

**AGENDA  
WILLIAMSON COUNTY BOARD OF COMMISSIONERS**

**Monday, May 13, 2019 – 7:00 p.m.**

- I. OPEN COURT**
- II. INVOCATION & PLEDGE TO FLAG**
- III. ROLL CALL**
- IV. APPROVAL OF MINUTES** of the regular March 11, 2019, County Commission Meeting (Copies were mailed to each member of the County Commission)
- V. CITIZEN COMMUNICATION**
- VI. COMMUNICATIONS & MESSAGES**  
*Proclamation Declaring May 19-25, 2019, as Emergency Medical Services Week – Mayor Rogers Anderson*
- VII. REPORTS OF COUNTY OFFICES** – Department Heads should be prepared to make a verbal report and answer questions, upon request.
  - a. County Mayor – Rogers C. Anderson
  - b. W.C. Schools – Dr. Mike Looney, Director of Schools
  - c. Hospital Report – Don Webb, CEO, Williamson Medical Center
  - d. Health Report – Cathy Montgomery, County Health Director
  - e. Highway Report – Eddie Hood, Superintendent
  - f. Agriculture Report – Matt Horsman, Extension Leader
  - g. Parks & Recreation Report – Gordon Hampton, Director
  - h. Office of Public Safety – Bill Jorgensen, Director
  - i. Budget Committee – Steve Smith, Chairman
  - j. Education Committee – Robbie Beal, Chairman
  - k. Finance (Investment) Committee – Rogers Anderson, Chairman
  - l. Human Resources Committee – David Landrum, Chairman
  - m. Law Enforcement/Public Safety Committee – Ricky Jones, Chairman
  - n. Municipal Solid Waste Board – Ricky Jones, Board Member
  - o. Parks & Recreation Committee – Brian Beathard, Chairman
  - p. Property Committee – Dwight Jones, Chairman
  - q. Public Health Committee – Betsy Hester, Chairperson
  - r. Purchasing & Insurance Committee – Dana Ausbrooks, Chairperson
  - s. Rules Committee – Steve Smith, Chairman
  - t. Steering Committee – Matt Williams, Chairman
  - u. Tax Study Committee – Barb Sturgeon, Chairman

Any other Committee wishing to report may do so at this time.

**VIII. ELECTIONS & APPOINTMENTS**

**COUNTY MAYOR:**

**Emergency Management Director**

**Resigned**  
Mac Purdy

**New Hire**  
Todd Horton

**Sports Authority**  
(Term Expires 6/20)

**Vacancy**

**Nomination**  
Steve Smith

**COUNTY COMMISSION:**

**Agriculture Committee**

Farmer  
Farm Woman  
(Two Year Terms, Expiring 1/21)

**Term Expiring**  
Dan Bond  
Cherry Lane Darken

**Nomination**  
Devin Gilliam  
Amy Tavalin

**Adjustments & Appeals Board**  
Architect  
(Term Expiring 1/21)

**Resigned**  
Al Thomas

**Nomination**  
Josh Hughes

**Hospital Board of Trustees**  
At Large  
At Large  
At Large  
(Three Year Terms, Expiring 5/22)

**Term Expiring**  
Jim Cross  
David Landrum  
Matt Williams

**Nomination**  
Jim Cross  
David Landrum  
Matt Williams

**IX. CONSENT AGENDA (Reference Attachment, if applicable)**

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

**1) ZONING**

**2) APPROPRIATIONS**

**Resolution No. 5-19-1**, Resolution Inter-Category Budget Adjustment for Background Checks the General Purpose School Fund – Commissioner Ausbrooks

**Resolution No. 5-19-2**, Resolution to Transfer Funds to the Rural and General Debt Services Funds to Pay Interest on Energy Systems Conservation Debt – Commissioner Ausbrooks

**Resolution No. 5-19-3**, Resolution Authorizing the Issuance, Sale and Payment of General Obligation School Refunding Bonds, and Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds – Commissioner Smith

**Resolution No. 5-19-4**, Resolution Authorizing the Issuance, Sale and Payment of County District School Refunding Bonds of Williamson County, and Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds – Commissioner Smith

**Resolution No. 5-19-5**, Resolution Appropriating and Amending the 2018-19 Parks and Recreation Budget by \$147,939.50 - Revenues to Come from Donations – Commissioner Smith

**Resolution No. 5-19-6**, Resolution Appropriating and Amending the 2018-19 Parks and Recreation Department Budget by \$75,000 - Revenues to Come from Participant Fees – Commissioner Smith

**Resolution No. 5-19-7**, Resolution Amending the 2018-19 Highway Department Budget and Appropriating Up to \$405,809.21 for Paving Expenses - Revenues to Come from State Aid Program – Commissioner Smith

**Resolution No. 5-19-8**, Resolution Appropriating and Amending the 2018-19 Health Department Budget by \$1,516 – Revenues to Come from Donations – Commissioner Hester

**Appropriations (continued)**

**Resolution No. 5-19-9**, Resolution Appropriating and Amending the 2018-19 Health Department Budget by \$1,684.65 – Revenues to Come from State Grant Funds – Commissioner Hester

**Resolution No. 5-19-10**, Resolution Authorizing the County Mayor to Execute the Grant Agreement and Appropriating and Amending the 2018-19 Health Department Budget by \$20,000 – Revenues to Come from State Grant Funds – Commissioner Lothers

**Resolution No. 5-19-11**, Resolution Appropriating and Amending the 2018-19 Williamson County Sheriff's Office Budget by \$3,443.78 for Tactical Equipment – Revenues to Come from the Tennessee Emergency Management Agency Reimbursements for Mutual Aid Assistance to Texas - Commissioner R. Jones

**Resolution No. 5-19-12**, Resolution Appropriating and Amending the 2018-19 Williamson County Sheriff's Office Budget by \$15,776 – Revenues from Seized Funds Resulting from a Joint Drug Investigation with Metropolitan Government of Nashville and Davidson County, Tennessee – Commissioner R. Jones

**Resolution No. 5-19-13**, Resolution Accepting Donations of \$6,000 to Be Used for Maintenance of the Sheriff Office's Gun Range and Appropriating and Amending the 2018-19 Williamson County Sheriff's Office Budget – Revenues to Come from Donations - Commissioner R. Jones

**Resolution No. 5-19-14**, Resolution Appropriating and Amending the 2018-19 Office of Public Safety and Williamson County Sheriff's Office Budgets for Costs Associated with Hurricane Florence Totaling \$49,590 – Revenues to Come from Other State Revenue – Commissioner R. Jones

**Resolution No. 5-19-15**, Resolution Appropriating and Amending the 2018-19 Library Budget by \$18,935 – Revenues to Come from Donations and Contributions – Commissioner Webb

**LATE FILED Resolution No. 5-19-39**, Resolution Appropriating and Amending the 2018-19 Parks and Recreation Budget by \$12,000 – Revenues to Come From Donations – Commissioner Smith

**LATE FILED Resolution No. 5-19-40**, Resolution Appropriating and Amending the 2018-19 Veterans Services Budget by \$1,612 – Revenues to Come From Memorial Brick Paver Sales – Commissioner Smith

**3) OTHER**

**Resolution No. 5-19-16**, Resolution to Lower the Speed Limit Along County Roads Located in Cedarfont Farms Subdivision – Commissioners Ausbrooks and Smith

**Resolution No. 5-19-17**, Resolution Authorizing the Expenditure of Funds Collected from the One-Half Percent Increase of the Local Option Sales and Use Tax and Amending 2018-19 Budget – Commissioner Smith

**Resolution No. 5-19-18**, Resolution Authorizing the Williamson County Mayor to Execute a Grant Proposal with the State of Tennessee Department of Transportation for State Project # 94015-1234-04, Intersection at Murray Lane and Hillsboro Road – Commissioner Smith

**Resolution No. 5-19-19**, Resolution Authorizing the Williamson County Mayor to Execute a License agreement with Williamson County Hospital District D/B/A Williamson Medical Center to Provide Storage for Disaster Recovery Equipment – Commissioner Smith

**Resolution No. 5-19-20**, Resolution of the Governing Body of Williamson County Supporting Proposed House Resolution HJR0134 and Requesting the National Park Service to Install Barriers on the Natchez Trace Bridge That Extends Over Highway 96 West in Williamson County – Commissioners Williams and Morton

**Resolution No. 5-19-21**, Resolution Requesting that the General Assembly Amend Legislation to Exempt Williamson County Government from Register of Deed's Filing and Registering Fees – Commissioner Sturgeon

**Resolution No. 5-19-22**, Resolution to Surplus and Approve the Conveyance of a 1989 Chevrolet Silverado and a 1986 Ford A6 Fire Engine to the Hickman County, Tennessee Government and Authorizing the Williamson County Mayor to Execute all Documentation Needed to Complete the Conveyance – Commissioner R. Jones

**Resolution No. 5-19-23**, Resolution Declaring Certain Williamson County Owned Equipment Surplus Property and Authorizing the Sale of the Equipment – Commissioner Morton

**Resolution No. 5-19-24**, Resolution Accepting a Conditional Donation of Real Property Located at 1140 Incinerator Road, Williamson County, Tennessee from Friends of Wireless, Inc. – Commissioner Morton

**Resolution No. 5-19-25**, Resolution Authorizing the Williamson County Mayor to Execute a License Agreement with Walnut Grove Farms to Provide Access to Adjoining Property to Be Farmed – Commissioner R. Jones

**AGENDA – May 13, 2019**  
**County Commission Meeting - Page Four**

**Other (continued)**

**Resolution No. 5-19-26**, Resolution Setting the Williamson County Hotel-Motel Tax Rate for the 2019-2020 Fiscal Year – Commissioner Sturgeon

**Resolution No. 5-19-27**, Resolution Authorizing the Williamson County Mayor to Enter Into an Interlocal Agreement with Williamson Medical Center for Its Contribution for the Cost of Forensic Medical Investigator Services – Commissioner Hester

**Resolution No. 5-19-28**, Resolution Authorizing the Williamson County Mayor to Execute a Lease Agreement with the College Grove Senior Citizens for Space in Facility Located at 8607 Horton Highway, College Grove, Tennessee – Commissioner Morton

**Resolution No. 5-19-29**, Resolution Authorizing the Williamson County Mayor to Enter Into a Lease Agreement with the Bethesda Senior Citizens Center for Use of Office Space – Commissioner Morton

**Resolution No. 5-19-30**, Resolution Authorizing the Williamson County Mayor to Enter Into a Lease Agreement with the Hillsboro Senior Citizens Center for Use of Office Space – Commissioner Morton

**Resolution No. 5-19-31**, Resolution Authorizing the Williamson County Mayor to Enter Into a Lease Agreement with Waves, Incorporated for Use of Office Space in Franklin, Tennessee – Commissioner Morton

**Resolution No. 5-19-32**, Resolution Authorizing the Williamson County Mayor to Enter into a Lease Agreement with Waves, Incorporated for Use of Office Space in Fairview, Tennessee – Commissioner Morton

**Resolution No. 5-19-33**, Resolution Authorizing the Williamson County Mayor to Enter into a Lease Agreement with the Boys and Girls Club of Franklin/Williamson County for Use of Office Space – Commissioner Morton

**Resolution No. 5-19-34**, Resolution Authorizing the Williamson County Mayor to Enter into a Lease Agreement with Community Housing Partnership of Williamson County for Use of Office Space – Commissioner Morton

**Resolution No. 5-19-35**, Resolution Authorizing the Williamson County Mayor to Enter into a Lease Agreement with the Community Child Care, Incorporated – Commissioner Morton

**Resolution No. 5-19-36**, Resolution Authorizing the Williamson County Mayor to Execute a Lease Agreement with the Gear Foundation, Inc. and the Book Hive, LLC – Commissioner Morton

**Resolution No. 5-19-37**, Resolution Authorizing the County Mayor to Execute a Contract Between the State of Tennessee Department of Transportation & Williamson County for a Trash Collecting Grant for Fiscal Year 2019-20 – Commissioner R. Jones

**Resolution No. 5-19-38**, Resolution Approving Amendments to Williamson Medical Center Board of Trustees Bylaws – Commissioners Chalfant, Smith, Ausbrooks, Landrum and Williams

**XII. ADJOURNMENT**

Anyone requesting accommodation due to disabilities should contact Williamson County Risk Management at (615) 790-5466. This request, if possible, should be made three (3) working days prior to the meeting.



**FINANCIAL STATEMENT HIGHLIGHTS**

**Month Ended March 31, 2019**

<b>Actuals</b>	<b>Month</b>		<b>Year to Date</b>	
	<b>Current</b>	<b>Budget</b>	<b>Current</b>	<b>Budget</b>
Net Revenue	\$18,683,775	\$22,009,623	\$181,705,043	\$194,831,428
Total Operating Expenses	20,549,134	21,382,251	183,894,423	188,940,668
Net Non-Operating Rev/Exp	549,905	264,566	2,869,250	2,404,004
<b>Net Income/Loss</b>	<b>(\$1,315,454)</b>	<b>\$891,938</b>	<b>\$679,870</b>	<b>\$8,294,764</b>

<b>Balance Sheet</b>	<b>Current Month</b>	<b>Prior Month</b>	<b>Increase (decrease)</b>
Operating Account Balance	\$26,382,559	\$17,313,495	\$9,069,064.11
Available to Use Cash	66,847,995	\$60,273,926	6,574,069
Collections	16,902,282	21,456,950	(4,554,668)
Days Cash on Hand	104.9	94.7	10.2
Debt Coverage	2.46	2.66	(0.2)

<b>Key Financial Stats/Indicators</b>	<b>Current Month</b>	<b>12 Month Average</b>	<b>Increase (decrease)</b>
Admissions-Adults	820	805	15
Admissions-Pediatrics	13	14	(1)
Patient Days	3,023	2,812	211
Equivalent Patient Days	9,599	8,373	1226
Surgeries	929	1,071	(142)
Emergency Room	3,293	3,114	179
Emergency Room-Pediatrics	1,014	892	122

