and (iii) the County will fund 3/7ths of any deficiency in said Resource Authority funds, all in a manner consistent with the terms of the Private Act; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Sumner County, Tennessee (the "County") hereby determines that it is

necessary and desirable to issue general obligation bonds of the County to provide the funds necessary to finance the (i) expansion, improvement and equipping of the Facilities on behalf of the Resource Authority; (ii) the acquisition of all related real and personal property; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iv) reimbursement to the appropriate fund of the County or the Resource Authority for prior expenditures for the foregoing costs, if applicable; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed \$13,250,000 in aggregate principal amount of its general obligation bonds, in one or more series, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom, providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon, and approving the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumner County, Tennessee, as follows:

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

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

(a) "Bonds" shall mean not to exceed \$13,250,000 in aggregate principal amount of General Obligation Bonds of the County, to be dated their date of delivery, with such series designation and such other dated date as the County Mayor shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Cities" means the Cities of Hendersonville and Gallatin, Tennessee;

(d) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(e) "County" means Sumner County, Tennessee;

(f) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(g) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(h) "Director of Finance" means the appointed Director of Finance for the County;

(i) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(j) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(k) "Facilities" means the Resource Authority's waste transfer facilities;

(l) "Governing Body" means the Board of County Commissioners of the County;

(m) "Municipal Advisor" means Oakdale Municipal Advisors;

(n) "Projects" shall mean the (i) expansion, improvement and equipping of the Facilities on behalf of the Resource Authority; (ii) the acquisition of all related real and personal property; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing;

(o) "Registration Agent" means the registration and paying agent for the Bonds, appointed by the County Mayor pursuant to Section 3 hereof, or any successor designated by the Governing Body; and

(p) "Resource Authority" means the entity known as the Resource Authority of Sumner County, created by Chapter 157 of the 1979 Private Acts of Tennessee.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. Approximate debt service and costs of issuance are attached hereto as Exhibit B, subject to change by the County Mayor, as permitted by Section 8 hereof.

Section 4. Authorization and Terms of the Bonds.

- For the purpose of providing funds to (i) finance the cost of the Projects, (ii) reimburse the County or the Resource Authority for funds previously expended for the Projects, if any; and (iii) pay the costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$13,250,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Bonds" and shall be dated their date of issuance and have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not to exceed 5% per annum, payable semi-annually on June 1 and December 1 in each year, commencing June 1, 2022. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on December 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2022 through 2041 in the estimated amounts provided in Exhibit B attached hereto.

(b) Subject to adjustments permitted in Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on

December 1, 2031 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor of the County is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor of the County. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth in Exhibit A, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts and dates may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds

for which proper notice was given. An optional notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a

three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond

shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the

County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

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

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

Section 5. Source of Payment. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. The Bonds shall be additionally payable from any amounts paid to the County from the Resource Authority or the Cities pursuant to the terms of the Intergovernmental Agreement.

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

(Form of Face of Bond)

REGISTERED

REGISTERED

Number _____

\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SUMNER
GENERAL OBLIGATION BOND, SERIES 2021

Interest Rate: _____ Maturity Date: _____ Date of Bond: _____
CUSIP No.: _____, 2021

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Sumner County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth [(or upon earlier redemption as set forth herein)], and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date [or redemption date,] said interest being payable on [June 1, 2022], and semi-annually thereafter on the first day of June and December in each year until this Bond matures [or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the designated corporate trust office of _____, _____, _____, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and

premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody, or a custodian of DTC. The Registrar is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on [December 1, 2031] and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the

Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Amount	Final	Redemption	Principal
<u>Redeemed</u>	<u>Maturity</u>	<u>Date</u>	<u>of Bonds</u>

*Final Maturity

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

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60)

days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds necessary to finance the (i) expansion, improvement and equipping of the waste transfer facilities operated by the Resource Authority of Sumner County; (ii) the acquisition of all related real and personal property; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iv) [reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs;] and (v) payment of costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on _____, 2021 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, [premium, if any,] and interest on this Bond, the full faith and credit of the County are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

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

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

SUMNER COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the designated corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

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

Dated: _____

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

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

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

Section 8. Sale of Bonds. (a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99.00%) of par exclusive of original issue discount, and accrued interest, if any, as a whole or in part, from time to time, as shall be determined by the County Mayor and the Director of Finance, in consultation with the Municipal Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate or rates permitted by applicable law. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor, in consultation with the Municipal Advisor and the Director of Finance of the County, is further authorized with respect to the Bonds, or any series thereof:

