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**MINUTES  
SUMNER COUNTY BOARD OF COUNTY COMMISSIONERS  
NOVEMBER 19, 2018**

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The Board of County Commissioners of Sumner County, Tennessee met in regular session on Monday, November 19, 2018, 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 Executive Anthony Holt and County Law Director Leah Dennen and the following Commissioners to wit:

Jerry F. Becker  
Deanne Dewitt  
Alan Driver  
Loren S. Echols  
Jerry W. Foster  
Billy Geminden  
Paul R. Goode  
Steve Graves

Michael Guthrie  
Larry Hinton  
Merrol N. Hyde  
Caroline S. Krueger  
Scott Langford  
Jeremy Mansfield  
Justin Nipper  
Gene Rhodes

Baker Ring  
Leslie Schell  
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-four 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.

The Invocation was led by Reverend James Johnson, First United Methodist Church in Gallatin.

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

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**APPROVAL OF AGENDA**

Without objection, Chairman Langford removed Item 9a.(h.) Beech High School Girls Soccer Team from the agenda. Commissioner Sullivan moved, seconded by Commissioner Graves, to adopt the agenda with the change. The Commission approved the agenda as amended by unanimous voice vote of the body.

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**APPROVAL OF MINUTES**

The minutes for the meeting of this body held on October 15, 2018, and recorded in the office of the Clerk, Bill Kemp, were approved by voice vote after Commissioner Foster made the motion, seconded by Commissioner Becker.

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## REPORT OF THE CHAIR

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

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Chairman Langford recognized State Senator Ferrell Haile who presented a Senate Joint Resolution 744 recognizing Tennessee Senior Stars Women's Softball Team.

County Executive Anthony Holt read the following resolution into the record:

### **A RESOLUTION HONORING TENNESSEE SENIOR STARS WOMEN'S SOFTBALL TEAM**

**WHEREAS**, Tennessee Senior Stars Women's Softball Team is composed of senior citizens who are seventy-five years of age and older, based out of Sumner and Wilson counties; and

**WHEREAS**, these remarkable ladies serve as role models to countless citizens and show others that a passion to maintain one's health and wellbeing does not have to fade as one gets older and are a living proof of the benefits of an active lifestyle; and

**WHEREAS**, a traveling team, the Tennessee Senior Stars, has participated in six tournaments in 2018, visiting the states of Georgia, Florida, Indiana, and South Carolina for competition, and the local tournament, "The Twitty", was held at Drakes Creek Park in Hendersonville in May; and

**WHEREAS**, this team is an inspiration to all and should be commended for their remarkable feats.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular season on this the 19<sup>th</sup> day of November 2018, that this body honors the Tennessee Senior Stars Women's Softball Team members for their dedication and passion to stay active and healthy and being role models for positive living and wishes them the best in the future; and

**BE IT FURTHER RESOLVED** that this resolution is to be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to the Tennessee Senior Stars Women's Softball Team.

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Upon motion of Commissioner Graves, seconded by Commissioner Geminden, the Commission voted unanimously to honor the Tennessee Senior Stars Women's Softball Team.

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Commissioner Geminden read the following resolution into the record:

**A RESOLUTION HONORING THE PORTLAND HIGH SCHOOL  
LADY PANTHERS VOLLEYBALL TEAM**

**WHEREAS**, in October, the Portland High School Lady Panthers Volleyball Team won their second consecutive state championship by defeating Knoxville Catholic School in three sets at state volleyball tournament; and

**WHEREAS**, having prepared diligently and under the leadership of Coach Rob Lesemann and Assistant Coaches Ginger Lesemann and Jessie Perdue, the Lady Panthers entered the finals for their last challenge of the season with an impressive record of 44 wins and 7 losses and became the only team in school history to win two state championships back-to-back; and

**WHEREAS**, players, Mayleigh Douglas, Madison Linville, Tania Brown, Presley Cowan, Josie Runyon, Sydney Lawless, Jordyn Latimer, Kameron Whitticker, Emily Rogers, Savannah Pippin, Kiley Hibdon, Ashton Hoffman, Marlayna Bullington, Grace Tucker, Lauryn Waldron, Hailey Chambers, Qierra Gregory, Rayleigh Hester, Emily Newland, Katie Crutchfield, and Anna McGlothlin have truly shown their diligence and commitment to their sport.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does hereby congratulate and commend the Portland High School Lady Panthers Volleyball Team for their outstanding performance, and wishes them continued success in their future endeavors; and

**BE IT FURTHER RESOLVED** that this resolution is to be spread on the minutes of this body, and the Clerk is to furnish a copy of this resolution to the Portland High School Lady Panthers Volleyball Team and their coaches.

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Upon motion of Commissioner Geminden, seconded by Commissioner Hinton, the Commission voted unanimously to honor the Portland High School Lady Panthers Volleyball Team and their coaches.

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Commissioner Hinton read the following resolution into the record:

**A RESOLUTION HONORING PORTLAND HIGH SCHOOL FOR  
WINNING THE 2018 SPORTSMANSHIP AWARD**

**WHEREAS**, recently, the Middle Tennessee Football Officials Association awarded Portland High School with the 2018 Sportsmanship Award, a prestigious honor which reflects outstanding character and great sportsmanship of the administrators, coaches, and the student athletes; and

**WHEREAS**, Portland High School Principal, Mr. David Woods; Athletic Director, Mrs. Ginger Lesemann; and Head Football Coach, Mr. Greg Cavannah

strive to instill honesty, respect and responsibility not only in their players but all their students; and

**WHEREAS**, Portland High School Football players and coaches exemplify the spirit of the game by displaying exceptional teamwork, positive attitude, and respectful treatment of fellow competitors, teammates, and officials on and off the field; and

**WHEREAS**, this award is a carefully-selected recognition given to one school which displays the highest level of sportsmanship and hospitality toward not only the school's athletes and officials, but also the opposing players, coaches and supporters; and Portland High School should be congratulated for receiving this well-deserved commendation.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular season on this the 19<sup>th</sup> day of November 2018, that this body honors Portland High School, its staff and students for receiving the 2018 Sportsmanship Award and congratulates all student-athletes, Mr. David Woods, Mrs. Ginger Lesemann and Mr. Greg Cavannah for their unwavering dedication to excellence, both on the field and off; and

**BE IT FURTHER RESOLVED** that this resolution is to be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Portland High School.

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Upon motion of Commissioner Hinton, seconded by Commissioner Geminden, the Commission voted unanimously to honor Portland High School for receiving the 2018 Sportsmanship Award.