**Williamson Medical Center & Subsidiaries**  
**Balance Sheet**  
**For the Period Ending March 31, 2019**

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
<b>CASH</b>				
Funds Mgmt/General Fund	\$ 26,382,559	\$ 17,313,495	\$ 9,069,064	52.4%
<b>TOTAL CASH</b>	<b>26,382,559</b>	<b>17,313,495</b>	<b>9,069,064</b>	<b>52.4%</b>
<b>RECEIVABLES</b>				
Patient Receivables	85,591,974	83,492,983	2,098,991	2.5%
Contractual Allowances	(56,988,068)	(55,466,184)	(1,521,884)	2.7%
Other Receivables	543,431	799,994	(256,563)	-32.1%
<b>TOTAL RECEIVABLES</b>	<b>29,147,337</b>	<b>28,826,793</b>	<b>320,544</b>	<b>1.1%</b>
<b>INVENTORIES</b>				
General Stores	215,679	222,543	(6,864)	-3.1%
Pharmacy	840,411	840,411	0	0.0%
Surgery	3,294,249	3,242,154	52,095	1.6%
<b>TOTAL INVENTORIES</b>	<b>4,350,339</b>	<b>4,305,108</b>	<b>45,231</b>	<b>1.1%</b>
<b>PREPAID EXPENSES</b>	<b>2,144,715</b>	<b>2,371,109</b>	<b>(226,394)</b>	<b>-9.5%</b>
<b>TOTAL CURRENT ASSETS</b>	<b>82,024,951</b>	<b>52,816,505</b>	<b>9,208,446</b>	<b>17.4%</b>
<b>PROPERTY, PLANT &amp; EQUIP</b>				
Land and Land Imp.	16,042,698	16,042,698	0	0.0%
Building & Building Serv	247,221,272	243,320,743	3,900,529	1.6%
Equipment	126,761,883	126,354,875	407,008	0.3%
Less: Accum Depr	(173,766,694)	(172,758,939)	(1,007,755)	0.6%
<b>TOTAL P,P &amp; E</b>	<b>216,259,159</b>	<b>212,959,377</b>	<b>3,299,782</b>	<b>1.5%</b>
<b>OTHER ASSETS</b>				
Cash-Funded Depreciation	34,551,200	37,477,184	(2,925,984)	-7.8%
Bond Payment Fund	3,965,586	3,534,597	430,989	0.0%
Bond Escrow Fund	1,948,650	1,948,650	0	0.0%
Miscellaneous Assets/Investments	17,112,615	16,862,418	250,197	1.5%
Capitalized Costs/Bond Issue Costs	1,655,909	1,671,194	(15,285)	-0.9%
<b>TOTAL OTHER ASSETS</b>	<b>59,233,960</b>	<b>61,494,043</b>	<b>(2,260,083)</b>	<b>-3.7%</b>
<b>TOTAL ASSETS</b>	<b>\$ 337,518,070</b>	<b>\$ 327,269,925</b>	<b>\$ 10,248,145</b>	<b>3.1%</b>

**Williamson Medical Center & Subsidiaries**  
**Balance Sheet**  
**For the Period Ending March 31, 2019**

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 8,649,926	\$ 8,486,464	\$ 163,462	1.9%
Due from BJIT	-	-	-	0.0%
Accrued Wages Payable	5,313,081	4,093,183	1,219,898	29.8%
Payroll Taxes Payable	303,299	246,496	56,803	23.0%
Employee Ded Payable	(175,021)	(160,957)	(14,064)	8.7%
Accrued Employee Benefits	5,601,070	5,580,933	20,137	0.4%
Accrued Bond Interest	1,247,146	997,717	249,429	100.0%
Current Portion-Bonds Payable	2,900,000	2,900,000	0	0.0%
Current Portion of Long Term Debt	2,615,032	2,630,674	(15,642)	-0.6%
Estimated Third Party Settlements	918,839	811,379	107,460	13.2%
Other Current Obligations	1,620,265	1,620,265	0	0.0%
<b>TOTAL CURRENT LIAB</b>	<b>28,993,637</b>	<b>27,206,154</b>	<b>1,787,483</b>	<b>6.6%</b>
<b>LONG TERM LIABILITIES</b>				
Hospital Expansion Bonds 2004	\$ 11,420,000	\$ 11,420,000	-	0.0%
Hospital Expansion Bonds 2013	24,595,539	24,604,671	(9,132)	0.0%
Hospital Expansion Bonds 2018	44,934,590	44,947,672	(13,082)	100.0%
INS Bank-Parking Deck	2,863,662	2,896,584	(32,922)	-1.1%
1st Tennessee Bank-Grassland	2,688,391	2,709,716	(21,325)	-0.8%
Deferred Comp Liability	1,180,264	1,180,264	0	0.0%
Franklin Synergy Bank-Cain Property	1,267,189	1,267,134	55	0.0%
Franklin Synergy Bank-Curd Lane Pro	2,387,435	2,403,567	(16,132)	-0.7%
Franklin Synergy Bank-LOC	10,000,000	10,000,000	10,000,000	100.0%
1st Tennessee Bank-Consolidated	1,874,367	2,005,713	(131,346)	-6.5%
<b>TOTAL LONG TERM LIAB</b>	<b>103,211,437</b>	<b>93,435,321</b>	<b>9,776,116</b>	<b>10.5%</b>
<b>FUND BALANCE</b>	<b>205,312,996</b>	<b>206,628,450</b>	<b>(1,315,454)</b>	<b>-0.6%</b>
<b>TOTAL LIABILITY &amp; FUND BALANCE</b>	<b>\$ 337,518,070</b>	<b>\$ 327,269,925</b>	<b>\$ 10,248,145</b>	<b>3.1%</b>
	0			

**Williamson Medical Center & Subsidiaries**  
**Income Statement**  
**For the Period Ending March 31, 2019**  
**Comparison of Actual to Budget**

	<u>Month To Date</u>				<u>Year To Date</u>			
	Actual	Budget	Variance	Var%	Actual	Budget	Variance	Var%
<b>Net Patient Svc Revenue</b>	\$ 18,177,792	21,480,352	(3,302,560)	-15.4%	\$ 176,662,250	\$ 190,058,515	\$ (13,396,265)	-7.0%
Other Operating Revenue	\$ 505,983	\$ 529,271	\$ (23,288)	-4.4%	\$ 5,042,793	\$ 4,772,913	\$ 269,880	5.7%
<b>Net Operating Revenue</b>	\$ 18,683,775	\$ 22,009,623	(3,325,848)	-15.1%	\$ 181,705,043	\$ 194,831,428	\$ (13,126,385)	-6.7%
<b>Operating Expenses:</b>								
Salaries & Benefits	\$ 11,742,646	\$ 11,988,384	\$ (245,738)	-2.0%	\$ 102,106,172	\$ 104,744,089	\$ (2,637,917)	-2.5%
Medical Prof. Fees	538,541	368,966	169,575	46.0%	3,936,596	3,396,475	540,121	15.9%
Supplies	3,735,137	4,560,103	(824,966)	-18.1%	37,383,086	40,331,663	(2,948,577)	-7.3%
Other Expenses	1,559,014	1,323,468	235,546	17.8%	13,378,617	12,023,951	1,354,666	11.3%
Purchased Services	995,816	1,296,023	(300,207)	-23.2%	9,657,187	11,717,158	(2,059,969)	-17.6%
Repair/Main Equipment	514,308	498,612	15,696	3.1%	4,928,843	4,562,530	366,313	8.0%
Equipment Leases	182,708	123,670	59,038	47.7%	1,199,685	1,138,154	61,531	5.4%
<b>Total Operating Expenses</b>	\$ 19,266,170	\$ 20,159,226	\$ (891,056)	-4.4%	\$ 172,590,186	\$ 177,914,018	\$ (5,323,832)	-3.0%
<b>Net Operating Income</b>	\$ (584,395)	\$ 1,850,397	\$ (2,434,792)	-131.6%	\$ 9,114,857	\$ 16,917,410	\$ (7,802,553)	-46.1%
<b>Non-Operating Revenue</b>	\$ 549,805	264,566	\$ 285,339	107.9%	\$ 2,869,250	2,404,004	\$ 465,246	19.4%
<b>EBITDA</b>	\$ (34,490)	\$ 2,114,963	\$ (2,149,453)	-101.6%	\$ 11,984,107	\$ 19,321,414	\$ (7,337,307)	-38.0%
Interest	\$ 257,924	\$ 151,308	\$ 106,616	70.5%	\$ 1,876,587	\$ 1,381,175	\$ 495,412	35.9%
Depreciation & Amort.	1,023,040	1,071,719	(48,679)	-4.5%	9,427,650	9,645,475	(217,825)	-2.3%
<b>Net Income/(Loss)</b>	\$ (1,315,454)	\$ 891,938	\$ (2,207,392)	-247.5%	\$ 679,870	\$ 8,294,764	\$ (7,614,894)	-91.8%

Williamson County  
Budget Report  
2/28/2019

							8.33%
Revenue	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Remaining Budget	% Y T D
County General Fund	89,549,408	2,049,560	91,598,968	67,523,038	16,784,024	24,075,930	73.72%
Solid Waste Sanitation Fund	6,119,707	-	6,119,707	5,826,425	1,207,044	293,282	95.21%
Drug Control Fund	36,000	73,460	109,460	137,524	2,680	(28,064)	125.64%
Highway/Public Works Fund	13,669,450	103,788	13,773,238	8,337,468	1,310,805	5,435,770	60.53%
General Debt Service Fund	44,070,616	-	44,070,616	38,422,202	9,454,145	5,648,414	87.18%
Rural Debt Service Fund	46,685,999	-	46,685,999	38,218,612	7,315,379	8,467,387	81.86%
General Purpose School Fund	338,935,913	889,603	339,825,516	269,724,438	64,400,189	70,101,078	79.37%
Cafeteria Fund	13,669,785	-	13,669,785	8,630,831	1,365,057	5,038,954	63.14%
Extended School Program Fund	6,364,900	-	6,364,900	4,177,377	540,452	2,187,523	65.63%

Appropriations	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Encumbrances	Remaining Budget	% Y T D
County General Fund	102,990,449	7,379,651	110,370,100	63,854,437	6,022,700	2,661,445	43,854,218	60.27%
Solid Waste Sanitation Fund	6,383,283	365,000	6,748,283	3,995,462	416,750	968,871	1,783,950	73.56%
Drug Control Fund	112,000	73,460	185,460	20,259	2,399	6,176	159,025	14.25%
Highway/Public Works Fund	12,821,524	997,971	13,819,495	7,090,042	504,431	1,652,801	5,076,653	63.26%
General Debt Service Fund	44,578,000	83,486	44,661,486	14,303,526	6,597,422		30,357,960	32.03%
Rural Debt Service Fund	30,481,000	-	30,481,000	10,571,746	3,770,432		19,909,254	34.68%
General Purpose School Fund	350,543,584	6,634,972	357,178,556	204,955,221	32,684,980	9,706,005	142,517,329	60.10%
Cafeteria Fund	13,719,015	19,674	13,738,689	8,923,925	1,795,389	1,538,513	3,276,251	76.15%
Extended School Program Fund	6,795,294	231,850	7,027,144	4,097,448	431,462	230,711	2,698,986	61.59%

**Williamson County  
Budget Report  
3/31/2019**

	<b>8.33%</b>						
<b>Revenue</b>	<b>Original Budget</b>	<b>Budget Amendments</b>	<b>Total</b>	<b>Actual Year To Date</b>	<b>Current Month</b>	<b>Remaining Budget</b>	<b>% Y T D</b>
County General Fund	89,549,408	2,096,322	91,645,730	77,456,701	9,933,663	14,189,029	84.52%
Solid Waste Sanitation Fund	6,119,707	42,504	6,162,211	6,293,201	466,777	(130,990)	102.13%
Drug Control Fund	36,000	73,460	109,460	145,678	8,154	(36,218)	133.09%
Highway/Public Works Fund	13,669,450	103,788	13,773,238	9,248,734	911,267	4,524,504	67.15%
General Debt Service Fund	44,070,616	-	44,070,616	41,163,768	2,741,566	2,906,848	93.40%
Rural Debt Service Fund	46,685,999	-	46,685,999	41,306,788	3,088,177	5,379,211	88.48%
General Purpose School Fund	338,935,913	1,112,883	340,048,796	299,657,836	29,933,398	40,390,960	88.12%
Cafeteria Fund	13,669,785	-	13,669,785	10,003,753	1,372,922	3,666,032	73.18%
Extended School Program Fund	6,364,900	-	6,364,900	4,685,283	507,906	1,679,617	73.61%

<b>Appropriations</b>	<b>Original Budget</b>	<b>Budget Amendments</b>	<b>Total</b>	<b>Actual Year To Date</b>	<b>Current Month</b>	<b>Encumbrances</b>	<b>Remaining Budget</b>	<b>% Y T D</b>
County General Fund	102,990,449	8,242,812	111,233,261	73,724,009	9,869,572	2,703,127	34,806,125	68.71%
Solid Waste Sanitation Fund	6,383,283	450,008	6,833,291	4,586,466	591,004	640,345	1,606,480	76.49%
Drug Control Fund	112,000	73,460	185,460	21,282	1,023	5,546	158,633	14.47%
Highway/Public Works Fund	12,821,524	997,971	13,819,495	7,837,191	747,149	1,450,531	4,531,773	67.21%
General Debt Service Fund	44,578,000	83,486	44,661,486	38,423,841	24,120,315		6,237,645	86.03%
Rural Debt Service Fund	30,481,000	-	30,481,000	28,881,511	18,309,765		1,599,489	94.75%
General Purpose School Fund	350,543,584	6,858,252	357,401,836	237,503,161	32,547,939	8,982,827	110,915,849	68.97%
Cafeteria Fund	13,719,015	19,674	13,738,689	10,086,015	1,162,090	1,085,354	2,567,320	81.31%
Extended School Program Fund	6,795,294	231,850	7,027,144	4,517,214	419,767	204,822	2,305,107	67.20%

Williamson County  
Privilege Tax Report

Month of FEBRUARY 2019

	Adequate School Facilities	Schools	Recreation	Fire	Highway
Previous Balance	1,341,279.13	3,076,872.56	320,920.46	248,584.62	219,926.60
Brentwood	29,867.31	27,477.93	2,389.38	0.00	0.00
Franklin	83,854.98	77,146.58	6,708.40	0.00	0.00
Fairview	19,257.48	17,716.88	1,540.60	0.00	0.00
Spring Hill	49,599.00	45,631.08	3,967.92	0.00	0.00
Thompson's Station	37,042.83	34,079.40	2,963.43	0.00	0.00
Nolensville	98,813.88	90,908.77	7,905.11	0.00	0.00
Unincorporated Williamson County	156,795.21	109,756.65	12,543.62	31,359.04	3,135.90
Interest	5,672.06	5,094.05	1,523.52	1,599.20	627.12
Commercial				95.04	712.80
Monthly Total	480,902.75	407,811.34	39,541.98	33,053.28	4,475.82
Cumulative Total	1,822,181.88	3,484,683.90	360,462.44	281,637.90	224,402.42
FSSD Monthly Appropriations	29,681.08	35,295.46			
Monthly Appropriations	158,234.77				
Cumulative Appropriations	66,195,205.53	128,106,482.88	12,236,124.52	2,475,355.97	7,048,933.59
Net Revenue	1,634,266.03	3,449,388.44	360,462.44	281,637.90	224,402.42

Appropriations:

Adequate Schools/ January '19 FSSD distribution	29,681.08
Adequate Schools/January '19 Cities distribution	158,234.77
Schools/January '19 FSSD distribution	35,295.46

Williamson County  
Privilege Tax Report

Month of MARCH 2019

	Adequate School Facilities	Schools	Recreation	Fire	Highway
Previous Balance	1,634,266.03	3,449,388.44	360,462.44	281,637.90	224,402.42
Brentwood	81,641.34	75,110.03	6,531.31	0.00	0.00
Franklin	125,974.53	115,896.57	10,077.96	0.00	0.00
Fairview	7,840.80	7,213.54	627.26	0.00	0.00
Spring Hill	72,185.85	66,410.98	5,774.87	0.00	0.00
Thompson's Station	89,978.13	82,779.88	7,198.25	0.00	0.00
Nolensville	137,916.90	126,883.55	11,033.35	0.00	0.00
Unincorporated Williamson County	134,550.90	94,185.63	10,764.07	26,910.18	2,691.02
Interest	6,361.75	5,660.35	1,511.14	1,567.33	594.42
Commercial					
Monthly Total	656,450.20	574,140.53	53,518.21	28,477.51	3,285.44
Cumulative Total	2,290,716.23	4,023,528.97	413,980.65	310,115.41	227,687.86
FSSD Monthly Appropriations	26,742.59	32,374.36			
Monthly Appropriations	142,569.21		188,498.00		
Cumulative Appropriations	66,364,517.33	128,138,857.24	12,236,124.52	2,475,355.97	7,048,933.59
Net Revenue	2,121,404.43	3,991,154.61	225,482.65	310,115.41	227,687.86

Appropriations:

Adequate Schools/ February '19 FSSD distribution	26,742.59
Adequate Schools/February '19 Cities distribution	142,569.21
Schools/February '19 FSSD distribution	32,374.36

3/19/19

Nena Graham  
 Budget Director, Williamson County, Tennessee  
 1320 West Main Street, Suite 125  
 Franklin, TN 37064

Dear Nena,

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end February 28, 2019.