- change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;
- to designate the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;
- in order to facilitate the sale of the Bonds in a manner that is in the best interest of the County, to cause to be sold less than the principal amount authorized herein;
- change the first interest payment date on the Bonds, provided that such date is not later than twelve months from the dated date of such series of Bonds;
- adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed the twenty-sixth fiscal year following the fiscal year of such series;
- adjust or remove the County's optional redemption provisions of the Bonds including, but limited to, making the Bonds non-callable or making the first optional redemption date earlier than set forth herein, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof; and
- sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein.
 - The County Mayor, in consultation with the Municipal Advisor and the Director of Finance of the County, is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor, in consultation with the Municipal Advisor and the Director of Finance of the County, is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.
 - The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.
 - If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party

provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

○ The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit C.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Resource Authority Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor or the Director of Finance to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed to the Resource Authority solely to pay the costs of the Projects (or reimburse the County or the Resource Authority for the prior payment thereof), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects, and the costs of issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be (i) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) deposited to the Construction Fund to the extent needed for the Projects; and/or (iii) transferred to the County's debt service fund, as determined by the Director of Finance and to the extent permitted by applicable law. To the extent permitted by applicable law, after completion of the Projects, any funds remaining in the Construction Fund, including earnings from such investments, shall be deposited to the County's debt service fund.

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

Section 10. Official Statement. The County Mayor, the County Clerk and the Director of Finance, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been

awarded, the Mayor, the County Clerk and the Director of Finance, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the County Clerk and the Director of Finance, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

No final Official Statement shall be required if the Bonds are sold to a purchaser that certifies that it does not intend to re-offer the Bonds to the public.

Section 11. Tax Matters. The County recognizes that the purchasers and owners of each series of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of such Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of each series of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Mayor, the County Clerk and the Director of Finance, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Director of Finance is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

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

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

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

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

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

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

Section 13. Qualified Tax-Exempt Obligations. The County Mayor is hereby authorized to designate any series of the Bonds as "qualified tax-exempt obligations," within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, to the extent the Bonds may be so designated.

Section 14. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of

the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto, if any. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Reimbursement. It is reasonably expected that the County will reimburse itself or the Resource Authority for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 17. Approval of Intergovernmental Agreement. The Intergovernmental Agreement is hereby approved, and the County Mayor is hereby authorized to execute and deliver the Intergovernmental Agreement on behalf of the County in substantially the form attached hereto as Exhibit A, together with such changes as the County Mayor may approve, in consultation with the County Attorney.

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

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

Adopted and approved this ____ day of _____, 2021.

County Mayor

Chairman

ATTEST:

County Clerk

(SEAL)

EXHIBIT A

FORM OF INTERGOVERNMENTAL AGREEMENT

**AGREEMENT
BETWEEN SUMNER COUNTY, TENNESSEE,
THE CITIES OF HENDERSONVILLE AND GALLATIN
AND THE RESOURCE AUTHORITY OF SUMNER COUNTY
FOR BORROWING MONEY ON BEHALF OF
THE RESOURCE AUTHORITY OF SUMNER COUNTY**

WHEREAS, this Agreement is entered into by and among the undersigned parties, for and on behalf of their respective governing bodies, that being the City of Hendersonville ("**Hendersonville**"), the City of Gallatin ("**Gallatin**"), the County of Sumner ("**County**") and the entity created by Chapter 157 of the 1979 Private Acts of Tennessee ("**Private Act**"), and known as the Resource Authority of Sumner County ("**Resource Authority**"); and

WHEREAS, Hendersonville, Gallatin and the County, all which are parties to this agreement, are all part of the **Resource Authority**; and

WHEREAS, the Private Act provides that in the event that capital or operational funds are needed each year in excess of revenues generated and available by the **Resource Authority**, fund needs shall be paid by the named entities pursuant to the split set forth in the Private Act; and

WHEREAS, as the **County** sees substantial growth, bringing with it more citizens, and therefore more waste, ways to handle the waste must be addressed; and