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Commissioner Geminden read the following resolution into the record:

**A RESOLUTION HONORING COACH ROBERT LESEMANN  
FOR BEING NAMED COACH OF THE YEAR**

**WHEREAS**, Mr. Robert Lesemann, the head coach of girls' volleyball at Portland High School, has selflessly given his time to teach, motivate, and aid his young athletes and, as a result of his outstanding work, was named the Coach of the Year in June 2018, an honor that truly reflects his dedication and leadership; and

**WHEREAS**, owing to the principles of dedication, hard work, and commitment instilled in his players by Coach Lesemann and his assistant coaches, Ginger Lesemann and Jessie Perdue, Lady Panthers won the state championship in two consecutive years, 2017 and 2018, a first in Portland High School history; and

**WHEREAS**, Coach Lesemann grew up in Gallatin, graduated from Gallatin High School, started a volleyball youth league in Portland, Tennessee, in 2005 and the first middle school program in Sumner County at Portland Middle School in 2006, and has an impressive record which stands at 185 wins and 50 losses over the past 5 years; and

**WHEREAS**, Coach Lesemann has positively impacted the lives of countless students and through his efforts and dedication has not only been an outstanding coach, but also a leader, mentor, guardian, and a friend to all his young athletes and because of his diligence and commitment, Portland High School Lady Panthers have become a great success with a bright future.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular season on this the 19<sup>th</sup> day of November 2018, that this body commends Coach Rob Lesemann for being recognized as the Coach of the Year, and expresses its appreciation for his exceptional service; and

**BE IT FURTHER RESOLVED** that this resolution is to be spread on the minutes of this body and the Clerk is to furnish a copy of this resolution to Coach Rob Lesemann.

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Upon motion of Commissioner Geminden, seconded by Commissioner Hinton, the Commission voted unanimously to honor Coach Rob Lesemann .

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Commissioner Hyde read the following resolution into the record:

**A RESOLUTION HONORING THE MERROL HYDE MAGNET SCHOOL  
BOYS' MIDDLE SCHOOL CROSS-COUNTRY TEAM**

**WHEREAS**, the Merrol Hyde Magnet Middle School Boys' Middle School Cross-Country Team had a banner season in 2018, competed in several events successfully and captured their first state championship on September 22 at the mid-state sectional race for single A schools at Riverdale High School with a score of 86 points; and

**WHEREAS**, under the leadership of Coaches Wes Reade and Lenore Poskevich, the boys' team members, Parker Breitling, Ronin Cleary, Sam Morgan, Kolt Shook, Grant Parsons, Eric Popa, Maddox Freebern, and Porche Bryant, displayed great team spirit, worked hard and were dedicated to their winning objectives which resulted in their victorious season; and

**WHEREAS**, this championship brings the first state cross-country championship home to Merrol Hyde Magnet School and this team should be doubly proud of this first time feat; and

**WHEREAS**, these young athletes demonstrated strict discipline and determination, strived to be the best and their coaches, Mr. Reade and Ms. Poskevich, deserve special recognition for their leadership, mentorship and reinforcement of strong teamwork.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body hereby congratulates and commends the Merrol Hyde Magnet School Boys' Middle School Cross-Country Team and wishes them much success in their future endeavors; and

**BE IT FURTHER RESOLVED** that this resolution is to be spread on the minutes of this body and a copy of this resolution is to be provided to the Merrol Hyde Magnet School Boys' Middle School Cross-Country Team.

Upon motion of Commissioner Hyde, seconded by Commissioner Krueger, the Commission voted unanimously to honor the Merrol Hyde Magnet Middle School Boys' Middle School Cross-Country Team.

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**A RESOLUTION HONORING  
MERROL HYDE MAGNET SCHOOL GIRLS' SOCCER TEAM**

**WHEREAS**, Merrol Hyde Magnet School Lady Hawks soccer team had a tremendously successful year and finished the season as a 2018 TSSAA State Finalist with a 17-3 record, the most wins in program history; and

**WHEREAS**, this was the Lady Hawks' second TSSAA state championship tournament and their first state finals championship game where the team gave up only one goal against all Class A opponents all season and to the eventual state champions in the 74<sup>th</sup> minute of the state championship game; and

**WHEREAS**, under the leadership of Head Coach Jason Bentley; Assistant Coaches Meghan Rewa and Mikey Oaks and Student Manager Olivia Johnson, players Gabrielle Steiner, Micayla Farmer, Tessa Bentley, Gracie Gumm, Mary McIlwain, Elizabeth Parsons, Gabby Wakefield, Mia Maxwell, Julia Lewis, Abbey Miller, Abigail Oaks, Claire Flatt, Lizzie Wilder, Josephine Hozan, Sydney Rewa, Taylor Jordin, Karina Steiner, Kaitlin Koster, Makenna Brown, Hailey Hiatt, Victoria Hopper, Katie Hull, Abbie Marshall, Micaela Rewa, and Megan White practiced tirelessly, displayed great perseverance and dedication and showed unwavering commitment to excellence both on and off the field.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does hereby congratulate and commend the Merrol Hyde Magnet School Girls' Soccer team and its coaches Jason Bentley, Meghan Rewa, and Mikey Oaks for their achievements and wishes them much success in the future; and

**BE IT FURTHER RESOLVED** that this resolution is to be spread on the minutes of this body, and the Clerk is to furnish a copy of this resolution to the Merrol Hyde Magnet School Girls' Soccer team and the coaching staff.

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Upon motion of Commissioner Echols, seconded by Commissioner Krueger, the Commission voted unanimously to honor the Merrol Hyde Magnet School Girls' Soccer team.

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Commissioner Echols read the following resolution into the record:

**A RESOLUTION HONORING MERROL HYDE MAGNET SCHOOL  
FOR BEING RECOGNIZED AS A 2018 BLUE RIBBON SCHOOL**

**WHEREAS**, Merrol Hyde Magnet School is one of only six schools in the State of Tennessee to be recognized by U.S. Secretary of Education Betsy DeVoss as a National Blue Ribbon School for 2018, an award which honors public and

private K-12 schools that are either academically superior in their state or that demonstrate dramatic gains in student achievement; and

**WHEREAS**, Merrol Hyde Magnet School received this prestigious award in the Exemplary High Performing Schools category, a recognition bestowed on schools that rank in the top 15 percent in their state and have the highest graduation rate with students who demonstrate academic excellence in the top 15 percent in English and mathematics; and

**WHEREAS**, the National Blue Ribbon Program inspires students to master challenging and engaging ideas, re-energizes staff and parents and the schools that receive this award serve as examples for other schools to prepare students for successful careers and meaningful lives; and

**WHEREAS**, Merrol Hyde Magnet School should be applauded for its commitment to educational excellence and hard work of educators and families who are dedicated to high standards of academic success with no significance to student background and income levels.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body hereby honors and celebrates Merrol Hyde Magnet School for being named a 2018 Blue Ribbon School and commends its dedicated past and present administrators, teachers, and staff who strive to teach, encourage, and inspire each student, thus making Merrol Hyde Magnet School the outstanding school it is today; and

**BE IT FURTHER RESOLVED** that this resolution is to be spread on the minutes of this body, and the Clerk is to furnish a copy of this resolution to Principal Darren Frank.

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Upon motion of Commissioner Echols, seconded by Commissioner Hyde, the Commission voted unanimously to honor the Merrol Hyde Magnet School for being named a 2018 Blue Ribbon School.

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#### **RECOGNITION OF THE PUBLIC**

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

Kevin Baigert of 424 AB Wade Road in Portland expressed his concern about increasing County debt.

Jimmy Johnston of 1598 Green Lea Boulevard representing the Forward Sumner Partnership spoke in support of Resolution 1811-07 and 1811-08.

With no one else wishing to speak, recognition of the public was closed.

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**CONSENT AGENDA**

Chairman Langford introduced the following items on the Consent Agenda:

**1811-12 A RESOLUTION ADOPTING THE GOVERNMENT FINANCE OFFICERS ASSOCIATION FUND BALANCE GUIDELINES FOR THE GENERAL FUND**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body hereby adopts the Government Finance Officers Association Fund Balance Guidelines for the General Fund, as shown on the attachment herewith.