A summary of the financial and distribution data is as follows:

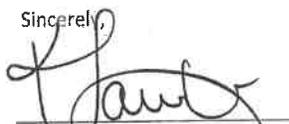
COOL SPRINGS CONFERENCE CENTER  
 February, 2019

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENUE	795,028	729,991	829,338	5,658,386	5,110,604	4,831,953
HOUSE PROFIT	229,252	267,921	279,497	1,351,082	1,151,613	1,039,212
Less: FIXED EXPENSES	68,441	79,062	43,413	491,209	593,982	425,186
NET INCOME	160,811	188,859	236,084	859,873	557,631	614,026
Less: FF&E RESERVE 5%	39,751	36,499	41,467	282,633	255,529	241,598
NET CASH FLOW	121,060	152,360	194,617	577,240	302,102	372,428

TOTAL CURRENT BALANCE DUE TO OWNERS	121,060
TOTAL DUE TO CITY OF FRANKLIN	60,530
TOTAL DUE TO WILLIAMSON COUNTY	60,530

The financial statements for the Cool Springs Conference Center, subject to routine year-end audit and adjustments, is true and correct in all material respects to the best of my knowledge.

Sincerely,

  
 Kristin Lamb  
 Accounting Manager

  
 Matt Lahiff  
 General Manager

**FRANKLIN MARRIOTT COOL SPRINGS**  
 700 COOL SPRINGS BLVD  
 FRANKLIN, TENNESSEE 37067 USA  
 T: 615.261.6100  
 MARRIOTT.COM/BNACS

4/16/19

Nena Graham  
 Budget Director, Williamson County, Tennessee  
 1320 West Main Street, Suite 125  
 Franklin, TN 37064

Dear Nena,

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end March 31, 2019.

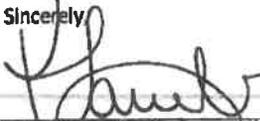
A summary of the financial and distribution data is as follows:

**COOL SPRINGS CONFERENCE CENTER**  
 March, 2019

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENUE	399,232	684,062	723,466	6,057,617	5,794,666	5,555,419
HOUSE PROFIT	(12,067)	183,742	186,018	1,339,015	1,335,355	1,225,230
Less: FIXED EXPENSES	65,362	78,146	49,683	556,571	672,128	474,869
NET INCOME	(77,429)	105,596	136,335	782,444	663,227	750,361
Less: FF&E RESERVE 5%	19,962	34,203	36,174	302,595	289,732	277,772
NET CASH FLOW	(97,391)	71,393	100,161	479,849	373,495	472,589

TOTAL CURRENT BALANCE DUE TO OWNERS	(97,391)
TOTAL DUE TO CITY OF FRANKLIN	(48,696)
TOTAL DUE TO WILLIAMSON COUNTY	(48,696)

The financial statements for the Cool Springs Conference Center, subject to routine year-end audit and adjustments, is true and correct in all material respects to the best of my knowledge.

Sincerely,  
  
 Kristin Lamb  
 Accounting Manager

  
 Matt Lahiff  
 General Manager

FRANKLIN MARRIOTT COOL SPRINGS  
 700 COOL SPRINGS BLVD  
 FRANKLIN, TENNESSEE 37067 USA  
 T: 615.261.6100  
 MARRIOTT.COM/BNACS



Williamson County  
Education Impact Fee

	COLLECTION DURING FYE 6/30/17	COLLECTION DURING FYE 6/30/18	JULY 2018	AUGUST 2018	SEPTEMBER 2018	OCTOBER 2018	NOVEMBER 2018	DECEMBER 2018	JANUARY 2019	FEBRUARY 2019	MARCH 2019	APRIL 2019	MAY 2019	JUNE 2019	TOTAL COLLECTIONS
<b>IM100 - WCS</b>															
FEE	2,154,192.00	11,553,360.00	1,360,784.00	1,136,022.00	791,510.00	1,234,191.00	900,878.00	724,701.00	910,298.00	838,753.00	1,217,985.00	-	-	-	22,822,674.00
PAID UNDER PROTEST	349,738.50	4,957,756.50	578,823.00	469,715.00	315,936.00	488,588.00	228,333.00	381,815.00	429,296.00	410,022.00	675,150.00	-	-	-	9,285,173.00
INTEREST	10.00	91,466.58	26,503.49	31,497.61	34,021.61	38,874.97	43,348.74	45,127.39	46,059.98	42,623.78	42,677.34	-	-	-	442,211.49
TR COMMISSION	25,145.08	166,039.97	19,661.10	16,372.35	11,414.68	17,616.54	11,658.72	11,516.43	13,856.54	12,487.75	19,358.12	-	-	-	325,127.28
<b>IM200 - FSSD</b>															
FEE	0.00	112,098.50	2,502.00	36,146.00	(1,914.00)	3,386.00	13,510.00	23,275.00	13,117.00	22,111.00	3,386.00	-	-	-	227,617.50
PAID UNDER PROTEST	0.00	193,385.00	-	-	-	-	-	-	7,131.00	7,490.00	-	-	-	-	208,006.00
INTEREST	0.00	2,137.13	494.09	567.04	592.62	633.16	694.67	701.16	767.85	842.26	841.75	-	-	-	8,271.73
TR COMMISSION	0.00	3,062.11	29.96	367.13	(13.21)	40.19	208.93	239.76	210.16	296.01	42.28	-	-	-	4,483.32
<b>NET COLLECTIONS</b>	<b>2,478,795.42</b>	<b>16,741,101.63</b>	<b>1,949,415.52</b>	<b>1,657,208.17</b>	<b>1,128,744.76</b>	<b>1,748,016.40</b>	<b>1,174,896.76</b>	<b>1,163,863.36</b>	<b>1,392,603.13</b>	<b>1,309,058.28</b>	<b>1,920,639.69</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32,664,343.12</b>

**SUMMARY FOR IMPACT FEE COLLECTIONS**

Total Collected to Date	32,664,343.12
Total Allocated for Projects	(6,622,149.97)
Total Net Collections	<u>26,042,193.15</u>
Total Paid under Protest	(9,493,179.00)
Total Available for Allocation	<u>16,549,014.15</u>



## WILLIAMSON COUNTY GOVERNMENT

TO: County Commissioners

FROM: Nena Graham, Budget Director 

DATE: May 7, 2019

RE: General Obligation School Refunding Bonds - Resolution #5-19-3  
County District School Refunding Bonds - Resolution #5-19-4

As required by the State of Tennessee Office of State and Local Finance the Approval Letter for the issuance of the \$22,350,000 General Obligation School Refunding Bonds, Series 2019 and the \$37,850,000 County District School Refunding Bonds, Series 2019 is attached.

The refunding plans are attached with the approval letters. The refunding's are for debt service savings.

The two issuances being refunded are the General Obligation School Bonds, Series 2009B, Federally Taxable Build America Bonds (BABS) with a projected cumulative annual savings of \$1,006,864 and the County District School Bonds, Series 2009B, Federally Taxable Build America Bonds (BABS) with a projected cumulative annual savings of \$1,801,085.





JUSTIN P. WILSON  
*Comptroller*

JASON E. MUMPOWER  
*Deputy Comptroller*

May 3, 2019

Honorable Roger C. Anderson, County Mayor  
and Honorable Board of County Commissioners  
Williamson County  
1320 Main Street, Suite 125  
Franklin, TN 37064

Dear Mayor Anderson and Commissioners:

This letter, report and plan of refunding (the "Plan") are to be published and posted on the website of Williamson County (the "County"). Please provide a copy of the Plan to each Commissioner for review at the public meeting prior to the adoption of the bond authorizing resolution.

We acknowledge receipt on April 29, 2019, of a request from the County to review its plan for the issuance of a maximum amount of \$22,350,000 General Obligation School Refunding Bonds, Series 2019.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our office for review. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

#### **Compliance with the County's Debt Management Policy**

The County provided a copy of its debt management policy and within forty-five (45) days of issuance of the debt approved in this letter is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. Please submit any amended policy to our office immediately upon its adoption.

#### **Financial Professionals**

The County has indicated that Stephens, Inc. is its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The Plan was prepared by the County with the assistance of its municipal advisor.

### **MSRB Rule G-17**

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the County in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the County's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: [www.msrb.org](http://www.msrb.org).

### **Report of the Review of a Plan of Refunding**

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

The enclosed report is effective for a period of ninety (90) days from the date of the report. If the refunding bonds have not been sold within the ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the governing body to review prior to adopting a new refunding bond authorizing resolution.

*This letter and the enclosed report do not address compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.*

### **Required Notification**

We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if the actual results differ significantly from the information provided in the submitted Plan, the County's governing body and our office should be notified after the sale by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences.

Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

1. An increase in the principal amount of the debt issued;
2. An increase in costs of issuance; or
3. A decrease in the cumulative savings or increase in the loss.

The notification must include an explanation for any significant differences and the justification for change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the County's governing body and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

#### **Municipal Securities Rulemaking Board (MSRB) – Required Disclosure**

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website ([emma.msrb.org](http://emma.msrb.org)).

#### **Report on Debt Obligation**

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to [slf.publicdebtform@cot.tn.gov](mailto:slf.publicdebtform@cot.tn.gov). No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of the form can be found on our website.

If you should have questions or need assistance regarding statutory debt issuance requirements, please refer to our online resources available at <https://comptroller.tn.gov/office-functions/state->

Letter to Williamson County – General Obligation Refunding Report  
May 3, 2019  
Page 4

[and-local-finance/local-government/debt.html](#), or feel free to contact your financial analyst, Ron Queen, at 615.401.7862 or [Ron.Queen@cot.tn.gov](mailto:Ron.Queen@cot.tn.gov).

You may also contact our office by mail at the address in the footer of this letter. Please send it to the attention of your analyst at the Office of State and Local Finance.

Sincerely,



Sandra Thompson  
Director of the Office of State and Local Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit  
Mr. Sam Crewse, Stephens, Inc.  
Mr. Jeff Oldham, Bass Berry & Sims

Enclosures: Report of the Director of the Office of State and Local Finance  
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2019  
BY WILLIAMSON COUNTY, TENNESSEE**

The County Mayor of Williamson County, Tennessee, (the "County") submitted a plan of refunding (the "Plan") as required by TCA § 9-21-903 to adopt a resolution authorizing the issuance of a maximum of \$22,350,000 General Obligation School Refunding Bonds, Series 2019 (the "Series 2019 Refunding Bonds").

The Plan was prepared with the assistance of the County's municipal advisor, Stephens, Inc. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by this office. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Series 2019 Refunding Bonds may be issued with a structure different from that of the Plan. The County provided a copy of its debt management policy.

The County has indicated that Stephens, Inc. is its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

### **CHRONOLOGY**

We have provided the following chronology to assist in understanding the history of the debt being refunded.

#### **2009 – General Obligation School Bonds, Series 2009B, Federally Taxable Build America Bonds (BABs) [Direct Payment]**

The \$24,700,000 General Obligation School Bonds Series 2009B (the "Series 2009 GO BABs") were issued for:

- acquisition of school buses;
- acquisition of land for various County high school buildings and facilities;
- construction, improvement, and equipping of various County high school buildings and facilities;
- payment of capitalized interest on the Series 2009 GO BABs during the period of construction of the projects; and
- to reimburse the County for funds previously expended for the projects.

These bonds were issued on a taxable basis to the bondholders with a federal subsidy being provided to the County and federal tax credits to the bondholder(s).

- The Series 2009 GO BABs were issued as fixed interest rate general obligation bonds.
- The Series 2009 GO BABs are general obligation bonds payable from unlimited ad valorem taxes to be levied on all taxable property within the County.
- April 1, 2034 is the final maturity date for the Series 2009 GO BABs.

- Bonds maturing on or after April 1, 2021 are subject to redemption on or after April 1, 2020 at the option of the County.
- The Series 2009 GO BABs were issued with a balloon indebtedness structure.

### **2019 – Proposed General Obligation School Refunding Bonds, Series 2019**

The Series 2019 Refunding Bonds are the first refunding of the Series 2009 GO BABs. This refunding is described in this report. The proposed refunding is to take place in June 2019.

### **BALLOON INDEBTEDNESS**

The County determined the structure of the Series 2019 Refunding Bonds presented in the Plan is not balloon indebtedness. However, as of the date of this letter, the balloon indebtedness statute would not be applicable because the proposed debt to be issued is secured solely by the County's general obligation pledge on the entire County, and the County has some amount of long-term general obligation indebtedness outstanding with this security pledge that is rated AA+/Aa1 or better. If the County maintains a rating at AA+/Aa1 or better, the County will not be subject to the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness.

### **COUNTY'S PROPOSED REFUNDING OBJECTIVE**

The County is refunding the Series 2009 GO BABs for debt service savings.

### **PLAN OF REFUNDING**

The County Commission intends to advance refund an estimated \$20,250,000 Series 2009 GO BABs, with general obligation refunding bonds structured with a fixed interest rate and an approximately level debt service payment schedule with a final maturity of April 1, 2034.

### **REFUNDING ANALYSIS**

- Results of the refunding assume that the County intends to sell \$20,000,000 Series 2019 Refunding Bonds by competitive sale, priced at a premium of \$1,122,621.
- The Series 2019 Refunding Bonds are being issued to produce enough proceeds to fund a \$20,926,632 advance refunding cash escrow to retire the Series 2009 GO BABs as well as to pay \$195,000 in costs of issuance.
- The Series 2019 Refunding Bonds will be structured as fixed interest rate bonds with an approximately level debt service payment structure.
- The estimated net present value debt service savings at the all-in-cost of 2.66% is \$829,427, or 4.10% of the refunded principal amount of \$20,250,000, achieved by lowering the average coupon from 5.49% for the Series 2009 GO BABs to 3.29% for the Series 2019 Refunding Bonds.
- Outstanding debt is reduced from \$20,250,000 before the refunding to \$20,000,000 after the refunding.