WHEREAS, state and federal laws, rules, and regulations require more detailed disposal of waste and the **Resource Authority** must undertake the expansion and improvements of its facilities in order to meet the increasing needs of our county and such regulations.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. As the **Resource Authority** has no recent credit history and the **County** enjoys an excellent credit rating and better opportunity to borrow sums at a reasonable price; it is agreed between the parties that the **County** shall issue its general obligation bonds in an aggregate principal amount not to exceed Thirteen Million Two Hundred Fifty Thousand Dollars (\$13,250,000.00) ("**Bonds**"), for a period of not more than twenty (20) years on behalf of the **Resource Authority**, but with the understanding that any annual obligation shortage shall be the debt of all the entities as set forth in the Private Act.
2. The **Resource Authority** shall make semi-annual payments of interest and annual payments of principal to the **County** no later than thirty (30) days before such payments are due.
3. The day-to-day operations of the **Resource Authority** shall be run by the **Resource Authority** board and staff as previously created by the **Private Act**.

4. The participating governmental entities agree to contribute annually, if needed and requested, to fund debt service payment shortfalls of the **Resource Authority** on the basis of the following standards as set forth in the Private Act:

The **County** shall pay three/sevenths ($3/7^{\text{th}}$); and
Gallatin shall pay two/sevenths ($2/7^{\text{th}}$); and
Hendersonville shall pay two/sevenths ($2/7^{\text{th}}$).

In the event the **County**, **Gallatin** and **Hendersonville** are required to make contributions to the **Resource Authority** pursuant to this Section 4, the **Resource Authority** shall reimburse the **County**, **Gallatin** and **Hendersonville** when funds become available to the **Resource Authority**. Any partial reimbursements shall be made pro rata to the three entities in proportion to the fractions set forth above in this Section 4.

5. FINANCIAL MATTERS. The financial affairs of the **Resource Authority** shall be conducted in accordance with State law and the procedures established by the State Comptroller, and the **Resource Authority** Committee shall oversee all funding decisions.

The **Resource Authority** shall make periodic reports to the entities to keep them aware of annual collections and the potential for a shortfall.

In the event of a shortfall, entities will be billed by the **Resource Authority** for the costs attributable to each entity. Once an invoice is sent, each entity has thirty (30) days to pay the **Resource Authority** who is overseeing the obligations repayment.

6. PROPERTY OF THE RESOURCE AUTHORITY. The **Resource Authority** facility and all related equipment shall be the property of the **Resource Authority**. All employees of the **Resource Authority** shall be employees of the **Resource Authority**.

7. DURATION AND AMENDMENT OF AGREEMENT. The duration of this Agreement shall extend through the final maturity of the Bonds, including any bonds or other debt obligations issued to refund the Bonds, and can be amended only pursuant to the rules of the **Private Act**.

8. EFFECTIVENESS. This Agreement shall become effective when executed by the Executive officer of each involved entity after authorization by their governing body.

By the signatures of the executive officer of each entity to this Agreement, the parties hereto agree to be part of pursuant to terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2021.

Mayor of Hendersonville _____

Adopted: _____

Date: _____

Approved as to Form: _____ City Attorney

Mayor of Gallatin _____

Adopted: _____

Date: _____

Approved as to Form: _____ City Attorney

County Mayor _____

Adopted: _____

Date: _____

Approved as to Form: _____ County Attorney

Resource Authority _____

Adopted: _____

Date: _____

Approved as to Form: _____ Attorney for
Resource Authority

31443551.1

EXHIBIT B

ESTIMATED DEBT SERVICE AND ISSUANCE COSTS

Estimated Debt Service

Date	Principal	Interest	Total P+I
06/30/2022		119,756.50	119,756.50
06/30/2023	550,000.00	218,705.00	768,705.00
06/30/2024	565,000.00	209,227.50	774,227.50
06/30/2025	575,000.00	199,537.50	774,537.50
06/30/2026	585,000.00	189,677.50	774,677.50
06/30/2027	595,000.00	179,647.50	774,647.50
06/30/2028	605,000.00	169,447.50	774,447.50
06/30/2029	615,000.00	159,077.50	774,077.50
06/30/2030	625,000.00	148,537.50	773,537.50
06/30/2031	640,000.00	137,785.00	777,785.00
06/30/2032	650,000.00	126,820.00	776,820.00
06/30/2033	660,000.00	115,685.00	775,685.00
06/30/2034	670,000.00	104,380.00	774,380.00
06/30/2035	685,000.00	92,862.50	777,862.50
06/30/2036	695,000.00	81,132.50	776,132.50
06/30/2037	705,000.00	69,232.50	774,232.50
06/30/2038	720,000.00	57,120.00	777,120.00
06/30/2039	730,000.00	44,795.00	774,795.00
06/30/2040	745,000.00	32,257.50	777,257.50
06/30/2041	755,000.00	19,507.50	774,507.50
06/30/2042	770,000.00	6,545.00	776,545.00
Total	\$13,140,000.00	\$2,481,736.50	\$15,621,736.50