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**1811-14 A RESOLUTION DOCKETING SUMNER COUNTY BOARD OF EDUCATION SCHOOL FUND BUDGET AMENDMENTS**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does hereby docket in its records the Sumner County Board of Education School Fund Budget Amendments, as shown on the attachments herewith.

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**1811-15 A RESOLUTION TO APPROPRIATE ESCHEATED FUNDS FROM THE COUNTY GENERAL UNASSIGNED FUND BALANCE IN THE AMOUNT OF \$5,120.69 TO ATTORNEY RUSS EDWARDS ON BEHALF OF BENEFICIARY RICHARD HILL**

**WHEREAS**, Administrator Brenda Weir of the Estate of Gladys Tate Hill was to pay to beneficiary Richard W. Hill the sum of \$5,120.69 as the beneficiary of the estate; and

**WHEREAS** at the time of distribution and for several years thereafter the whereabouts of Beneficiary Hill were unknown and the funds were deemed abandoned and escheated to the state of Tennessee; and

**WHEREAS** after the state of Tennessee was unable to locate Beneficiary Hill, the money was returned to the county to be placed in the general fund; and

**WHEREAS** Beneficiary Hill has been located and Administrator Weir is seeking the return of the escheated funds for distribution through the estate attorney to Mr. Hill.

**THEREFORE, BE IT RESOLVED** that escheated funds in the amount of \$5,120.69 shall be paid from the County General Fund to attorney Russ Edwards on behalf of Beneficiary Hill for distribution pursuant to the orders of the court.

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**1811-16 A RESOLUTION INCREASING BUDGETED REVENUES AND APPROPRIATING \$2,610.00 FOR FISCAL YEAR 2019 TENNESSEE STATE LIBRARY AND ARCHIVES (TSLA) TECHNOLOGY GRANT FOR THE HENDERSONVILLE PUBLIC LIBRARY**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body hereby increases budgeted revenues and appropriates \$2,610.00 for fiscal year 2019 Tennessee State Library and Archives (TSLA) Technology Grant for the Hendersonville Public Library, as shown on the attachment herewith.

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**1811-17 A RESOLUTION APPROPRIATING \$3,770.53 FOR HABITAT FOR HUMANITY FOR DONATION OF FEES PAID**

**BE IT RESOLVED BY** the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does hereby appropriate \$3,770.53 for Habitat for Humanity for donation of fees paid, as shown on the attachment herewith.

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**1811-18 A RESOLUTION AUTHORIZING TRANSFERS BETWEEN MAJOR CATEGORIES FOR THE SUMNER COUNTY EXECUTIVE'S OFFICE**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does hereby authorize transfers between major categories for the Sumner County Executive's Office, as shown on the attachment herewith.

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**1811-19 A RESOLUTION AUTHORIZING TRANSFERS BETWEEN MAJOR CATEGORIES FOR THE SUMNER COUNTY COMMISSION**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does hereby authorize transfers between major categories for the Sumner County Commission, as shown on the attachment herewith.

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**1811-20 A RESOLUTION ADOPTING POLICY FOR LEAVE CERTIFICATION FORM FOR ALL EMPLOYEES WHO EARN LEAVE**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November

2018, that this body hereby adopts policy for leave certification form for all employees who earn leave, as shown on the attachment herewith.

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**Tax Refunds**

Arnold Kirby Jr. and Teresa	\$ 522.00
HPI IRS Spes II Inc.	\$1,100.00
Southern Benefit Administrators Inc.	\$ 405.00

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Chairman Langford declared the items on the Consent Agenda approved upon voice vote of the body upon motion by Commissioner Chris Taylor, seconded by Commissioner Ring. Commissioner Moe Taylor voted no.

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**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.

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Chairman Langford introduced the following resolution:

**1811-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.**

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**NOTARIES PUBLIC LIST FOR ELECTION**

BRENDA E ANTHONY	JOSHUA E. HOLLAND
AMY C ARNOLD	KAYLA R JOHNSON
ANDREA BECKER	ALEXANDRIA KEELER
CAROL R BELL	PATRICIA LANDERS
MARY ANN BENNETT	EMILY LANGHAM
JANA S BONER	BELKYS LASSO
LURA BRADY	KELLY MAUPIN
BEN BUSH	MELISSA W MCMAHON
JEFF CARNES	MICHAEL MITCHELL
LISA CARPENTER	CINDY B NEWMAN
WALLACE H CARRIER JR	KARRIE NICKELL
BONNY CARRIER	TOMMY OLDHAM
CARL CHANDLER	SUNDI S PUCKETT
NANCY JO COLE	AMY RAY
BARBARA COLLINS	CHRISTINE E RUSSEK
CONNIE E CURRY	J SCHMITTOU
ANDREW FELDER	TONI M STEPHENS
DAWN GENEREUX	AMY D SUMMERS
JOHN B GREGORY III	SUMMER TATE
RENITA J HARRIS	CHARLES H WILKINSON
GORMA JOY HARTLEIN	KIMBERLY J WRIGHT
RANDALL EDWARD HELD	MELINDA A WUNDER
CHRISTINA HIGGINS	

Upon motion of Commissioner Echols, seconded by Commissioner Rhodes, voting was recorded in the following manner:

**Res-1811-NOT** 11/19 7:51:35 PM  
**YES - 24                      NO - 0                      ABS - 0**

Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- 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 Echols	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- Y	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- Y

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

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### COMMITTEE ON COMMITTEES

Commissioner Goode announced the following expiring terms of two county members on the Industrial Development Board:

- Jim Hodges, six-year term – re-appoint
- Wayne Whiting, six-year term – re-appoint

Upon motion of Commissioner Goode to group the two appointments together and approve, seconded by Commissioner Rhodes, the Commission voted unanimously to approve the appointments of Mr. Hodges and Mr. Whiting to the Industrial Development Board.

Commissioner Goode announced the expiring, 2-year terms on the Board of Construction Appeals:

- Doug Cowden – re-appoint
- Bob Goodall, Jr. – re-appoint
- Robert Hill – re-appoint
- Rick Halcomb – re-appoint

Commissioner Goode announced the expiring, 1-year terms on the Board of Construction Appeals:

- Larry Brown (Alternate) - re-appoint
- Shawn Utley (Alternate) - re-appoint

Upon motion of Commissioner Goode to group appointments together and approve, seconded by Commissioner Ring, the Commission voted unanimously to approve the appointments of Mr. Cowden, Mr. Goodall, Jr., Mr. Halcomb, Mr. Hill, Mr. Brown and Mr. Utley to serve on the Construction Board of Appeals.

Commissioner Goode announced the following expiring two-year term on the Civil Service Board:

- Bill Johnson (Sheriff's representative) –re-appoint

Upon motion of Commissioner Goode to approve the re-appointment, seconded by Commissioner Echols, the Commission voted unanimously to approve Mr. Johnson to serve on the Civil Service Board.

Commissioner Goode announced the following expiring, five-year term on the Sumner County Regional Airport Authority:

- Colonel Richard Crawford- re-appointment

Upon motion of Commissioner Goode to approve, seconded by Commissioner Sullivan, the Commission voted unanimously to approve the re-appointment of Mr. Crawford to the Sumner County Regional Airport Authority.