- Cumulative annual savings for the 15-year payment period is anticipated to be \$1,006,864. Average annual savings is \$67,124 with annual savings ranging from \$64,465 to \$68,993.
- The final maturity of the Series 2019 Refunding Bonds does not extend beyond the final maturity of the Series 2009 GO BABs.
- Estimated costs of issuance for the Series 2019 Refunding Bonds is \$195,000 or \$9.75 per \$1,000 of the par amount of \$20,000,000. See Table 1 for individual costs of issuance.

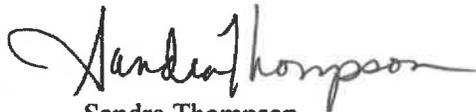
**Table 1**  
**Williamson County**  
**Costs of Issuance**  
**General Obligation School Refunding Bonds, Series 2019**

	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount	\$ 100,000	\$ 5.00
Municipal Advisor (Stephens, Inc.)	35,000	1.75
Bond Counsel (BBS)	30,000	1.50
Rating Agency	20,000	1.00
Miscellaneous	10,000	0.50
<b>Total Cost of Issuance</b>	<b>\$ 195,000</b>	<b>\$ 9.75</b>

This report of the Office of State and Local Finance does not constitute approval or disapproval by our office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the County. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Series 2009 GO BABs are not refunded as part of the Series 2019 Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to our office for review.

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office.



Sandra Thompson  
 Director of the Office of State and Local Finance  
 Date: May 3, 2019



JUSTIN P. WILSON  
*Comptroller*

JASON E. MUMPOWER  
*Deputy Comptroller*

May 3, 2019

Honorable Roger C. Anderson, County Mayor  
and Honorable Board of Commissioners  
Williamson County  
1320 Main Street, Suite 125  
Franklin, TN 37064

Dear Mayor Anderson and Commissioners:

This letter, report and plan of refunding (the "Plan") are to be published and posted on the website of Williamson County (the "County"). Please provide a copy of the Plan to each Commissioner for review at the public meeting prior to the adoption of the bond authorizing resolution.

We acknowledge receipt on April 29, 2019, of a request from the County to review its plan for the issuance of a maximum amount of \$37,850,000 County District School Refunding Bonds, Series 2019.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our office for review. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

#### **Compliance with the County's Debt Management Policy**

The County provided a copy of its debt management policy and within forty-five (45) days of issuance of the debt approved in this letter is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. Please submit any amended policy to our office immediately upon its adoption.

#### **Financial Professionals**

The County has indicated that Stephens, Inc. is its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The Plan was prepared by the County with the assistance of its municipal advisor.

### **MSRB Rule G-17**

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the County in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the County's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: [www.msrb.org](http://www.msrb.org).

### **Report of the Review of a Plan of Refunding**

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

The enclosed report is effective for a period of ninety (90) days from the date of the report. If the refunding bonds have not been sold within the ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the governing body to review prior to adopting a new refunding bond authorizing resolution.

*This letter and the enclosed report do not address compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.*

### **Required Notification**

We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if the actual results differ significantly from the information provided in the submitted Plan, the County's governing body and our office should be notified after the sale by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences.

Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

1. An increase in the principal amount of the debt issued;
2. An increase in costs of issuance; or
3. A decrease in the cumulative savings or increase in the loss.

The notification must include an explanation for any significant differences and the justification for change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the County's governing body and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

### **Municipal Securities Rulemaking Board (MSRB) – Required Disclosure**

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website ([emma.msrb.org](http://emma.msrb.org)).

### **Report on Debt Obligation**

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to [slf.publicdebtform@cot.tn.gov](mailto:slf.publicdebtform@cot.tn.gov). No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of the form can be found on our website.

If you should have questions or need assistance regarding statutory debt issuance requirements, please refer to our online resources available at <https://comptroller.tn.gov/office-functions/state->

Letter to Williamson County – General Obligation Refunding Report  
May 3, 2019  
Page 4

[and-local-finance/local-government/debt.html](#), or feel free to contact your financial analyst, Ron Queen, at 615.401.7862 or [Ron.Queen@cot.tn.gov](mailto:Ron.Queen@cot.tn.gov).

You may also contact our office by mail at the address in the footer of this letter. Please send it to the attention of your analyst at the Office of State and Local Finance.

Sincerely,



Sandra Thompson  
Director of the Office of State and Local Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit  
Mr. Sam Crewse, Stephens, Inc.  
Mr. Jeff Oldham, Bass Berry & Sims

Enclosures: Report of the Director of the Office of State and Local Finance  
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
COUNTY DISTRICT SCHOOL REFUNDING BONDS, SERIES 2019  
BY WILLIAMSON COUNTY, TENNESSEE**

The County Mayor of Williamson County, Tennessee, (the "County") submitted a plan of refunding (the "Plan") as required by TCA § 9-21-903 to adopt a resolution authorizing the issuance of a maximum of \$37,850,000 County District School Refunding Bonds, Series 2019 (the "Series 2019 Refunding Bonds").

The Plan was prepared with the assistance of the County's municipal advisor, Stephens, Inc. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by our office. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Series 2019 Refunding Bonds may be issued with a structure different from that of the Plan. The County provided a copy of its debt management policy.

The County has indicated that Stephens, Inc. is its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

**CHRONOLOGY**

We have provided the following chronology to assist in understanding the history of the debt being refunded.

**2009 – County District School Bonds, Series 2009B, Federally Taxable Build America Bonds (BABs) [Direct Payment]**

The \$39,000,000 County District School Taxable Build America Bonds Series 2009B (the "Series 2009B BABs") were issued for:

- acquisition of land for school purposes;
- constructing, improving, and equipping of elementary and middle school buildings and facilities in and for that portion of the County lying outside the territorial limits of the Franklin Special School District;
- payment of capitalized bond interest costs during the period of construction of the projects; and
- to reimburse the County for funds previously expended for the Projects.

These bonds were issued on a taxable basis to the bondholders with a federal subsidy being provided to the County and federal tax credits to the bondholder(s).

- The Series 2009B BABs were issued as fixed interest rate general obligation bonds payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial limits of the Franklin Special School District.
- April 1, 2034 is the final maturity date for the Series 2009B BABs.

- Bonds maturing on or after April 1, 2021 are subject to redemption on or after April 1, 2020 at the option of the County.
- The Series 2009B BABs were issued with a balloon indebtedness structure.

### **2019 – Proposed County District School Refunding Bonds, Series 2019**

The Series 2019 Refunding Bonds are the first refunding of the Series 2009B BABs. This refunding is described in this report. The proposed refunding is to take place in June 2019.

### **BALLOON INDEBTEDNESS**

The County determined the structure of the Series 2019 Refunding Bonds presented in the Plan is not balloon indebtedness. However, as of the date of this letter, the balloon indebtedness statute would not be applicable because the proposed debt to be issued is secured solely by the County's general obligation pledge on the area of the County outside of the Franklin Special School District, and the County has some amount of long-term general obligation indebtedness outstanding with this security pledge that is rated AA+/Aa1 or better. If the County maintains a rating at AA+/Aa1 or better, the County will not be subject to the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness.

### **COUNTY'S PROPOSED REFUNDING OBJECTIVE**

The County is refunding the Series 2009B BABs for debt service savings.

### **PLAN OF REFUNDING**

The County Commission intends to advance refund an estimated \$35,150,000 Series 2009B BABs, with general obligation refunding bonds structured with a fixed interest rate and an approximately level debt service payment schedule with a final maturity of April 1, 2034.

### **REFUNDING ANALYSIS**

- Results of the refunding assume that the County intends to sell \$34,600,000 Series 2019 Refunding Bonds by competitive sale, priced at a premium of \$2,005,981.
- The Series 2019 Refunding Bonds are being issued to produce enough proceeds to fund a \$36,312,115 advance refunding cash escrow to retire the Series 2009B BABs as well as to pay \$293,000 in costs of issuance.
- The Series 2019 Refunding Bonds will be structured as fixed interest rate bonds with an approximately level debt service payment structure.
- The estimated net present value debt service savings at the all-in-cost of 2.64% is \$1,485,624, or 4.23% of the refunded principal amount of \$35,150,000, achieved by lowering the average coupon from 5.46% for the Series 2009B BABs to 3.31% for the Series 2019 Refunding Bonds.
- Outstanding debt is reduced from \$35,150,000 before the refunding to \$34,600,000 after the refunding.
- Cumulative annual savings for the 15-year payment period is anticipated to be \$1,801,085. Average annual savings is \$120,072, with annual savings ranging from \$118,194 to \$122,434.

- The final maturity of the Series 2019 Refunding Bonds does not extend beyond the final maturity of the Series 2009B BABs that are being refunded.
- Estimated costs of issuance for the Series 2019 Refunding Bonds is \$293,000 or \$8.47 per \$1,000 of the \$34,600,000 par amount. See Table 1 for individual costs of issuance.

**Table 1**  
**Williamson County**  
**Costs of Issuance**  
**County District School Refunding Bonds, Series 2019**

	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount	\$ 173,000	\$ 5.00
Municipal Advisor (Stephens, Inc.)	45,000	1.30
Bond Counsel (BBS)	35,000	1.01
Rating Agency	30,000	0.87
Miscellaneous	10,000	0.29
Total Cost of Issuance	\$ 293,000	\$ 8.47

This report of the Office of State and Local Finance does not constitute approval or disapproval by our office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the County. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Series 2009 BABs are not refunded as part of the Series 2019 Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to our office for review.

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office.



Sandra Thompson  
Director of the Office of State and Local Finance  
Date: May 3, 2019



## WILLIAMSON COUNTY GOVERNMENT

TO: County Commissioners

FROM: Nena Graham, Budget Director *NG*

DATE: May 7, 2019

RE: CT-0253 forms

As required by the State of Tennessee Office of State and Local Finance the attached CT-0253 forms are submitted for your review.

The Williamson County School Board (WCS) approved lease purchase agreements for computers. Lease Purchase agreements are considered debt. The General Purpose School Fund will continue to pay for the agreements.

There are currently two leases outstanding.

- 1) Dell Financial Services Capital Lease Purchase Agreement, \$279,363.96 had an interest cost of 5.990%.
- 2) Dell Financial Services Capital Lease Purchase Agreement, \$225,965.00 had an interest cost of 5.990%.



**Tennessee Comptroller of the Treasury  
Office of State and Local Finance**

**Received Date:** March 20, 2019

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

<b>1. Public Entity:</b>	
Name:	<u>Williamson County, Tennessee</u>
Address	<u>1320 W. Main Street, Suite 125</u> <u>Franklin, Tennessee 37064</u>
Debt Issue Name:	<u>Dell Financial Services Capital Lease Purchase Agreement</u>
<small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.</small>	
<b>2. Face Amount:</b> \$ <u>279,363.96</u>	
Premium/Discount:	\$ <u>0.00</u>
<b>3. Interest Cost:</b> <u>5.9900</u> % <input type="checkbox"/> Tax-exempt <input checked="" type="checkbox"/> Taxable	
<input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC	
<input type="checkbox"/> Variable: Index _____ plus _____ basis points; or	
<input type="checkbox"/> Variable: Remarketing Agent _____	
<input type="checkbox"/> Other: _____	
<b>4. Debt Obligation:</b>	
<input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON	
<input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN	
<input type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input checked="" type="checkbox"/> Capital Lease	
<small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").</small>	
<b>5. Ratings:</b>	
<input checked="" type="checkbox"/> Unrated	
Moody's _____	Standard & Poor's _____ Fitch _____
<b>6. Purpose:</b>	
<input type="checkbox"/> General Government _____ %	<small>BRIEF DESCRIPTION</small>
<input checked="" type="checkbox"/> Education <u>100.00</u> %	<u>general school operating expenses</u>
<input type="checkbox"/> Utilities _____ %	_____
<input type="checkbox"/> Other _____ %	_____
<input type="checkbox"/> Refunding/Renewal _____ %	_____
<b>7. Security:</b>	
<input type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input checked="" type="checkbox"/> Annual Appropriation (Capital Lease Only)	<input type="checkbox"/> Other (Describe): _____
<b>8. Type of Sale:</b>	
<input checked="" type="checkbox"/> Competitive Public Sale	<input type="checkbox"/> Interfund Loan _____
<input type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program _____
<input type="checkbox"/> Informal Bid	
<b>9. Date:</b>	
Dated Date: <u>03/20/2019</u>	Issue/Closing Date: <u>07/17/2018</u>

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2018	\$76,218.87	5.9900 %		\$	%
2019	\$63,712.04	5.9900 %		\$	%
2020	\$67,634.53	5.9900 %		\$	%
2021	\$71,798.52	5.9900 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
_____	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
<b>TOTAL COSTS</b>	<b>\$ 0</b>	

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**

No Recurring Costs

	AMOUNT <small>(By percent %)</small>	FIRM NAME <small>(If different from #11)</small>
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

**13. Disclosure Document / Official Statement:**

None Prepared \_\_\_\_\_ or

EMMA link \_\_\_\_\_

Copy attached \_\_\_\_\_

**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?  Yes  No

Is there a continuing disclosure obligation agreement related to this debt?  Yes  No

If yes to either question, date that disclosure is due \_\_\_\_\_

Name and title of person responsible for compliance \_\_\_\_\_

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy 10/10/2011

Is the debt obligation in compliance with and clearly authorized under the policy?  Yes  No

**16. Written Derivative Management Policy:**

No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?  Yes  No

**17. Submission of Report:**

To the Governing Body: on 05/13/2019 and presented at public meeting held on 05/13/2019

Copy to Director to OSF: on 03/20/2019 either by:

Mail to: \_\_\_\_\_ OR  Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

Cordell Hull Building  
425 Fifth Avenue North, 4th Floor  
Nashville, TN 37243-3400

**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Rogers C. Anderson</u>	<u>Phoebe Reilly</u>
Title	<u>County Mayor</u>	<u>Finance Manager</u>
Firm	_____	_____
Email	<u>countymayor@williamsoncounty-tn.gov</u>	<u>phoebe.reilly@williamsoncounty-tn.gov</u>
Date	<u>03/20/2019</u>	_____

**Tennessee Comptroller of the Treasury**  
**Office of State and Local Finance**  
**Received Date:** March 20, 2019

**REPORT ON DEBT OBLIGATION**  
 (Pursuant to Tennessee Code Annotated Section 9-21-151)

**1. Public Entity:**  
 Name: Williamson County, Tennessee  
 Address: 1320 W. Main Street, Suite 125  
Franklin, Tennessee 37064  
 Debt Issue Name: Dell Financial Services Capital Lease Purchase Agreement  
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

**2. Face Amount:** \$ 225,965.00  
 Premium/Discount: \$ 0.00

**3. Interest Cost:** 5.9900 %  Tax-exempt  Taxable  
 TIC  NIC  
 Variable: Index \_\_\_\_\_ plus \_\_\_\_\_ basis points; or  
 Variable: Remarketing Agent \_\_\_\_\_  
 Other: \_\_\_\_\_

**4. Debt Obligation:**  
 TRAN  RAN  CON  
 BAN  CRAN  GAN  
 Bond  Loan Agreement  Capital Lease  
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