Estimated Costs of Issuance*

Financial Advisor.....	\$20,000.00
Bond Counsel.....	20,000.00
Local Counsel.....	5,000.00
Rating Agency Fee.....	20,000.00
POS/Official Statement.....	1,638.75
Advertising.....	500.00
Registration/Paying Agent.....	750.00
TOTAL.....	\$67,888.75

* Excludes underwriter's discount, which will be determined by competitive bid, and may not in any event exceed 1.0% of the par amount of the bonds.

EXHIBIT C

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

_____, 2021

Sumner County, Tennessee
Attn: The Honorable Anthony Holt
355 North Belvedere Drive
Gallatin, Tennessee 37066

Re: Issuance of Not to Exceed \$13,250,000 in Aggregate Principal Amount of General Obligation Bonds

Dear Mayor Holt:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Sumner County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in a bond resolution adopted on _____, 2021 (the "Resolution") authorizing the Bonds and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

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

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

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

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
 - b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
 - c. Preparing blue sky or investment surveys with respect to the Bonds.
 - d. Drafting state constitutional or legislative amendments.
 - e. Pursuing test cases or other litigation, (such as contested validation proceedings).
 - f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other outstanding debt of the County or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$20,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

**SUMNER
COUNTY,
TENNESSEE:**

BASS, BERRY & SIMS PLC:

By: _____

By: _____

Anthony Holt,
County Mayor

Jeff Oldham, Member

STATE OF TENNESSEE)

COUNTY OF SUMNER)

I, Bill Kemp, certify that I am the duly elected, qualified and acting County Clerk of Sumner County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular called meeting of the governing body of the County held on _____, 2021, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an amount General Obligation Bonds of said County.

WITNESS my official signature and seal of said County this ____ day of _____, 2021.

County Clerk

(SEAL)

31443534.2

**2110-08 A RESOLUTION APPROVING THE FINANCIAL ADVISOR
ENGAGEMENT LETTER ATTACHED**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 18th day of October 2021, that this body does hereby approve the Financial Advisor Engagement Letter, as shown on the attachment herewith.

Commissioner Mansfield moved, seconded by Commissioner Moe Taylor, to refer to the Budget Committee until agreement is signed by the City of Gallatin and City of Hendersonville.

Chairman Langford stated the agreement has been approved by both cities. He also clarified the Resource Authority is the first re-payer, County only responsible on default under the shared agreement.

Law Director Leah Dennen stated the bond will not close until agreements are signed.

The electronic vote to refer was recorded in the following manner:

Refer1 10/18 8:14:22 PM

YES - 5		NO - 17		ABS - 0	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- N	B Ring	- N
B Stewart	- N	C Krueger	- N	C Taylor	- N
Chr. Langford	- N	D Dewitt	- N	D Sullivan	- N
G Rhodes	- N	J Becker	- N	J Foster	- N
J Mansfield	- Y	J Nipper	- N	L Hinton	- Y
L Schell	- N	L Tinsley	- N	M Guthrie	- N
M Hyde	- N	M Taylor	- Y	P Goode	- NP
S Graves	- Y	S Tucker	- N	T Wright	- Y

Chairman Langford declared the motion to refer failed to carry.

After discussion, Commissioner Mansfield moved, seconded by Commissioner Moe Taylor, to defer back to the Budget Committee.

The electronic vote to defer was recorded in the following manner:

Defer1 10/18 8:26:59 PM

YES - 9		NO - 12		ABS - 1	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- N	B Ring	- N
B Stewart	- N	C Krueger	- Y	C Taylor	- N
Chr. Langford	- N	D Dewitt	- N	D Sullivan	- Y
G Rhodes	- N	J Becker	- Y	J Foster	- N
J Mansfield	- Y	J Nipper	- N	L Hinton	- A
L Schell	- N	L Tinsley	- N	M Guthrie	- N
M Hyde	- Y	M Taylor	- Y	P Goode	- NP
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared the motion to defer failed to carry.