Commissioner Goode announced the following appointments for next month on the Emergency 911 Communications Board:

- Ben Harris, 4-year term, County Commission
  - Paul D. Freels, 4-year term, citizen
  - Michael Guthrie, 4-year term, County Commission
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### **HIGHWAY COMMISSION**

Commissioner Graves thanked the Highway Commission and employees for a job well done in 2018.

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### **EDUCATION COMMITTEE**

There was no report from the Education Committee.

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### **GENERAL OPERATIONS COMMITTEE**

There was no report from the General Operations Committee.

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### **EMERGENCY SERVICES COMMITTEE**

There was no report from the Emergency Services Committee.

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### **LEGISLATIVE COMMITTEE**

Commissioner Ring introduced the following resolution and moved for approval; Commissioner Schell seconded the motion.

**1811-01      A RESOLUTION TO APPROVE THE COURTHOUSE PROJECT  
MANAGER AGREEMENT**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does approve the Courthouse Project Manager Agreement, as shown on the attachment herewith.

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Chairman Langford declared the Resolution 1811-01 approved upon voice vote of the body. Commissioner Moe Taylor voted against the resolution.

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Commissioner Ring introduced the following resolution and moved for approval; Commissioner Echols seconded the motion.

**1811-02 A RESOLUTION ENCOURAGING THE RESTORATION OF  
RANDY'S RECORD SHOP AS A HISTORIC SITE**

**WHEREAS**, Randy's Record Shop founded in 1947 and the present location was built in 1953; and

**WHEREAS**, through a partnership with Nashville radio WLAC, the Record Shop began advertising and selling Rhythm and Blues music to a national audience through mail order and in time, Randy's Record Shop in Gallatin, Tennessee became the largest mail-order record business in the nation; and

**WHEREAS**, the Record Shop played a large part in the music history for Middle Tennessee, the United States and the world; and

**WHEREAS**, Randy Wood was a veteran, an influential leader in the entertainment industry, founding Randy's Record in 1947, Dot Records in 1950, Ranwood Records in 1968, and Studio Masters Recording Studio in 1972; and

**WHEREAS**, Wood was an avid philanthropist and a passionate supporter of educational causes, establishing important scholarship funds both in his native Tennessee and in Los Angeles; and

**WHEREAS**, this historic property is greatly in need of rehabilitation and preservation; and

**WHEREAS**, Historic Randy's Record Shop Foundation Plans to Save the Building and transform the area into a working records shop, museum and memorial.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners, meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does hereby commend the efforts of the Historic Randy's Record Shop Foundation and encourages both public and private entities to assist with this worthwhile endeavor to save this historic location.

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Chairman Langford declared the Resolution 1811-02 approved upon unanimous voice vote of the body.

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Commissioner Ring introduced the following resolution and moved for approval; Commissioner Krueger seconded the motion.

**1811-03 A RESOLUTION RESCINDING AND REPEALING THE PRIVATE  
ACTS OF 2004, CHAPTER 137 WHICH DESIGNATED THE COUNTY MAYOR  
IN SUMNER COUNTY AS THE COUNTY EXECUTIVE; THEREBY TITLING  
THE OFFICE AS THE COUNTY MAYOR OF SUMNER COUNTY**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body hereby rescinds and repeals the Private Acts of 2004 Chapter 137 which designated the County Mayor in Sumner County as the County Executive.

**THEREFORE BE IT RESOLVED** that it is the desire of the legislative body of Sumner County to title its chief executive office in the same manner as

other counties through the state and by this repeal, the office of County Executive shall be known as the County Mayor; and

**BE IT FURTHER RESOLVED** that this repeal will become effective upon the date of passage and thereafter the County Executive of Sumner County shall be known as County Mayor of Sumner County and any authorization referencing the old title shall in no way limit, change or hinder the authority of the office.

The following vote was recorded electronically as follows:

**Res-1811-03** 11/19 7:58:39 PM  
**YES - 21**                      **NO - 1**                      **ABS - 1**

Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)					
A Driver	- Y	B Geminden	- Y	B Ring	- NV
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 Echols	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- A	M Taylor	- N	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford Declared Resolution 1811-03 approved by the body.

Commissioner Ring introduced the following resolution and moved for approval; Commissioner Goode seconded the motion.

**1811-04 A RESOLUTION CHANGING THE OFFICIAL NAME OF THE  
SUMNER COUNTY REGIONAL AIRPORT  
TO  
NASHVILLE EXECUTIVE AIRPORT  
AT SUMNER COUNTY**

**WHEREAS**, the changes being made to the Sumner County Regional Airport have made it a prime destination for air travel into the middle Tennessee area: and

**WHEREAS**, airport opportunities around the Nashville area are limited and effort must be made to show potential users that the Sumner County Airport is close to Nashville and offers executive level services.

**THEREFORE, BE IT RESOLVED** that the official name of the Sumner County Regional Airport shall be changed to **Nashville Executive Airport at Sumner County** in order to better promote and define the services available.

The following vote was recorded electronically as follows:

**Res-1811-04** 11/19 7:59:24 PM  
**YES - 24**                      **NO - 0**                      **ABS - 0**

Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- 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 Echols	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- Y	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared Resolution 1811-04 approved unanimously by the body.

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### FINANCIAL MANAGEMENT COMMITTEE

There was no report from the Financial Management Committee.

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### BUDGET COMMITTEE

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

#### **1811-05 A RESOLUTION ACCEPTING AND APPROPRIATING FOR AN ARCHITECTURAL CONTRACT FOR NEW ELEMENTARY SCHOOL (NORTH STATION CAMP)**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body hereby accepts and appropriates for an architectural contract for new elementary school (North Station Camp), as shown on the attachment herewith; and

**BE IT FURTHER RESOLVED** all costs of contract shall be paid or reimbursed from bond proceeds.

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**Res-1811-05** 11/19 8:00:16 PM  
**YES - 21**                      **NO - 3**                      **ABS - 0**

Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- 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 Echols	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- N	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- N

Chairman Langford declared Resolution 1811-05 approved by the body.

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

**1811-06 A RESOLUTION ACCEPTING AND APPROPRIATING FOR AN ARCHITECTURAL CONTRACT FOR A NEW HIGH SCHOOL (NORTH STATION CAMP)**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body hereby accepts and appropriates for an architectural contract for new high school (North Station Camp), as shown on the attachment herewith; and

**BE IT FURTHER RESOLVED** all costs of contract shall be paid or reimbursed from bond proceeds.

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**Res-1811-06** 11/19 8:01:43 PM  
**YES - 20** **NO - 3** **ABS - 0**

Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- 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 Echols	- Y	L Hinton	- Y
L Schell	- NV	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- N	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- N

Chairman Langford declared Resolution 1811-06 approved by the body.

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

**1811-07 INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THREE MILLION (\$3,000,000) 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) construction and improvement to highways, streets, roads, bridges, signalization, and acquisition of rights-of way; (ii) construction and acquisition of extensions and improvements to water and sewer infrastructure; (iii) construction, improvement, renovation, repair, and equipping of County schools; (iv) acquisition of all property, real and personal, in connection therewith; (v) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (vi) reimbursement to the County for funds previously expended for any of the foregoing; and (vii) 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 \$3,000,000 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 \$3,000,000 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 19th day of November, 2018.