**5. Ratings:**  
 Unrated  
 Moody's \_\_\_\_\_ Standard & Poor's \_\_\_\_\_ Fitch \_\_\_\_\_

**6. Purpose:**

		BRIEF DESCRIPTION
<input type="checkbox"/> General Government	_____ %	_____
<input checked="" type="checkbox"/> Education	<u>100.00</u> %	<u>general school operating expenses</u>
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

**7. Security:**  
 General Obligation  General Obligation + Revenue/Tax  
 Revenue  Tax Increment Financing (TIF)  
 Annual Appropriation (Capital Lease Only)  Other (Describe): \_\_\_\_\_

**8. Type of Sale:**  
 Competitive Public Sale  Interfund Loan \_\_\_\_\_  
 Negotiated Sale  Loan Program \_\_\_\_\_  
 Informal Bid

**9. Date:**  
 Dated Date: 03/20/2019 Issue/Closing Date: 07/17/2018

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2018	\$61,650.03	5.9900 %		\$	%
2019	\$51,533.81	5.9900 %		\$	%
2020	\$54,706.55	5.9900 %		\$	%
2021	\$58,074.61	5.9900 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
<b>TOTAL COSTS</b>	<b>\$ 0</b>	

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**

No Recurring Costs

	AMOUNT <small>(Base point / %)</small>	FIRM NAME <small>(If different from #11)</small>
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

**13. Disclosure Document / Official Statement:**

None Prepared \_\_\_\_\_ or

EMMA link \_\_\_\_\_

Copy attached \_\_\_\_\_

**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?  Yes  No

Is there a continuing disclosure obligation agreement related to this debt?  Yes  No

If yes to either question, date that disclosure is due \_\_\_\_\_

Name and title of person responsible for compliance \_\_\_\_\_

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy 10/10/2011

Is the debt obligation in compliance with and clearly authorized under the policy?  Yes  No

**16. Written Derivative Management Policy:**

No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?  Yes  No

**17. Submission of Report:**

To the Governing Body: on 05/13/2019 and presented at public meeting held on 05/13/2019

Copy to Director to OSLF: on 03/20/2019 either by:

Mail to: \_\_\_\_\_ OR  Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

Cordell Hull Building  
425 Fifth Avenue North, 4th Floor  
Nashville, TN 37243-3400

**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Rogers C. Anderson</u>	<u>Phoebe Reilly</u>
Title	<u>County Mayor</u>	<u>Finance Manager</u>
Firm	_____	_____
Email	<u>countymayor@williamsoncounty-tn.gov</u>	<u>phoebe.reilly@williamsoncounty-tn.gov</u>
Date	<u>03/20/2019</u>	_____



## WILLIAMSON COUNTY GOVERNMENT

TO: County Commissioners

FROM: Nena Graham, Budget Director *NG*

DATE: May 7, 2019

RE: \$10,000,000 Bond Anticipation Note, Series 2019

As required by the State of Tennessee Office of State and Local Finance the Approval Letter for the issuance of the \$10,000,000 Bond Anticipation Note, Series 2019 is attached along with CT-0253 form for your review.

The Bond Anticipation Note was issued for energy efficiency equipment and improvements to public buildings and facilities for the County. The Note was closed on 4/15/2019 with Franklin Synergy Bank with an interest rate of 1.9759%.





**RECEIVED**

**MAR 22 2019**

WILLIAMSON CO. MAYOR'S OFFICE

JUSTIN P. WILSON  
*Comptroller*

JASON E. MUMPOWER  
*Deputy Comptroller*

March 19, 2019

Honorable Rogers Anderson, County Mayor  
and Honorable Board of Commissioners  
Williamson County  
1320 West Main Street, Suite 125  
Franklin, TN 37064

Dear Mayor Anderson and Members of the Board:

Our office received a request on March 12, 2018, from Williamson County ("County") for approval to issue General Obligation Bond Anticipation Notes, Series 2019 ("Notes") in an amount not to exceed \$10,000,000.

**Bond Anticipation Notes**

Pursuant to T.C.A. § 9-21-505, the governing body by resolution may issue bond anticipation notes ("BANs") for all purposes for which bonds can be legally authorized and issued by a local government for public works projects as defined by Title 9, Chapter 21, and for purposes authorized by Title 9, Chapter 11 of the Tennessee Code Annotated. BANs are to be retired only from the County's monies or proceeds of bonds authorized under the aforementioned statutes.

Statutory Requirements (T.C.A. § 9-21-505):

- The sale of the notes must first be approved by the Director of the Office of State and Local Finance (the "Director").
- The notes shall be issued for a period no longer than two years from the original issue date; however, the Director may approve an extension of the notes for two additional periods not to exceed two years for each period.
- The County may apply to the Director for an extension or renewal of any such notes by resolution of its governing body. In approving the extension or renewal, the Comptroller may waive the requirement for periodic retirement.
- Principal amortization of the notes is not required in the initial two years following issuance.
- Repayment of at least one-twentieth (1/20) of the principal amount issued must be made each year for any notes remaining outstanding after the initial two-year period unless a waiver of periodic retirement is granted by the Director.

### **Purpose, Terms and Life**

The County indicated in its resolution that the Notes will mature no later than two (2) years from the date of issuance. The County intends to issue the Notes to finance payment of the costs of energy efficiency equipment and improvements to public buildings and facilities for the County, including but not limited to the Administrative Office Complex (AOC), Library, Beasley Industrial Building, Archives Museum, College Grove Performing Arts Center, AOC Annex, Health Department, Longview Recreational Center, Brentwood Indoor Sports Complex, Community Services Building and Highway Complex which are projects authorized in TCA §§ 9-21-105. This meets statutory requirements.

### **Security**

The Notes shall be paid primarily from proceeds of the sale of bonds, with the additional pledge of unlimited ad valorem taxes levied by the County.

### **Note Approval**

This letter constitutes approval by our office, pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated, for the issuance of General Obligation Bond Anticipation Notes, Series 2019 in an amount not to exceed \$10,000,000.

A two (2) year extension can be approved by appropriate action of the governing body and submission of a complete request to this office after the issuance of the original notes for the first extension and after the issuance of the first extension notes for the final extension. Application to the Director for the extension or renewal of BANs must be initiated with a resolution of the governing body in accordance with the requirements of T.C.A § 9-21-505. A maximum of two (2) extensions of two years each, can be approved by the Director.

### **Financial Professionals**

The County has reported Stephens, Inc., as its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests.

### **MSRB Rule G-17**

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the County in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the County's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: [www.msrb.org](http://www.msrb.org).

#### **Director's Budget Approval Requirement**

By issuing debt under the authority of Title 9, Chapter 21 of the Tennessee Code Annotated, the County has placed itself under the budget approval authority of the Director of the Office of State and Local Finance for the life of any outstanding notes. This authority requires the Mayor, as Chief Executive Officer, to submit to the Director the appropriation resolution for official budget approval within 15 days of adoption, with any necessary supporting documents that substantiate:

- the County's budget is balanced as required by state law,
- the County intends to pay all its outstanding debt obligations, and
- the annual budget is prepared in a form consistent with accepted governmental standards and as approved by the Director.

Our office can require the County to provide any information or perform any audits necessary to ascertain that the County maintains a balanced budget paying all outstanding debt obligations. If the government is unwilling to submit information to comply with the requirements of T.C.A. § 9-21-403, the approval to issue the Notes is rescinded.

#### **Nonconforming Obligations**

Notes issued contrary to Title 9, Chapter 21, Parts 4 and 5 of the Tennessee Code Annotated or notes not properly extended are nonconforming obligations. The Comptroller has the option to levy a penalty for notes deemed nonconforming obligations.

#### **Municipal Securities Rulemaking Board (MSRB) – Required Disclosure**

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and

- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website ([emma.msrb.org](http://emma.msrb.org)).

#### **Report on Debt Obligation**

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to [slf.publicdebtform@cot.tn.gov](mailto:slf.publicdebtform@cot.tn.gov). No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of the form can be found on our website.

If you should have questions or need assistance regarding statutory debt issuance requirements, please refer to our online resources available at <https://comptroller.tn.gov/office-functions/state-and-local-finance/local-government/debt.html>, or feel free to contact your financial analyst, Ron Queen, at 615.401.7862 or [Ron.Queen@cot.tn.gov](mailto:Ron.Queen@cot.tn.gov).

You may also contact our office by mail at the address in the footer of this letter. Please send it to the attention of your analyst at the Office of State and Local Finance.

Sincerely,



Sandra Thompson  
Director of the Office of State and Local Finance

cc: Ms. Bryan Burklin, Assistant Director, Local Government Audit  
Ms. Nena Graham, Budget Director, Williamson County  
Mr. Sam Crewse, Stephens, Inc.  
Mr. Jeff Oldham, Esq., Bass, Berry & Sims

Encl: Report on Debt Obligation

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

<b>1. Public Entity:</b>	
Name:	<u>Williamson County, Tennessee</u>
Address:	<u>1320 W. Main Street, Suite 125</u> <u>Franklin, Tennessee 37064</u>
Debt Issue Name:	<u>General Obligation Bond Anticipation Note, Series 2019</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	
<b>2. Face Amount:</b> <u>\$ 10,000,000.00</u>	
Premium/Discount:	<u>\$ 0.00</u>
<b>3. Interest Cost:</b> <u>1.9759 %</u> <input checked="" type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable	
<input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____	
<b>4. Debt Obligation:</b>	
<input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON <input checked="" type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	
<b>5. Ratings:</b>	
<input checked="" type="checkbox"/> Unrated	
Moody's _____	Standard & Poor's _____
	Fitch _____
<b>6. Purpose:</b>	
	<b>BRIEF DESCRIPTION</b>
<input checked="" type="checkbox"/> General Government <u>100.00 %</u>	<u>energy efficient equipment</u>
<input type="checkbox"/> Education _____ %	_____
<input type="checkbox"/> Utilities _____ %	_____
<input type="checkbox"/> Other _____ %	_____
<input type="checkbox"/> Refunding/Renewal _____ %	_____
<b>7. Security:</b>	
<input checked="" type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Annual Appropriation (Capital Lease Only)	<input type="checkbox"/> Other (Describe): _____
<b>8. Type of Sale:</b>	
<input type="checkbox"/> Competitive Public Sale	<input type="checkbox"/> Interfund Loan _____
<input type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program _____
<input checked="" type="checkbox"/> Informal Bid	
<b>9. Date:</b>	
Dated Date: <u>04/15/2019</u>	Issue/Closing Date: <u>04/15/2019</u>

**REPORT ON DEBT OBLIGATION**

(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2019	\$ 10,000,000.00	1.9800 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 2,500	Stephens Inc.
Legal Fees	\$	
Bond Counsel	\$ 2,500	Bass, Berry & Sims PLC
Issuer's Counsel	\$	
Trustee's Counsel	\$	
Bank Counsel	\$	
Disclosure Counsel	\$	
Paying Agent Fees	\$	
Registrar Fees	\$	
Trustee Fees	\$	
Remarketing Agent Fees	\$	
Liquidity Fees	\$	
Rating Agency Fees	\$	
Credit Enhancement Fees	\$	
Bank Closing Costs	\$	
Underwriter's Discount _____%		
Take Down	\$	
Management Fee	\$	
Risk Premium	\$	
Underwriter's Counsel	\$	
Other expenses	\$	
Printing and Advertising Fees	\$	
Issuer/Administrator Program Fees	\$	
Real Estate Fees	\$	
Sponsorship/Referral Fee	\$	
Other Costs _____	\$	
<b>TOTAL COSTS</b>	<b>\$ 5,000</b>	

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**

No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

**13. Disclosure Document / Official Statement:**

None Prepared

EMMA link \_\_\_\_\_ or

Copy attached

**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?  Yes  No

Is there a continuing disclosure obligation agreement related to this debt?  Yes  No

If yes to either question, date that disclosure is due June 30

Name and title of person responsible for compliance Nena Graham, Dir. Accts & Budgets

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy 10/10/2011

Is the debt obligation in compliance with and clearly authorized under the policy?  Yes  No

**16. Written Derivative Management Policy:**

No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?  Yes  No

**17. Submission of Report:**

To the Governing Body: on 5/13/19 and presented at public meeting held on 5/13/19

Copy to Director to OSLF: on 4/16/19 either by:

Mail to: 505 Deaderick Street, Suite 1600  
James K. Polk State Office Building  
Nashville, TN 37243-1402

OR  Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u>Rogers C. Anderson</u>	<u>Jeff Oldham</u>
Title	<u>County Mayor</u>	<u>Bond Counsel</u>
Firm		<u>Bass, Berry &amp; Sims PLC</u>
Email	<u>countymayor@williamsoncounty-tn.gov</u>	<u>joldham@bassberry.com</u>
Date	<u>04/15/2019</u>	<u>04/15/2019</u>

**NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS**

---

Title of position for election (or appointment): Adjustments & Appeals Board

Name of nominee: Josh Hughes

Address: 4854 Powder Springs Rd., Nolensville, TN 37135

Phone: 615-354-3072

Email: Jhughes@tuckhinton.com

Voting district in which the nominee resides: District 5

Term of position: Filling in unexpired term, expiring 1/2021

Salary (if applicable): \$75 per meeting

Name(s) of person, organization or informal group recommending the nominee:

County Mayor Rogers C. Anderson

Brief biographical information:

- Grew up in Brentwood, TN. Graduate of Brentwood HS in 2001.
- Resident of Nolensville, TN since 2008 with wife and three daughters
- Holds a Bachelors of Architecture from University of Kentucky (2006) and a Master's in Business Administration from Vanderbilt University (2015)
- Architect at Tuck-Hinton Architecture & Design since 2006; Owner/Partner since 2014
- Currently Chair of the Nolensville Historic Zoning Commission (served since 2008)
- Currently a Committee Member of Nolensville Design Review (served since 2009)
- Currently serves on the Parish Council at Holy Family Catholic Church
- Currently serves on the Board at Brentwood Family YMCA

County Commission meeting date: May 13, 2019

**NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS**

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Title of position for election (or appointment): Agriculture Committee

Name of nominee: Devin Gilliam

Address: 2088 Lewisburg Pike, Franklin, TN 37064

Phone: 615-708-8590

Email: Devin.Gilliam@e-farmcredit.com

Voting district in which the nominee resides: 2

Term of position: 2 years

Salary (if applicable): \$ 75.00 per meeting

Name(s) of person, organization or informal group recommending the nominee:

Matt Horsman

Biographical Information:

Married with two children

Employed at Farm Credit

Owens a farm raising sheep, goats, and other horticulture products

Member of Franklin Noon Rotary

County Commission meeting date: May 13, 2019

NomineeForm Ag Committee Devin Gilliam

## NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

---

Title of position for election (or appointment): Agriculture Committee

Name of nominee: Amy Tavalin

Address: 6290 McDaniel Road, College Grove, TN 37046

Phone: 615-445-9354

Email: amydelvin@gmail.com

Voting district in which the nominee resides: 5

Term of position: 2 years

Salary (if applicable): \$ 75.00 per meeting

Name(s) of person, organization or informal group recommending the nominee:

Matt Horsman

Biographical Information:

Married with one child

Director of Pick TN Conference

Director of Franklin Farmers' Market

Family owns Tavalin Tails Farm which produces organic meats

County Commission meeting date: May 13, 2019

NomineeForm Ag Committee Amy Tavalin

## NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

---

Title of position for election (or appointment): Williamson County Hospital District  
d/b/a Williamson Medical Center  
Board of Trustees - At Large

Name of nominee: Jim Cross

Address: 2208 Crossway Drive, Franklin, TN 37064

Phone #: Office # 615-377-6111

Voting district in which the nominee resides: 2nd

Term of position: 3 year term

Salary (if applicable): N/A

Name(s) of person, organization or informal group recommending the nominee:

Williamson County Hospital District d/b/a Williamson Medical Center Board of Trustees

Brief biographical information: President, Century Construction Co.