After further discussion, Commissioner Chris Taylor moved, seconded by Commissioner Foster, to call for the question.

The electronic vote to call for question was recorded in the following manner:

Question Call		10/18 8:35:31 PM	
YES - 15		NO - 7	
ABS - 0			
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)			
A Driver	- NP	B Geminden	- Y
B Stewart	- Y	C Krueger	- N
Chr. Langford	- Y	D Dewitt	- Y
G Rhodes	- Y	J Becker	- N
J Mansfield	- N	J Nipper	- Y
L Schell	- Y	L Tinsley	- Y
M Hyde	- N	M Taylor	- N
S Graves	- N	S Tucker	- Y
B Ring	- Y	C Taylor	- Y
D Sullivan	- Y	J Foster	- Y
L Hinton	- Y	M Guthrie	- Y
P Goode	- NP	T Wright	- N

Chairman Langford declared the call for question failed to carry.

The electronic vote to group and approve Resolutions 2110-06, 2110-07 and 2110-08 were recorded in the following manner:

Group & Approve 06-08		10/18 8:37:55 PM	
YES - 14		NO - 8	
ABS - 0			
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)			
A Driver	- NP	B Geminden	- Y
B Stewart	- Y	C Krueger	- Y
Chr. Langford	- Y	D Dewitt	- Y
G Rhodes	- Y	J Becker	- N
J Mansfield	- N	J Nipper	- Y
L Schell	- Y	L Tinsley	- N
M Hyde	- N	M Taylor	- N
S Graves	- N	S Tucker	- Y
B Ring	- Y	C Taylor	- Y
D Sullivan	- N	J Foster	- Y
L Hinton	- Y	M Guthrie	- Y
P Goode	- NP	T Wright	- N

Chairman Langford declared Resolutions 2110-06, 2110-07 and 2110-08 approved by the body.

RECESS

Without objection, Chairman Langford called for a five minute recess at 8:38 pm to hand out a copy of the Interlocal Agreement included in the packet. The meeting reconvened at 8:45 pm.

Chairman Langford stated the bond resolution passed but the Interlocal Agreement requires two thirds vote. He explained that without two thirds vote on the Interlocal Agreement the County would be responsible with no contribution from City of Gallatin or City of Hendersonville.

Law Director Leah Dennen clarified that the Interlocal Agreement is based on the Private Act that says the County will pay three sevenths, City of Gallatin will pay two sevenths and The City of Hendersonville will pay two sevenths. She restated that without two thirds vote to pass the Agreement, the County would be responsible with no contribution from the Cities.

Being on the prevailing side, Commissioner Ring moved, seconded by Commissioner Krueger, to reconsider previous action of grouping and approving Resolutions 2110-06, 2110-07 and 2110-08 for the purpose of revoting on 2110-07 as a stand-alone item.

The electronic vote to reconsider was recorded in the following manner:

Reconsider			10/18 8:49:23 PM		
YES - 18		NO - 4		ABS - 0	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- N	J Nipper	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- N	M Taylor	- N	P Goode	- NP
S Graves	- Y	S Tucker	- Y	T Wright	- N

Chairman Langford declared the motion to reconsider approved by the body.

Commissioner Ring moved, seconded by Commissioner Kreuger, to approve Resolution 2110-07. The electronic vote for Resolution 2110-07 was recorded in the following manner:

2110-07			10/18 8:50:08 PM		
YES - 18		NO - 4		ABS - 0	
Individual Votes (Y-Yes; N-No; A-Abstain; NV-Not Voting; NP-Not Present)					
A Driver	- NP	B Geminden	- Y	B Ring	- Y
B Stewart	- Y	C Krueger	- Y	C Taylor	- Y
Chr. Langford	- Y	D Dewitt	- Y	D Sullivan	- Y
G Rhodes	- Y	J Becker	- Y	J Foster	- Y
J Mansfield	- N	J Nipper	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- N	M Taylor	- N	P Goode	- NP
S Graves	- Y	S Tucker	- Y	T Wright	- N

Chairman Langford declared Resolution 2110-07 approved by the body.

ADJOURNMENT

Chairman Langford declared the Commission meeting adjourned at 8:50 p.m. upon motion of Commissioner Foster, seconded by Commissioner Krueger.

BILL KEMP, CLERK

SCOTT LANGFORD, CHAIRMAN

Prepared by Jennifer Mitchell

Approved on _____