(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 copy of excerpts from the minutes of a regular meeting of the governing body of the County held on November 19, 2018; 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 not to exceed \$3,000,000 General Obligation Public Improvement Bonds of said County.

WITNESS my official signature and seal of said County on this the \_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
County Clerk  
(SEAL)

The Board of County Commissioners of Sumner County, Tennessee, met in a regular session on November 19, 2018, at 7:00 p.m., at the Sumner County Administration Building, Gallatin, Tennessee, with Scott Langford, presiding.

The following Commissioners were present:

The following Commissioners were absent:

There was also present Bill Kemp, County Clerk.

After the meeting was duly called to order, the following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:  
NAY:

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Commissioner Chris Taylor moved to amend the resolution, seconded by Commissioner Hinton, to amend the language of the resolution to state specifically the infrastructure for the new schools and any funds left over would come back to the body for approval.

County Law Director Leah Dennen and County Finance Director David Lawing advised against delaying action or changing the language of the resolution. The motion and second were withdrawn.

The electronic vote was recorded in the following manner.

**Res-1811-07** 11/19 8:21:38 PM  
**YES - 21** **NO - 2** **ABS - 1**

Voting Results (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- 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 EchoIs	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- A	M Taylor	- N	P Goode	- Y
S Graves	- Y	S Tucker	- Y	T Wright	- Y

Chairman Langford declared Resolution 1811-07 approved by the body.

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

**1811-08 A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF GENERAL OBLIGATION SCHOOL AND PUBLIC IMPROVEMENT BONDS OF SUMNER COUNTY, TENNESSEE, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE HUNDRED THREE MILLION DOLLARS (\$103,000,000) FOR THE PURPOSE OF FINANCING SCHOOLS AND CERTAIN PUBLIC WORKS PROJECTS; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.**

**WHEREAS**, pursuant to Sections 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended (the "School Bond Act"), counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance school projects; and

**WHEREAS**, the Board of County Commissioners (the "Governing Body") hereby adopts this resolution in part for the purpose of authorizing the issuance of general obligation school bonds under the School Bond Act in an amount not

to exceed \$100,000,000 for the purpose of (A) financing the (i) design, site development, constructing, improving, renovating and equipping of schools in the County; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such school projects and construction of related infrastructure for the schools; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (iv) reimbursement to the County for funds previously expended for the foregoing, if any; and (v) payment of costs incident to the issuance and sale of the school bonds authorized herein; (B) establishing the terms of such school bonds; and (C) providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest on such school bonds; and

**WHEREAS**, counties in Tennessee are authorized by Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, (the “Public Improvement Bond Act”) to issue, by resolution, bonds to finance public works projects; and

**WHEREAS**, the Board of County Commissioners of the County adopted on the date hereof, an initial resolution (the “Initial Resolution”) authorizing the issuance of general obligation bonds under the Public Improvement Bond Act in an amount not to exceed \$3,000,000 and hereby adopts this resolution for the purposes of (A) financing the (i) construction and improvement to highways, streets, roads, bridges, signalization, and acquisition of rights-of way; (ii) construction and acquisition of extensions and improvements to water and sewer infrastructure; (iii) construction, improvement, renovation, repair, and equipping of County schools; (iv) acquisition of all property, real and personal, in connection therewith; (v) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (vi) reimbursement to the County for funds previously expended for the foregoing, if any; and (vii) payment of costs incident to the issuance and sale of such bonds; (B) establishing the terms of such bonds; and (C) providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest on such bonds; and

**WHEREAS**, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

**WHEREAS**, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish the purposes set forth above, it is necessary to issue general obligation school and public improvement bonds of the County.

**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 for School Projects (as defined below) are issued pursuant to Sections 49-3-1001, et seq., Tennessee Code Annotated, as amended, in an amount not to exceed \$100,000,000, and the bonds authorized by this resolution for Public Improvement Projects (as defined below) are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, in an amount not to exceed \$3,000,000, 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" means the General Obligation School and Public Improvement Bonds authorized in this Resolution.

(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) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated under the Code.

(d) "County" means Sumner County, Tennessee.

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body.

(f) "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.

(g) "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.

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

(i) "Governing Body" means the Board of County Commissioners of the County.

(j) "Municipal Advisor" means Oakdale Municipal Advisors.

(k) "Projects" means the Public Improvement Projects and the School Projects.

(l) "Public Improvement Projects" means (i) construction and improvement to highways, streets, roads, bridges, signalization, and acquisition of rights-of way; (ii) construction and acquisition of extensions and improvements to water and sewer infrastructure; (iii) construction, improvement, renovation, repair, and equipping of County schools; (iv) acquisition of all property, real and personal, in connection therewith; and (v) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Public Improvement Projects.

(m) "Registration Agent" means the registration and paying agent for the Bonds, or such successor, appointed by the County Executive pursuant to Section 4 of this Resolution.

(n) "Resolution" means this resolution adopted by the Governing Body authorizing the issuance and sale of the Bonds.

(o) "School Projects" means the (i) design, site development, constructing, improving, renovating and equipping of schools in the County; (ii) acquisition of all property real and personal, appurtenant thereto, or connected

with such school projects and construction of related infrastructure for the schools; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the School Projects.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. It is hereby found and determined by the Governing Body that the issuance and sale of the Bonds is in compliance with the Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance the Projects, to reimburse the County for funds previously expended for the Projects, if any, to pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds, in one or more series, of the County in an aggregate principal amount not to exceed \$103,000,000. The Bonds shall be issued in fully registered, book-entry only form (except as otherwise permitted herein), without coupons, shall be issued in one or more series, shall be known as "General Obligation School and Public Improvement Bonds" and shall have such series designation and dated date as shall be determined by the County Executive pursuant to Section 8 hereof. The rate or rates on the Bonds shall not exceed five percent (5%) per annum. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on June 1 and December 1 in each year, commencing December 1, 2019. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser, and, subject to adjustment as permitted by Section 8 hereof, shall mature, either serially or through mandatory redemption on December 1 of each year, in the years 2019 through 2038, inclusive. Approximate debt service is attached hereto as Exhibit A, subject to change as permitted by Section 8 hereof. The estimated interest expense and costs of issuance of the Bonds are also attached hereto as Exhibit A.

(b) Subject to the adjustments permitted by Section 8 hereof, the Bonds maturing on and after December 1, 2029 and thereafter shall be subject to redemption at the option of the County on December 1, 2028 and thereafter, at any time, in whole or in part, at a price of par, plus accrued interest, to the redemption date. If less than all the Bonds of such series shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. 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 Executive 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 Executive. 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 herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts 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 twenty (20) 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. The 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 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. On or before the date fixed for redemption, moneys shall be deposited with the Registration Agent to pay the principal of, redemption premium, if any, and interest accrued to the redemption date on the Bonds called for redemption. 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 Executive is hereby authorized and directed to appoint the Registration Agent and the Registration Agent is 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 Executive 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 publication of 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 Executive 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.

If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Executive and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

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.

(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 payable from and secured by 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.