County Commission meeting date: May 13, 2019

## NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

---

Title of position for election (or appointment): Williamson County Hospital District  
d/b/a Williamson Medical Center  
Board of Trustees - , At Large

Name of nominee: David Landrum

Address: 242 Myles Manor Court, Franklin, TN 37064

Phone #: Home # 615-791-1637 Office #615-790-0312

Voting district in which the nominee resides: 10th

Term of position: 3 year term

Salary (if applicable): N/A

Name(s) of person, organization or informal group recommending the nominee:

Williamson County Hospital District d/b/a Williamson Medical Center Board of Trustees

Brief biographical information: Williamson County Commissioner

County Commission meeting date: May 13, 2019

## NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

---

Title of position for election (or appointment): Williamson County Hospital District  
d/b/a Williamson Medical Center  
Board of Trustees – At Large

Name of nominee: Matt Williams

Address: 106 Kiln Hill Court, Franklin, TN 37069

Phone #: Office # 615-344-3109

Voting district in which the nominee resides: 9th

Term of position: 3 year term

Salary (if applicable): N/A

Name(s) of person, organization or informal group recommending the nominee:

Williamson County Hospital District d/b/a Williamson Medical Center Board of Trustees

Brief biographical information: Williamson County Commissioner

County Commission meeting date: May 13, 2019

**NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS**

Title of position for election (or appointment): Sports Authority  
Name of nominee: Steve Smith  
Address: 404 Chatsworth Court, Franklin, TN 37064

Phone No. Home: 794-9515  
Email: Steve.smith@williamsoncounty-tn.gov

Voting district in which the nominee resides: 12<sup>th</sup>  
Term of position: Filling an unexpired term, to expire 6/22

Salary (if applicable): N/A

Name(s) of person, organization or informal group recommending the nominee:

County Mayor Rogers Anderson

Brief biographical information:

County Commissioner since 2005  
Current member Williamson County Convention and Visitors Bureau  
Executive Director of Williamson Medical Foundation, fund raising for WMC.  
Former banker with First American and Third National/Suntrust  
Former Alderman at Large, City of Franklin, 12 years.  
Resident of 12<sup>th</sup> District since January 1987.  
Former member, Franklin Municipal Planning Commission  
Former President, Maplewood Homeowners Association  
Past President, Franklin Noon Rotary Club  
Graduate of Leadership Franklin and Citizens Police Academy  
B/S and MBA Mississippi State University

County Commission meeting date: May 13, 2019



Karen Paris  
Williamson County Trustee  
1320 West Main St., Suite 203  
P. O. Box 648  
Franklin, TN 37065-0648

March 27, 2019

TO: Honorable Rogers Anderson, County Mayor and  
Williamson County Board of County Commissioners

From: Karen Paris, Trustee

RE: Taxes Paid Under Protest

Notice is given that the following taxes were paid under protest:  
Pursuant to T.C.A. §67-1- 912.

Taxpayer: CHS Realty Holdings Joint  
Property: Map 53 Parcel 143.03  
Address: 4000 Meridian Blvd.  
Receipt: 2018-16239  
Amount Due: \$438,853.00  
Amount Paid: \$438,853.00  
Date Paid: 02/06/2019

**WILLIAMSON COUNTY HEALTH DEPARTMENT**  
1324 WEST MAIN STREET  
FRANKLIN, TN 37064  
(615) 794-1542

**MEMORANDUM**

TO: Honorable Members of the Williamson Board of County Commissioners

FROM: Cathy Montgomery, County Director  
Williamson County Health Department

DATE: April 23, 2019

RE: Monthly Services Report for Franklin and Fairview Clinics

- A. Due to an outbreak of Hepatitis A in middle Tennessee, the health department partnered with the Tennessee Department of Health's Mid-Cumberland Regional Office to offer Hepatitis A vaccinations **FREE** of charge to residents and visitors in Williamson County. Vaccines were provided at local parks and recreation facilities throughout the month of April.
- B. The health department – in partnership with Vanderbilt University Medical Center – is facilitating workgroups to develop goals, strategies and action plans for the Community Health Improvement Plan. Representatives from Williamson County agencies are working together to identify solutions to 1) reduce suicide rates; 2) decrease marijuana and juuling usage among youth; and 3) improve access to resources countywide.
- C. The *Walk across Williamson* celebration event – previously scheduled for Sunday, April 14<sup>th</sup> – was cancelled due to inclement weather. The event is rescheduled for Sunday, May 19<sup>th</sup> from 2:00 – 4:00 p.m. at Harlinsdale Farm with a **FREE** 5K race and 1 mile family fun run.
- D. The electronic WIC system went LIVE on Wednesday, March 13<sup>th</sup>. The new system offers EBT cards to WIC participants in lieu of paper vouchers.

cc: Sanjana Stamm, MCRO Regional Director  
City of Brentwood  
City of Fairview  
City of Franklin  
City of Nolensville  
City of Spring Hill  
City of Thompsons Station

**FRANKLIN CLINIC**  
**Health Services Report**  
**Visits by Program**

<b>PROGRAMS</b>	<b>March 2019</b>	<b>YTD</b> (January - December 2019)
Child Health Services	84	293
Children Special Services	9	34
Dental	105	316
Family Planning Services	41	134
Motor Voter	40	160
Women's Health	91	329
HUGS (Helping Us Grow Successfully)	11	31
Men's Health	46	156
Tuberculosis Services	139	474
Sexually Transmitted Diseases	33	120
WIC Program (Women, Infants & Children Food Supplement Program )	173	626
Breastfeeding Program	11	46
Birth Certificates Issued	152	340
Vital Records / Number of Certified Death Certificates Issued	489	815

**Food & General Sanitation (Environmental Health)**

<b>PROGRAMS</b>	<b>March 2019</b>	<b>YTD</b> (January - December 2019)
Camps	0	0
Child Care	4	20
Complaints	0	0
Food Service	70	205
Motels & Hotels	1	26
Bed & Breakfast	0	0
Schools	11	29
Swimming Pools	20	62
Other Environmental Services (Rabies)	0	0
Tattoos	2	3
Body Piercing	0	0

## Health Education & Community Outreach for March 2019

### Community Classes

### Number of Participants Reached

Staff Team Building - Yoga Class	13
Tobacco/Juuling presentation - Juvenile Court (x2)	20
Teacher Wellness Yoga Classes - Winstead Elementary School	15

### Schools

### Number of Participants Reached

Walking Club - Liberty Elementary School	10
Walking Club - MAC Spring Break	26
Spring Break Wellness Yoga - Allendale Elementary SACC	29
Spring Break Wellness Yoga - Trinity Elementary SACC	45
Spring Break Wellness Yoga - Walnut Grove Elementary SACC	16
Spring Break Wellness Yoga - Longview Elementary SACC	30
Spring Break Wellness Yoga - Chapman's Retreat Elementary SACC	32
Spring Break Wellness Yoga - Winstead Elementary SACC	19
Spring Break Wellness Yoga - Grassland Elementary SACC	32
Spring Break Wellness Yoga - Oak View Elementary SACC	25
STD presentations - Franklin High School	540
Tobacco/Juuling presentation - Independence High School	525
Tobacco/Juuling presentation - Ravenwood High School	265
Tobacco/Juuling presentation - Fairview High School	195
Stress Management - Franklin High School	540

### Community Activities

### Number of Participants Reached

Substance Abuse Press Conference - City of Franklin (Franklin)	50
--	----

### Meetings/Planning/Training

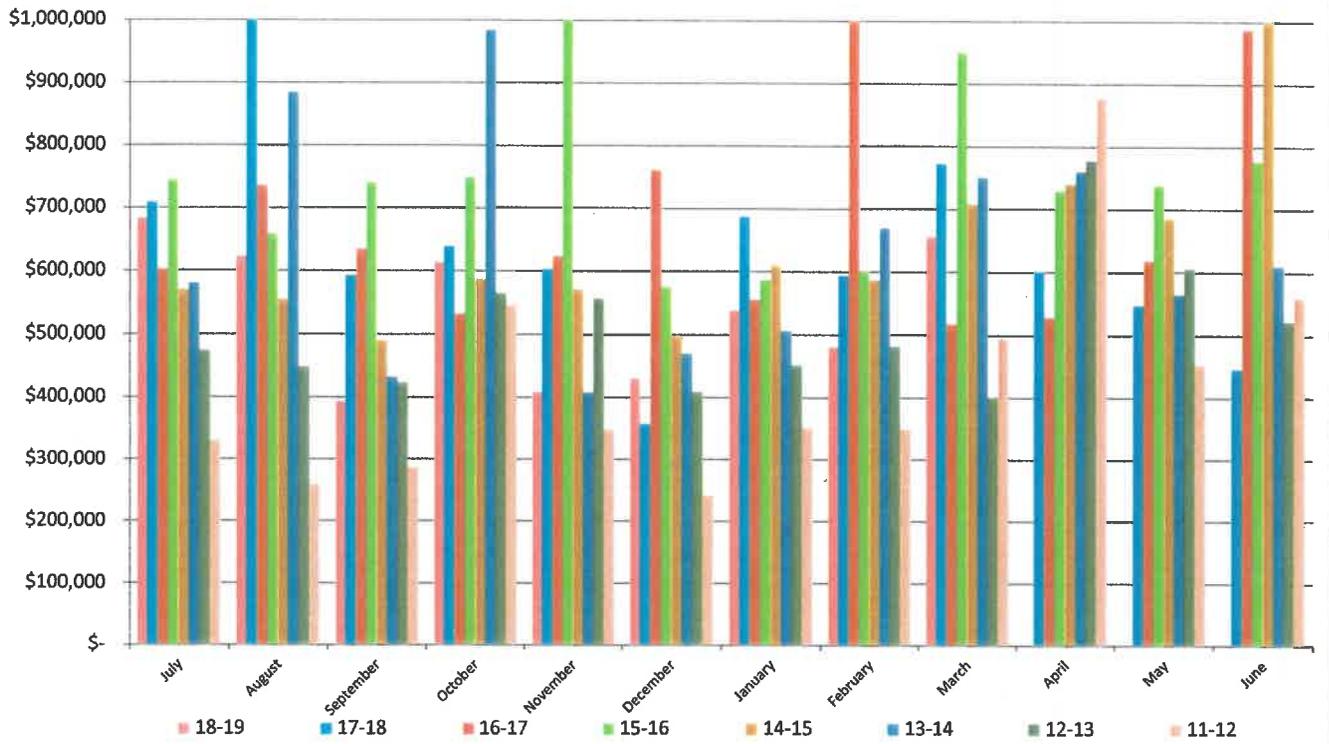
Walk Across Williamson Planning Meeting	
WC Anti-Drug Coalition Meeting	
<i>Get Fit Franklin</i> Meeting	
Walk Across Williamson Morning Announcements - Johnson Elementary	
Walk Across Williamson Morning Announcements - Liberty Elementary	
Walk Across Williamson Morning Announcements - Franklin Elementary	

**FAIRVIEW CLINIC**  
**Health Services Report**

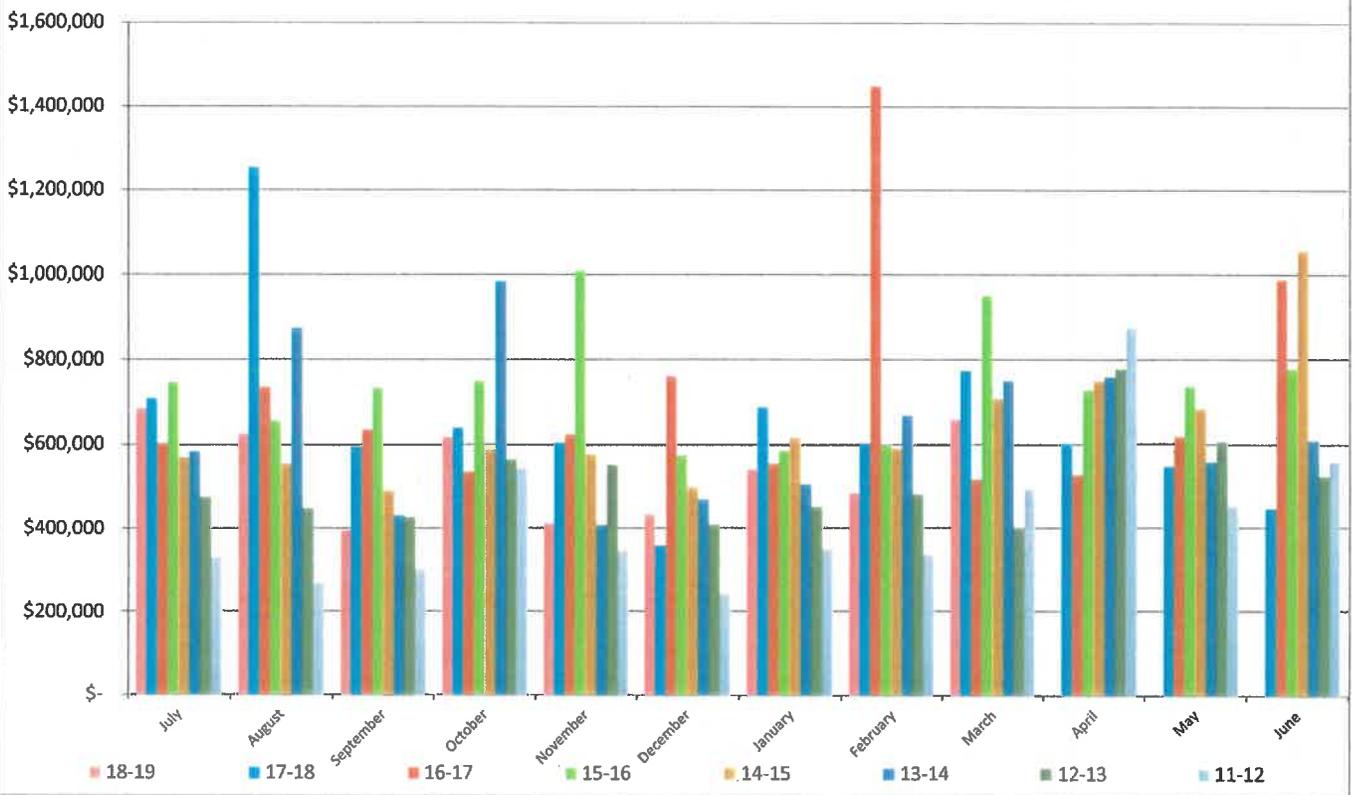
**Visits by Program**

<b>PROGRAMS</b>	<b>March 2019</b>	<b>YTD</b> (January - December 2019)
Child Health Services	24	57
Family Planning Services	17	30
Motor Voter	14	28
Women's Health	40	92
Men's Health	20	60
Tuberculosis Services	0	5
Sexually Transmitted Diseases	10	41
WIC Program (Women, Infants & Children Food Supplement Program )	57	128
Breastfeeding Program	5	5
Birth Certificates Issued	18	20
Death Certificates Issued	0	0

### WC Adequate Schools Facilities Tax



### WC Schools, Recreation, Highway and Fire Privilege Tax History



**CONSENT AGENDA**  
**Williamson County Board of Commissioners**  
**May 13, 2019 – 7:00 p.m.**

**NOTARIES**

**SECOND READINGS**

**FUNDS IN-LIEU-OF AND ESCROW**

**OTHER:**

**Motion to Accept:** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **Vote** \_\_\_\_\_

**NOTE:** All matters listed on the Consent Agenda are considered routine. There will be no separate discussion of these items unless a County Commission member so requests, in which case it will be removed from the Consent Agenda so that discussion may be held on that item.