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  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF SUMNER  
GENERAL OBLIGATION SCHOOL AND PUBLIC IMPROVEMENT BOND,  
SERIES \_\_\_\_\_

Interest Rate: \_\_\_\_\_ Maturity Date: \_\_\_\_\_ Date of Bond: \_\_\_\_\_  
CUSIP No.: \_\_\_\_\_

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 [December 1, 2019], 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 by check or draft at the designated corporate trust office of \_\_\_\_\_ Bank, \_\_\_\_\_, Tennessee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly 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. The Registration Agent 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 effected 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 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 maturing December 1, \_\_\_\_\_ through December 1, \_\_\_\_\_, inclusive, shall mature without option of prior redemption, and Bonds maturing December 1, \_\_\_\_\_ and thereafter shall be subject to redemption prior to maturity at the option of the County on December 1, \_\_\_\_\_ and thereafter, as a whole or in part, at any time, at the redemption price of par plus interest accrued 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 of the County, in its discretion. 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:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</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 twenty (20) 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 the redemption of any of the Bonds for which proper notice was given. The 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.]

[The Bonds shall not be subject to redemption prior to maturity.]

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 on the front side hereof, 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 for: (A) financing the (i) construction and improvement to highways, streets, roads, bridges, signalization, and acquisition of rights-of way; (ii) construction and acquisition of

extensions and improvements to water and sewer infrastructure; (iii) construction, improvement, renovation, repair, and equipping of County schools; (iv) acquisition of all property, real and personal, in connection therewith; and (v) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (B) (i) design, site development, constructing, improving, renovating and equipping of schools in the County; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such school projects and construction of related infrastructure for the schools; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and (C) the payment of costs incurred in connection with the issuance and sale of the bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001, et seq., Tennessee Code Annotated and Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on November 19, 2018 (the "Resolution").

This Bond is payable from and secured by unlimited ad valorem taxes to be levied on all taxable 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. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

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 Executive with his manual or facsimile signature and attested by its County Clerk with his manual or facsimile signature under an impression or facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

SUMNER COUNTY

BY: \_\_\_\_\_  
County Executive

(SEAL)

ATTESTED:

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

Transferable and payable at the designated corporate trust office of:

\_\_\_\_\_, Tennessee

Date of Registration: \_\_\_\_\_

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

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), 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.

Section 7. Pledge and 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 and interest coming due on the Bonds in said year. Principal 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.

Section 8. Sale of Bonds.

(a) **The Bonds shall be offered for public sale, as required by law, in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Executive.**

(b) The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Executive, in consultation with the Municipal Advisor and the Finance Director of the County.

(c) If the Bonds are sold in more than one series, the County Executive, in consultation with the Municipal Advisor and the Finance Director of the County, is authorized to establish the principal amount of such series, so long as the stated total aggregate principal amount of all series issued does not exceed the maximum par amount set forth herein.

(d) The County Executive, in consultation with the Municipal Advisor and the Finance Director of the County, is further authorized with respect to each series of Bonds to:

**(1) change the dated date of the Bonds or any series thereof, to a date other than the date of issuance of the Bonds;**

**(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation School and Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;**

**(3) change the first interest payment date on the Bonds or any series thereof to a date other than December 1, 2019, provided that such date is not later than twelve months from the dated date of such series of Bonds;**

**(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof (including, but not limited to, establishing the date and year of the first principal payment date), provided that (A) the total principal amount of all series of the Bonds does not exceed the amount authorized herein; and (B) the final maturity date of each series does not exceed the County's fiscal year ending June 30, 2039;**

**(5) remove and adjust the optional redemption provisions, 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;**

**(6) 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 or as otherwise determined by the County Executive, as he, in consultation with the Municipal Advisor and the Finance Director of the County, shall deem most advantageous to the County; and**

**(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County and to enter into agreements with such insurance company with respect to any series of Bonds to the extent not inconsistent with this Resolution.**

(e) The County Executive, in consultation with the Municipal Advisor and the Finance Director 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 Executive, in consultation with the Municipal Advisor and the Finance Director 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 Executive is authorized to change the designation of the Bonds to a designation other than "General Obligation School and Improvement 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.

(f) The County Executive, in consultation with the Finance Director of the County and the Municipal Advisor, is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed five percent (5%) per annum. The award of the Bonds by the County Executive to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. 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.

(g) The County Executive, the County Clerk and the Finance Director of the County, or any of them, 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 contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and the contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, each previously approved by the Financial Management Committee as required by the Debt Management Policy, are attached to the Resolution as Exhibit B and Exhibit C, respectively.

(h) 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.

(i) No Bonds shall be issued until the publication of the Initial Resolution and at least twenty days have elapsed since the publication thereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of each series of the Bonds shall be applied by the County as follows:

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and

(b) the remainder of 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 Public Improvement Construction Fund (the "Public Improvement Construction Fund") and the School Construction Fund (the "School Construction Fund") (collectively, the "Construction Funds") to be kept separate and apart from all other funds of the County. The funds in the Public Improvement Construction Fund and the School Construction Fund shall be disbursed solely to pay the costs of Public Improvement Projects and the School Projects, respectively, 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. Moneys in the Construction Funds shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. The earnings on the Public Improvement Construction Fund may either be retained therein or paid to the debt service fund to be used to pay interest on the Bonds allocable to the Public Improvement Projects, as the County Executive, in consultation with the Finance Director of the County, shall determine. Any remaining funds in the Public Improvement Construction Fund after completion of the Public Improvement Projects shall be transferred to the Debt Service Fund to be used to pay interest on the Bonds. The earnings on the School Construction Fund shall be retained therein, or to the extent permitted by applicable law, paid to the debt service fund to be used to pay interest on the Bonds allocable to the School Projects. To the extent permitted by applicable law, any remaining funds in the School

Construction Fund after completion of the School Projects shall be transferred to the Debt Service Fund to be used to pay interest on the Bonds.

**Section 10. Official Statement.** The County Executive, the County Clerk and the Finance Director of the County, or any of them, 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 County Executive, the County Clerk and the Finance Director of the County, 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 Executive, the County Clerk and the Finance Director of the County, 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 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 Executive, the County Clerk and the Finance Director of the County, 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.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

**Section 11. Federal Tax Matters Related to the Bonds.** The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body 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(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds 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 and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Executive and the Finance Director of the County are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such

certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Finance Director of the County 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 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 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 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. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices as required by Rule 15c2-

12 of the Securities Exchange Commission for the Bonds. The County Executive 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. 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 14. Reimbursement. It is reasonably expected that the County will reimburse itself 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 15. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Public Improvement Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than twenty-one years (21) years.

Section 16. 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 shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. 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.

Section 18. 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 this 19th day of November, 2018.