NEW

ADAIR, PAMELA KAYE  
ALVAREZ, SARAH  
ASHTON, KIMBERLY  
BAGWELL, ERIN GRACE  
BAKER, VINCENT B.  
BEAMER, JENNIFER NOLAN  
BEARD, PATRICIA ANN  
BENSON, LINDSEY TERESA  
BENZ, SHELIA G.  
BRADFORD, CATHEY  
BROOKS, VANESSA NOEL  
BROOKSHER, TRACY M.  
BUTLER, DEBORAH L.  
BUTTREY, SHANNON PETRIA  
CARPER, ASHLEY PAIGE  
CASTOR, LISA M.  
CHARLAND, CARMAN MARIE  
CLEVELAND, MACKENZIE KAY  
CLINARD, DIANNA  
COLE, MATT  
COLVIN, MELDA J.  
COLYER, MICHAEL BRANDON  
DAVIS, JAIMEE RACELIS  
DEMETRIADES, ALEX D.  
DONALDSON, KAYLA NICOLE  
DUNNING, DAWN RENEE  
EICHOLD, JULIE LYN  
ELIZONDO-GARZA, ADAN  
ELLIOTT, LOGAN H.  
EMMETT, CORI RENEE  
FLATT, LINDSEY CAROL  
FLEMING, LAUREN C.  
FLOWERS, ANTHONY L.  
FORRESTER, TARYN W.  
FRASER, STUART W.  
GARZA, VICKI LYNN  
GENTRY, LESLI REESE  
GESELLE, JAMI LYNN  
GIOMETTI, NICOLE  
GONZALEZ, KLARISSA MARIE  
GOSSETT, LUCY ANN  
HALL, PAIGE S.  
HARRER, MADINE  
HELMS, RYKER ALLEN  
HESTER, MEGAN KAY  
HOLCOMB, SHALEE K.  
HOLMES, AURORA  
HUDSON, JILL MARIE  
HUGHES, LORI ANN  
JAROSZ, KELI MICHELE  
JEFFERSON, TIMOTHY FLEMING  
KINSER, CYNTHIA ELAINE  
KNIGHT, JAYDA MICHAEL  
KONZ, BONNIE A.  
LEWIS, CHARLES H.  
LEWIS, TYLER RAY  
LITTLE, THOMAS W.  
LOGAN, CHRISTOPHER S.  
LOMBARDO, DENNIS J.  
LOOMIS, AMY D.  
LOVELL, MELISSA STONE  
MACLACHLAN, KATHLEEN A.  
MARKS, SHAWN DAVID  
MAYES, JAMIE M.

NEW

McDONALD, MICHELLE LEIGH  
McINTOSH, JEANINE RACHELE  
McKNIGHT, ADAM HARDY  
MEDINA, DONNA  
MIGNARD, BRANDI MICHELLE  
MILLS, ANNETTE CAROLINE  
MOORE, KERRY E.  
MORRIS, TAMMY L.  
O'BRIAN, BRIDGETTE KELSEY  
O'BRIAN, MICHAEL THOMAS  
O'BRIAN, PHILLIP JAMES  
PENDERGRASS, GARY DAVID  
PETERSON, TRENT C.  
POLNIAK, CHRISTIAN  
RAINES, SYDNEY KALIN  
RANDOLPH, MAURICE C.  
REDMOND, MICHAEL TRISTAN  
RIDDLE, MARYJANE  
RUFENER, TAMARA MECHELLE  
SCISM, STACEY  
SHARKEY, KAITLYN  
SIMPSON, PAULA JO  
STENGLEIN, JESSICA EREN  
STEPHENS, DAVID J.  
SURBAUGH, NATHAN SCOTT  
TABB, ANDREW R.  
TACKETT, DONALD CLIFTON, JR.  
VALDEZ, JOHN DANIEL  
VANEST, SAMANTHA LYN  
VEST, TYLER HARRISON  
VITRANO, DONNA  
VOSS, DEANNA K.  
VYSOKY, MATTHEW G.  
WESTBROOK, LAURA ANN  
WHITE, KIRBY THOMAS  
WHITE, THOMAS K.  
WILLIAMS, KATHLEEN  
WOODS, TRENA R.

RENEWALS

ABOLFAZLI, ZOHRE  
AMUNDSEN, TONYA L.  
BARNETT, VICTORIA M.  
BARRERA, JOSHUA  
BAUDOUX, MICHELLE M.  
BEAZLEY, BRIAN L.  
BEHRNES, LISA  
BEYDLER, JULIE  
BLOUNT, MICAH  
BURGESS, DEE R.  
BURGETT, FARRAH  
CARDEN, SUSAN E.  
CATES, CARLISS  
CHANDLER, JILL  
CHAVERS, DIANA R.  
CLARK, PAMELA A.  
CORCORAN, GRANT T.  
COX, JENNIFER  
CRAMER, SEAN T.  
DRAUGHON, MELANIE  
EDMONDSON, DAVIE J.  
ELLIOTT, STEPHANIE  
FLEMING, RICHARD W.  
FRASER, STUART W.

**RENEWALS**

GANN, ZINA J.  
GOODWIN, WILLIAM D., II.  
GRIFFITH, A.  
GRIMES, MICHELLE L.  
GULAN, LAURIE DUKE  
HAGAN, CHELSEA  
HALL, BENJAMIN C.K.  
HALLERAN, AMY  
HALWEG, NICOLE  
HANSEN, LEE ANN  
HARRISON, DIANN  
HEITHCOCK, VIANNE J.  
HENDERSON, YOLANDA MASON  
HENRY, JENNIFER S.  
HILL, CHAD  
HOCHMAN, JULIA  
JACKSON, M. TODD  
JACKSON, SUSAN L.  
JACOBS, SARA E.  
JAYNES, BRYAN M.  
JENDRYK, LINDSAY M.  
JONES, BEVERLY  
JONES, THOMAS N.  
KERBY, WILL  
KING, DAMARIS F.  
KING, SANDRA LYNN  
LEACH, EARLEAN  
LEE, TAMI  
LESLIE, BELINDA  
LEVERNIER, MELONIE  
LOVETT, RACHEL H.  
McMULLIN, VICKI  
MEZA, CHRISTINA A.  
MEZZATESTA, MATTHEW J.  
MILBERT, SHANNON L.  
MILES, KIM BANDITH  
MONGE, LUZ D.  
MURRIEL, ADAMA  
MYERS, PENNY P.  
NELSON, BRAD A.  
NICHOLS, APRIL G.  
NORMAN, LORI  
OLSON, LISA REINO  
OQUINDO, ROBIN W.  
POLIVKA, MARGARET  
POLSTON, MIKE E.  
POWERS, SIDNEY A.  
PRICE, TIA A.  
REDFEARN, JAMIE  
RICE, SANDRA N.  
ROMANO, PEGGY LEE  
ROUILLIER, PEGGY JO  
SANDRELL, CARLTON WADE  
SCHADEL, DAVID  
SCHNARRS, ANDREA  
SCOTT, WAYNE  
SEALES, GINA N.  
SEEBACK, STACEY  
SIMMONS, MELINDA  
SIMPSON, KATHY  
SMITH, EDWINA  
SMITH, KYMBERLY A.  
SWARTZ, JANE A.  
TEICHMAN, KYLE  
THRASHER, TANYA B.  
TURMAN, DIANE  
TURNMYRE, KALLEIGH

**RENEWALS**

VAFIADES, TERRI  
WALKER, ELIZABETH  
WALKER, ROBERT C.  
WALL, ROSEMARY  
WALTERS, JENNY  
WARD, PAMELA G.  
WILLIAMS, JEANNE F.  
WRIGHT, H.A., JR.

RESOLUTION NO. 5-19-1  
 Requested by: Board of Education

**RESOLUTION INTER CATEGORY BUDGET ADJUSTMENT FOR BACKGROUND CHECKS  
THE GENERAL PURPOSE SCHOOL FUND**

**WHEREAS,** there is a need for additional funds within the background check account; and  
**WHEREAS,** upon review of the Human Resources budget there are available funds within that category to meet this need;  
**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on May 13, 2019 approve and amend the 2018-2019 Central Cafeteria Fund budget in the following manner:

<b>Expenditure Decrease</b> 141.72520.549900	<b>Other Materials and Supplies</b>	<b>\$32,000</b>	
<b>Expenditure</b> 141.72310.553300	<b>Criminal Background Check</b>		<b>32,000</b>
		<u>\$32,000</u>	<u>\$32,000</u>

  
 Commissioner Robbie Beal

**COMMITTEES REFERRED TO & ACTION TAKEN:**

<u>School Board</u>	For <u>2</u>	Against <u>0</u>	*As amended
<u>Education Committee</u>	For <u>7*</u>	Against <u>0</u>	
<u>Budget Committee</u>	For <u>4</u>	Against <u>0</u>	

**COMMISSION ACTION TAKEN:** For \_\_\_ Against \_\_\_ Abs \_\_\_ Out \_\_\_

\_\_\_\_\_  
 Elaine Anderson-County Clerk

\_\_\_\_\_  
 Tommy Little - Commission Chairman

\_\_\_\_\_  
 Rogers C. Anderson - County Mayor

\_\_\_\_\_  
 Date

5.19.Background Check.docx

\*As amended - Amend to state that the General Purpose School Fund is being amended instead of the Cafeteria Fund Budget as stated in the body of the Resolution

RESOLUTION NO. 5-19-2

Requested by: Board of Education

**RESOLUTION TO TRANSFER FUNDS TO THE RURAL AND GENERAL DEBT SERVICE  
FUNDS TO PAY INTEREST ON ENERGY SYSTEMS CONSERVATION DEBT**

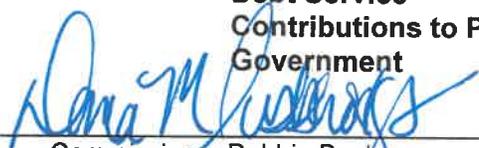
**WHEREAS,** Williamson County Schools initiated an energy savings program whereby savings resulting from the upgrade of infrastructure relating to utilities in our school will offset the related debt ; and

**WHEREAS,** the Board entered into an agreement with the county to reimburse the debt service interest and principal payments;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Commission meeting in regular session on May 13, 2019 approve the following funds and amend the 2018-2019 General Purpose School Fund as follows:

**Expenditure Decrease**  
**141.72610.541500.510**                      **Electricity**                      **\$538,917**

**Expenditures Increase**  
**141.82330.563000.510.**                      **Debt Service**                      **\$538,917**  
**Contributions to Primary**  
**Government**

  
\_\_\_\_\_  
Commissioner Robbie Beal

Committees Referred to & Action Taken

- |                          |   |
|--------------------------|---|
| 1. School Board          | For <u>12</u> Against <u>0</u>              |
| 2. Education             | For <u>7</u> Against <u>0</u>               |
| 3. Budget                | For <u>4</u> Against <u>0</u>               |
| COMMISSION ACTION TAKEN: | For _____ Against _____ ABS _____ Out _____ |

Elaine Anderson - County Clerk

\_\_\_\_\_  
Tommy Little - Commission Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rogers Anderson - County Mayor

RESOLUTION NO. 5-19-3  
Requested By: Budget Director

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF GENERAL OBLIGATION SCHOOL REFUNDING BONDS, AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS**

WHEREAS, Williamson County, Tennessee (the "County") has outstanding its General Obligation School Bonds, Series 2009B (Federally Taxable Build America Bonds – Direct Payment), dated December 3, 2009, maturing on or after April 1, 2020 (the "Outstanding Bonds"); and

WHEREAS, the Outstanding Bonds can now be refinanced at a lower interest cost, thereby achieving debt service savings; and

WHEREAS, Section 9-21-101 et seq., Tennessee Code Annotated authorizes counties in Tennessee to issue refunding bonds to refund their previously issued bonds; and

WHEREAS, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish said refunding, it is necessary to issue general obligation school refunding bonds of the County; and

WHEREAS, the plan of said refunding has been submitted to the State Director of Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, and she has acknowledged receipt thereof to the County and submitted her report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing the issuance, sale and payment of general obligation refunding bonds for the purpose of refunding the Outstanding Bonds, and providing for the levy of a tax for the payment of debt service thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, 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 Refunding Bonds authorized herein;
- (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" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;
- (d) "County" shall mean Williamson County, Tennessee;
- (e) "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;
- (f) "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;

- (g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;
- (h) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;
- (i) "Governing Body" means the Board of County Commissioners of the County;
- (j) "Municipal Advisor" means Stephens Inc., Nashville, Tennessee;
- (k) "Outstanding Bonds" shall have the meaning ascribed to it in the preamble hereto;
- (l) "Refunded Bonds" means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;
- (m) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit B, subject to such changes therein as shall be permitted by Section 11 hereof;
- (o) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof; and
- (p) "State Director" shall mean the Director of State and Local Finance for the State of Tennessee.

Section 3. Findings of the Governing Body: Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. The estimated debt service costs and costs of issuance of the Bonds are attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

- (a) For the purpose of providing funds to refund the Refunded Bonds and 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 of the County in an aggregate principal amount sufficient to pay the principal of, interest on, and redemption premium (if any) on the Refunded Bonds and pay costs of issuance of the Bonds. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more emissions, shall be known as "General Obligation School Refunding Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any emission thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing October 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 shall mature, either serially or through mandatory redemption on April 1 of each year, with a final maturity not exceeding one year beyond the final maturity date of the Refunded Bonds.
- (b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds maturing on and after April 1, 2030 shall be subject to redemption at the option of the County on April 1, 2029 and at any time thereafter, in whole or in part, at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be 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 Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. 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 thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the 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 Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

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

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any emission thereof, does not intend to reoffer the Bonds to the public, then the County Mayor 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 unlimited ad valorem taxes to be levied on all taxable property within the County.