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County Executive

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Chairman

EXHIBIT A

Estimated Debt Service and Costs of Issuance

BOND DEBT SERVICE

Sumner County, Tennessee  
Proposed Series 2019

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2019	3,125,000	3.600%	3,182,700	6,307,700
12/01/2020	3,755,000	3.600%	3,595,500	7,350,500
12/01/2021	3,890,000	3.600%	3,460,320	7,350,320
12/01/2022	4,030,000	3.600%	3,320,280	7,350,280
12/01/2023	4,170,000	3.600%	3,175,200	7,345,200
12/01/2024	4,325,000	3.600%	3,025,080	7,350,080
12/01/2025	4,480,000	3.600%	2,869,380	7,349,380
12/01/2026	4,640,000	3.600%	2,708,100	7,348,100
12/01/2027	4,805,000	3.600%	2,541,060	7,346,060
12/01/2028	4,980,000	3.600%	2,368,080	7,348,080
12/01/2029	5,160,000	3.600%	2,188,800	7,348,800
12/01/2030	5,345,000	3.600%	2,003,040	7,348,040
12/01/2031	5,535,000	3.600%	1,810,620	7,345,620
12/01/2032	5,735,000	3.600%	1,611,360	7,346,360
12/01/2033	5,945,000	3.600%	1,404,900	7,349,900
12/01/2034	6,155,000	3.600%	1,190,880	7,345,880
12/01/2035	6,380,000	3.600%	969,300	7,349,300
12/01/2036	6,610,000	3.600%	739,620	7,349,620
12/01/2037	6,845,000	3.600%	501,660	7,346,660
12/01/2038	7,090,000	3.600%	255,240	7,345,240
	103,000,000		42,921,120	145,921,120

MINUTE BOOK 21  
November 19, 2018

COST OF ISSUANCE

Sumner County, Tennessee  
Proposed Series 2019

Cost of Issuance	\$/1000	Amount
Estimated Underwriter's Discount	6.50000	622,602.50
Bond Counsel	0.88740	85,000.00
Municipal Advisor	0.75168	72,000.00
Standard & Poor's	0.64728	62,000.00
Printing and Advertising	0.03132	3,000.00
IPREO/Parity	0.02088	2,000.00
Registration/Paying Agent	0.01044	1,000.00
Miscellaneous	0.05220	5,000.00
	8.90121	852,602.50

## EXHIBIT B

### Municipal Advisory Agreement



[jgraham@oakdale-ma.com](mailto:jgraham@oakdale-ma.com) | 615.351.4409

November 5, 2018

Sumner County, Tennessee  
Honorable Anthony Holt  
355 N. Belvedere Drive  
Gallatin, TN 37066

Re: Sumner County, Tennessee General Obligation School and Public Improvement Bonds, Series 2019

Dear Mr. Holt:

Pursuant to our recent conversations, we are pleased to confirm the arrangements under which Oakdale Municipal Advisors, LLC (“Oakdale”) will be hired as Municipal Advisor to provide advisory services to Sumner County, Tennessee (the “County”) in connection with the bond issue referenced above (the “Bonds”). We look forward to assisting the County in the successful completion of this transaction.

#### **1. Scope of Services**

Oakdale is being hired as Municipal Advisor to provide the services under this Agreement. In its capacity as Municipal Advisor, Oakdale will provide the following services to complete the issuance of the Bonds.

- Assist and advise in connection with the preparation and implementation of the Bonds;
- Assist the County in the selection of bond counsel, paying agent, rating agency(ies) and any other members required for the financing team;
- Coordinate execution of the financing plan, including serving as the main contact with the County and all financing team members;

- Develop a schedule that incorporates all phases of the financing process;
- Prepare a credit package that will include all relative credit information to be used in conjunction with the procurement of a credit rating, which data will be used in large part to create the “Information Concerning the County” section of both the preliminary and final official statements (collectively, the “Official Statement”) used in connection with the offer and sale of the Bonds;
- Working with the County, devise the structure of the issue, and arrange for the offering of the Bonds at public sale on a date decided upon by Oakdale and the County;
- Assist in the preparation of the Official Statement;
- Verify bids for the Bonds and advise as to award of the Bonds;
- Assist in the preparation of legal documentation of the proposed transaction;
- Assist in the preparation and verification of final closing calculations; and
- Coordinate the activities for a successful closing including preparation of a flow of funds or “closing” memorandum.

Both parties acknowledge and agree that Oakdale is acting solely as a municipal advisor with respect to the Bonds. Oakdale’s engagement is limited to providing municipal advisory services with respect to this issuance of bonds. Oakdale is not a fiduciary of any other party to the transaction and will be neither party to, nor liable under, any contract, agreement, or understanding executed or otherwise existing to affect the Bonds. Oakdale will not investigate the veracity of any certifications provided by any party; provide legal or accounting assurance that any matter or procedure complies with any applicable law; or be liable to any party if the Bonds fail to close or for default of same.

## **2. Information to be Supplied**

In connection with Oakdale’s activities on the County’s behalf, the County agrees to (a) fully cooperate with Oakdale, (b) promptly furnish to Oakdale any and all information and data concerning the County and the Bonds that Oakdale deems appropriate (the “Information”), and (c) provide Oakdale with full access to the County’s officers,

directors, employees, appraisers, independent accountants, legal counsel and other consultants and advisors.

The County understands and acknowledges that Oakdale will be using and relying on the Information to render its services and will not verify the same or independently appraise any of the assets or liabilities of the County. The County agrees that Oakdale has no obligation to and is not expected to verify the Information or appraise any County assets or liabilities. Oakdale does not assume responsibility for the accuracy or completeness of the Information or any other information regarding the County, any prospective party to a bond issuance or any bond issuance. The County agrees that it is solely responsible for the accuracy and completeness of such information.

### **3. Compensation and Expenses**

It is understood that Oakdale will be paid a municipal advisory fee of \$72,000 for services rendered relating to the issuance of the Bonds. This will be the only fee charged by Oakdale and will cover all out-of-pocket expenses incurred by Oakdale during this engagement. The fee shall be earned at the closing of the transaction and will be paid at that time.

The County acknowledges that it will be responsible for paying the expenses incident to the issuance of the Bonds, including but not limited to (i) underwriter's discount, (ii) the cost of the preparation, printing or other reproduction of reasonable quantities of the Official Statement, including shipping and distribution costs, (iii) the cost of printing, signing, registering and authenticating the book-entry Bonds, (iv) expenses of rating agency(ies), and (v) the fees of bond counsel, the registration agent, and of any other experts or consultants retained by the County.

### **4. Term and Termination of the Engagement**

This agreement shall be in effect from the date hereof until the time that this agreement is terminated. This agreement will automatically terminate upon the successful closing of the issuance of the Bonds. The County or Oakdale may terminate this agreement at any prior time immediately upon written notice to the other party. Notwithstanding the foregoing, the provisions of the second paragraph of Section 3 (Responsibility for Other Expenses), 8 (Independent Contractor), and 9 (Non-Exclusive Relationship) will survive termination.

### **5. Binding Effect**

This agreement will be binding upon Oakdale, the County and their respective successors. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound. In case any provision of this letter agreement shall be invalid, illegal or unenforceable, the validity, legality and

enforceability of the remaining provisions of this letter agreement shall not in any way be affected or impaired thereby.

## **6. Entire Agreement**

This Agreement is the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings (including any and all pre-existing investment management agreements between the parties, which are hereby cancelled), regarding the subject matter hereof.

## **7. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

## **8. Independent Contractor**

Oakdale is and will hereafter act as an independent contractor and not as an employee of the County, and nothing in this agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Oakdale and the County.

## **9. Non-Exclusive Relationship**

The County acknowledges and agrees that this Agreement will not restrict Oakdale from serving as Municipal Advisor for other clients. Oakdale will devote, in its reasonable discretion, the assets, resources, and personnel reasonably required to perform the services hereunder.

## **10. Additional Disclosures**

- Oakdale may utilize the legal services of Bass, Berry & Sims PLC from time to time on unrelated matters. For this engagement, it is understood that Bass, Berry and Sims PLC will represent solely the County as bond counsel.
- An officer of Oakdale who will be instrumental in the issuance of the Bonds has a direct family relationship with one of the County's elected County Commissioners. The County Commissioner is also an employee of the County.

- Oakdale has submitted appropriate forms for registration with the Securities and Exchange Commission. Registration is currently pending.

If you find the terms of this Letter of Engagement acceptable, please sign below and return one copy to Oakdale.

We look forward to working with you to meet your financial objectives. Should you have questions, please contact me at 615.351.4409.

Yours sincerely,

Oakdale Municipal Advisors, LLC

By: Julianne G. Graham  
Julianne G. Graham, President

.....

**This Letter of Engagement is hereby accepted and approved this \_\_\_\_\_ day of  
November, 2018.**

**Sumner County, TN**

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

Its: \_\_\_\_\_

EXHIBIT C

Engagement Letter of Bond Counsel

November 5, 2018

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

**Re: Issuance of Not to Exceed \$103,000,000 General Obligation School and Public Improvement Bonds (the "Bonds")**

Dear County Executive 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 to fund school and public improvement projects, and to pay costs incident to the issuance and sale of the Bonds. We further understand that the Bonds will be sold at a competitive public 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 issues.**
- 5. Prepare election proceedings or pursue validation proceedings, if any.**
- 6. Draft those sections of the official statement 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.**
- 7. 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.**

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 (6) 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) except as set forth above.
- 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, 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. We are currently representing Mallinckrodt PLC and Mallinckrodt LLC (collectively, "Mallinckrodt") in unrelated litigation matters that are adverse to the County. Execution of this letter will signify the Issuer's consent to our representation of Mallinckrodt and 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 in an aggregate principal amount of not to exceed \$85,000; (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, our fee is estimated to be \$60,000. The fees quoted above 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 as described in the paragraph above 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 the amount we are paid exceed \$85,000.

### **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 Contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

### **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. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee to the extent permitted by applicable law.

**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: \_\_\_\_\_  
Anthony Holt, County Executive

By: Karen S. Neal \_\_\_\_\_  
Karen S. Neal, Member

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 copy of excerpts from the minutes of a regular meeting of the governing body of the County held on November 19, 2018; 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 not to exceed \$103,000,000 General Obligation School and Public Improvement Bonds.

WITNESS my official signature and seal of said County this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

County Clerk

(SEAL)

The Board of County Commissioners of Sumner County, Tennessee, met in a regular session on November 19, 2018, at 7:00 p.m., at the Sumner County Administration Building, Gallatin, Tennessee, with Scott Langford, presiding.

The following Commissioners were present:

The following Commissioners were absent:

There was also present Bill Kemp, County Clerk.

After the meeting was duly called to order, the following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

---

Commissioner Hyde moved, seconded by Commissioner Moe Taylor, to refer the resolution for 30 days to have the Budget Committee review the debt issue and make a plan on how the County can structure the debt.

**Res-Refer1**

11/19 8:34:48 PM

**YES - 9                      NO - 14                      ABS - 0**

**Voting Results** (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- N	B Geminden	- N	B Ring	- N
C Krueger	- Y	C Taylor	- N	Chr. Langford	- N
D Dewitt	- NV	D Sullivan	- N	G Rhodes	- N
J Becker	- N	J Foster	- N	J Mansfield	- Y
J Nipper	- N	L Echols	- N	L Hinton	- Y
L Schell	- N	L Tinsley	- Y	M Guthrie	- Y
M Hyde	- Y	M Taylor	- Y	P Goode	- N
S Graves	- Y	S Tucker	- N	T Wright	- Y

Chairman Langford declared the motion to refer failed to pass.

After further discussion, Commissioner Hinton called for the question on the motion. Commissioner Echols seconded the motion. The electronic vote was recorded as follows:

**YES - 18                      NO - 5                      ABS - 0**

**Voting Results** (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- Y
C Krueger	- Y	C Taylor	- Y	Chr. Langford	- Y
D Dewitt	- Y	D Sullivan	- Y	G Rhodes	- Y
J Becker	- N	J Foster	- Y	J Mansfield	- N
J Nipper	- Y	L Echols	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- N	M Guthrie	- Y
M Hyde	- N	M Taylor	- N	P Goode	- Y
S Graves	- NV	S Tucker	- Y	T Wright	- Y

Chairman Langford declared the call for the question passed.

The electronic vote on the main motion was recorded in the following manner:

11/19 9:10:07 PM

**Res-1811-08**

**YES - 18                      NO - 5                      ABS - 0**

**Voting Results** (Yes-Y; No-N; Abstain-A; Not Voting-NV; Not Present-NP)

A Driver	- Y	B Geminden	- Y	B Ring	- 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 Echols	- Y	L Hinton	- Y
L Schell	- Y	L Tinsley	- N	M Guthrie	- Y
M Hyde	- N	M Taylor	- N	P Goode	- Y
S Graves	- NV	S Tucker	- Y	T Wright	- N

Chairman Langford declared Resolution 1811-08 approved by the body.

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

**1811-09 A RESOLUTION INCREASING BUDGETED REVENUES AND APPROPRIATING \$165,415.00 TO THE HEALTH DEPARTMENT FOR THE AMENDED DIRECT GRANT ACCESS (DGA) GRANT FUNDING FOR FISCAL YEAR 2019**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body hereby increases budgeted revenues and appropriates \$165,415.00 to the Health Department for the amended Direct Grant Access (DGA) Grant Funding for the fiscal year 2019, as shown on the attachment herewith

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Chairman Langford declared Resolution 1811-09 approved by the body upon unanimous voice vote.

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

**1811-10 A RESOLUTION TO BUDGET CARRYOVER PROJECTS AND OPEN PURCHASE ORDERS FROM FISCAL YEAR 2018 TO FISCAL YEAR 2019**

**BE IT RESOLVED** by the County Board of Commissioners of Sumner County, Tennessee, meeting in regular session on this 19<sup>th</sup> day of November 2018, that this body hereby carries over projects and open purchase orders from fiscal year 2018 to fiscal year 2019, as shown on the attachment herewith; and

**BE IT FURTHER RESOLVED** that this body hereby authorizes the information department to cancel purchase order totaling \$48,458.00 and use for other needed items and services.

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Chairman Langford declared Resolution 1811-10 approved by the body upon unanimous voice vote.

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

**1811-11 A RESOLUTION DOCKETING DETAIL ESTIMATE ON 2019 BOND**

**BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 19<sup>th</sup> day of November 2018, that this body does hereby docket detailed estimate on 2019 bond, as shown on the attachment herewith.

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Chairman Langford declared Resolution 1811-11 approved by the body upon unanimous voice vote.

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### ADJOURNMENT

Chairman Langford declared the Commission meeting adjourned at 9:15 p.m.  
upon motion of Commissioner Hinton and duly seconded.

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BILL KEMP, CLERK

\_\_\_\_\_  
SCOTT LANGFORD, CHAIRMAN

Prepared by Maria A. Savage

Approved on \_\_\_\_\_

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