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 WILLIAMSON  
GENERAL OBLIGATION SCHOOL REFUNDING BOND, SERIES \_\_\_\_\_

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

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson 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 [October 1, 2019], and semi-annually thereafter on the first day of April and October 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 principal corporate trust office of \_\_\_\_\_, 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. 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 \_\_\_\_\_ through \_\_\_\_\_, inclusive, shall mature without option of prior redemption, and Bonds maturing \_\_\_\_\_ and thereafter shall be subject to redemption prior to maturity at the option of the County on \_\_\_\_\_ 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 Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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**\*Final Maturity**

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

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any 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 effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of

redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal 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 to refund the County's outstanding General Obligation School Bonds, Series 2009B (Federally Taxable Build America Bonds – Direct Payment), dated December 3, 2009, maturing \_\_\_\_\_, under and in full compliance with the constitution and statutes of the State of Tennessee, including 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 \_\_\_\_\_, 2019 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County. For the prompt payment of principal of 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 Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

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

Transferable and payable at the principal corporate trust office of: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

By: \_\_\_\_\_  
Authorized 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 Williamson 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 of Net Revenues 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 competitive public sale, in one or more emissions, 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 Mayor.

(b) If the Bonds are sold in more than one emission, the County Mayor is authorized to establish the principal amount of such emission, so long as the total aggregate principal amount of all emissions issued does not exceed the maximum par amount set forth herein.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

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

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

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

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each emission is not more than one year beyond the final maturity date of the Refunded Bonds being refunded by such emission;

(5) change the optional redemption of the Bonds, including, but not limited to, making the bonds non-callable prior to maturity, provided that the premium amount to be paid on Bonds or any emission thereof does not exceed two percent (2%) of the principal amount thereof; and

(6) sell the Bonds, or any emission 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 Mayor, as he shall deem most advantageous to the County; and

(7) to refund fewer than all the Outstanding Bonds as the County Mayor shall deem advantageous to the County in meeting the County's debt service savings objectives.

(d) The County Mayor is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any emission 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 emissions or series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation School Refunding 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.

(e) The County Mayor is authorized to award the Bonds, or any emission 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 the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any emission thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. 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.

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

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

(a) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein or, at the option of the County Mayor, any proceeds used to retire any portion of the Refunded Bonds within a period of thirty (30) days following delivery of the Bonds may be transferred to the Paying Agent of such Refunded Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees, and other miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

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

Section 10. Official Statement. The County Mayor and the Director of Accounts and Budgets, or either 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 Mayor and the Director of Accounts and Budgets, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not

inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the Director of Accounts and Budgets, or either 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 Mayor and the Director of Accounts and Budgets, or either 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 emission thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any emission thereof, for its own account and has no present intention to reoffer the Bonds, or any emission thereof.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of, premium, if any, and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding. Prior to the issuance of the Bonds, or any emission thereof, if required, notice of the County's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 13. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(d) Following the issuance of the Bonds, the Director of Accounts and Budgets is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. 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 15. 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 Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. 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 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.

  
Steve Smith-County Commissioner

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Budget Committee: For 4 Against 0

**COMMISSION ACTION TAKEN:** For     Against     Pass     Out     Abstain    

\_\_\_\_\_  
Elaine H. Anderson, County Clerk

\_\_\_\_\_  
Tommy Little - Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

EXHIBIT A

**ESTIMATED DEBT SERVICE SCHEDULE AND ESTIMATED COST OF ISSUANCE**

Date	Principal	Interest	Total P+I	Fiscal Total
06/01/2019	-	-	-	-
10/01/2019	-	165,769.17	165,769.17	-
04/01/2020	1,345,000.00	248,653.75	1,593,653.75	1,759,422.92
10/01/2020	-	237,288.50	237,288.50	-
04/01/2021	1,305,000.00	237,288.50	1,542,288.50	1,779,577.00
10/01/2021	-	226,130.75	226,130.75	-
04/01/2022	1,325,000.00	226,130.75	1,551,130.75	1,777,261.50
10/01/2022	-	214,669.50	214,669.50	-
04/01/2023	1,350,000.00	214,669.50	1,564,669.50	1,779,339.00
10/01/2023	-	202,722.00	202,722.00	-
04/01/2024	1,375,000.00	202,722.00	1,577,722.00	1,780,444.00
10/01/2024	-	190,140.75	190,140.75	-
04/01/2025	1,400,000.00	190,140.75	1,590,140.75	1,780,281.50
10/01/2025	-	177,050.75	177,050.75	-
04/01/2026	1,435,000.00	177,050.75	1,612,050.75	1,789,101.50
10/01/2026	-	163,418.25	163,418.25	-
04/01/2027	1,470,000.00	163,418.25	1,633,418.25	1,796,836.50
10/01/2027	-	149,085.75	149,085.75	-
04/01/2028	1,500,000.00	149,085.75	1,649,085.75	1,798,171.50
10/01/2028	-	133,860.75	133,860.75	-
04/01/2029	1,530,000.00	133,860.75	1,663,860.75	1,797,721.50
10/01/2029	-	117,719.25	117,719.25	-
04/01/2030	1,580,000.00	117,719.25	1,697,719.25	1,815,438.50
10/01/2030	-	98,838.25	98,838.25	-
04/01/2031	1,620,000.00	98,838.25	1,718,838.25	1,817,676.50
10/01/2031	-	77,211.25	77,211.25	-
04/01/2032	1,665,000.00	77,211.25	1,742,211.25	1,819,422.50
10/01/2032	-	53,485.00	53,485.00	-
04/01/2033	1,705,000.00	53,485.00	1,758,485.00	1,811,970.00
10/01/2033	-	27,483.75	27,483.75	-
04/01/2034	1,745,000.00	27,483.75	1,772,483.75	1,799,967.50
<b>Total</b>	<b>\$22,350,000.00</b>	<b>\$4,552,631.92</b>	<b>\$26,902,631.92</b>	<b>-</b>

Estimated True Interest Cost: 2.60%

Estimated Costs of Issuance:

Financial Advisor.....	\$35,000.00
Verification Agent.....	\$2,500.00
Escrow Bidding Agent.....	\$2,750.00
Bond Counsel.....	\$30,000.00
Paying Agent Fee.....	\$500.00
Escrow Agent Fee.....	\$2,000.00
Rating Agency Fee.....	\$20,000.00
POS/Official Statement.....	\$1,750.00
Miscellaneous.....	\$500.00
<b>Total:</b> .....	<b>\$95,000.00</b>

Any Underwriting Discount will be determined by competitive bid.

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

(Attached)

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Williamson County, Tennessee (the "County"), and \_\_\_\_\_ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its General Obligation School Bonds, Series 2009B (Federally Taxable Build America Bonds – Direct Payment), dated December 3, 2009, maturing \_\_\_\_\_ (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its General Obligation School Refunding Bonds, Series 2019, dated \_\_\_\_\_, 2019 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of, premium, if any, and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds, and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$ \_\_\_\_\_ (consisting of \$ \_\_\_\_\_ derived from proceeds of the sale of the Refunding Bonds and \$ \_\_\_\_\_ derived from other available monies of the County).

DIVISION II

All right, title and interest of the County in and to the Government Obligations purchased with the funds described in Division I hereof and to all income, earnings and increment derived from or accruing to the Government Obligations.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of, premium, if any, and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

## ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof;

"Escrow Property", "escrow property" or "escrowed property" shall mean the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government 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; and

"Written Request" shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

Section 1.02 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## ARTICLE II ESTABLISHMENT AND ADMINISTRATION OF FUNDS

Section 2.01 Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrow Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$ \_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

Section 2.02 Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(a) the amount of \$ \_\_\_\_\_ shall be used to purchase the Government Obligations described in Exhibit B attached hereto; and

(b) the amount of \$ \_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Obligations in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Obligations held hereunder or to sell, transfer, or otherwise dispose of the Government Obligations acquired hereunder except as provided herein.

Section 2.03 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal, premium, if any, and interest on the Government Obligations promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with

respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Obligations then held hereunder to the County and this Agreement shall terminate.

Section 2.04 Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Obligations in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

Section 2.05 Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

Section 2.06 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

Section 2.07 Irrevocable Escrow Created. The deposit of monies, Government Obligations, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Obligations for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

Section 2.08 Redemption of Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent bank on or before 45 days of the redemption date of the Outstanding Bonds directing the paying agent to give notice of redemption to the holder of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

### ARTICLE III CONCERNING THE AGENT

Section 3.01 Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

Section 3.02 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

Section 3.03 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's

other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Obligations and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Obligations and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Obligations or monies received by it, said Government Obligations or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Obligations or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

**Section 3.04 Permitted Acts.** The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent. The Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Agent is entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Agent may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees.

**Section 3.05 Exculpation of Funds of Agent.** Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

**Section 3.06 Payment of Deficiency by County.** The County agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.01 hereof to assure the payment when due of the principal of and interest on the Outstanding Bonds.

**Section 3.07 No Redemption or Acceleration of Maturity.** The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.08 hereof.

**Section 3.08 Qualifications of Agent.** There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

Section 3.09 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within 30 days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Williamson County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.08. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.08 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

Section 3.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.08 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the corporate trust business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.08 hereof.

Section 3.12 Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement, [a one-time fee of \$\_\_\_\_\_] [ an acceptance fee \$\_\_\_\_\_ and an annual fee of \$\_\_\_\_\_ each \_\_\_\_\_ until the termination of this Agreement]. The County agrees, to the extent permitted by applicable law, to indemnify, defend and save harmless the Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent that such Losses are due to the gross negligence or willful misconduct of the Agent, or (ii) its following any instructions or other directions from the County, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof, such indemnification being paid from available funds of the County and shall not give rise to any claim against the escrow. The provisions of this Section 3.12 shall survive the termination of this Agreement and the resignation or

removal of the Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Agent.

ARTICLE IV  
MISCELLANEOUS

Section 4.01 Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

Section 4.02 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 4.03 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

Section 4.04 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

County Mayor  
Williamson County  
1320 W. Main Street, Suite 125  
Franklin, Tennessee 37064

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

Section 4.05 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 4.06 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

Section 4.07 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*(signature page follows)*

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized representative, all as of the day and date first above written.

WILLIAMSON COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

(SEAL)

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

\_\_\_\_\_  
Escrow Agent

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

26433449.3

**RESOLUTION NO. 5-19-4**  
Requested By: Budget Director

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF COUNTY  
DISTRICT SCHOOL REFUNDING BONDS OF WILLIAMSON COUNTY,  
AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT  
OF DEBT SERVICE ON THE BONDS**

WHEREAS, Williamson County, Tennessee (the "County") has outstanding its County District School Bonds, Series 2009B (Federally Taxable Build America Bonds – Direct Payment), dated December 3, 2009, maturing on or after April 1, 2020 (the "Outstanding Bonds"); and

WHEREAS, the Outstanding Bonds can now be refinanced at a lower interest cost, thereby achieving debt service savings; and

WHEREAS, counties in Tennessee are authorized by Section 9-21-101 et seq., Tennessee Code Annotated, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish said refunding, it is necessary to issue county district school refunding bonds of the County; and

WHEREAS, the plan of said refunding has been submitted to the State Director of Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, and she has acknowledged receipt thereof to the County and submitted her report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing the issuance, sale and payment of county district school refunding bonds for the purpose of refunding the Outstanding Bonds, and providing for the levy of a tax for the payment of debt service thereon.

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

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

**Section 2. Definitions.** In addition to the terms defined in the preamble above, 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 County District School Refunding Bonds authorized herein;

(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 thereunder;

(d) "County" shall mean Williamson County, Tennessee;

(e) "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;

(f) "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;

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

(h) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;

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

(j) "Municipal Advisor" for the Bonds authorized herein means Stephens Inc., Nashville, Tennessee;

(k) "Outstanding Bonds" shall have the meaning ascribed to it in the preamble hereto;

(l) "Refunded Bonds" means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;

(m) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit B, subject to such changes therein as shall be permitted by Section 11 hereof;

(n) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(o) "State Director" shall mean the Director of State and Local Finance for the State of Tennessee.

Section 3. Findings of the Governing Body: Compliance with Debt Management Policy.  
The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. A schedule of estimated amortization, debt service and issuance costs has been provided to the Governing Body and is attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Bonds and 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 of the County in an aggregate principal amount sufficient to pay the principal of, interest on, and redemption premium (if any) on the Refunded Bonds and pay costs of issuance of the Bonds. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more emissions, shall be known as "County District School Refunding Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any emission thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing October 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 shall mature, either serially or through mandatory redemption on April 1 of each year, with a final maturity not exceeding one year beyond the final maturity date of the Refunded Bonds.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds maturing on and after April 1, 2030 shall be subject to redemption at the option of the County on April 1, 2029 and at any time thereafter, in whole or in part, at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be 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 Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. 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 thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the 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 Mayor and

with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

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

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any emission thereof, does not intend to reoffer the Bonds to the public, then the County Mayor 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 unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, 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 appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number \_\_\_\_\_

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

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON  
COUNTY DISTRICT SCHOOL REFUNDING BONDS, SERIES \_\_\_\_\_

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Williamson 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 interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on \_\_\_\_\_, and semi-annually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, as registration and 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 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. 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 and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, 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 DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or 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 \_\_\_\_\_ through \_\_\_\_\_, inclusive, shall mature without option of prior redemption, and Bonds maturing \_\_\_\_\_ and thereafter shall be subject to redemption prior to maturity at the option of the County on \_\_\_\_\_ 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 Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its

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

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any 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 effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal 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 to refund the County's outstanding County District School Bonds, Series 2009B (Federally Taxable Build America Bonds – Direct Payment), dated December 3, 2009, maturing \_\_\_\_\_, under and in full compliance with the constitution and statutes of the State of Tennessee, including 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 \_\_\_\_\_, 2019 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby 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 Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY: \_\_\_\_\_  
County Mayor

(SEAL)

ATTESTED:

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

Transferable and payable at the principal corporate trust office of: \_\_\_\_\_, \_\_\_\_\_

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

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

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

By: \_\_\_\_\_  
Authorized 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 Williamson 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 of Net Revenues and Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District, in addition to all other

taxes authorized by law, sufficient to pay the debt service 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 debt service 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 direct 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 competitive public sale, in one or more emissions, 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 Mayor.

(b) If the Bonds are sold in more than one emission, the County Mayor is authorized to establish the principal amount of such emission, so long as the total aggregate principal amount of all emissions issued does not exceed the maximum par amount set forth herein.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

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

(2) change the designation of the Bonds, or any emission thereof, to a designation other than "County District School Refunding Bonds" and to specify the series designation of the Bonds, or any emission thereof;

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

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each emission is not more than one year beyond the final maturity date of the Refunded Bonds being refunded by such emission;

(5) change the optional redemption of the Bonds, including, but not limited to, making the bonds non-callable prior to maturity, provided that the premium amount to be paid on Bonds or any emission thereof does not exceed two percent (2%) of the principal amount thereof; and

(6) sell the Bonds, or any emission 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 Mayor, as he shall deem most advantageous to the County; and

(7) to refund fewer than all the Outstanding Bonds as the County Mayor shall deem advantageous to the County in meeting the County's debt service savings objectives.

(d) The County Mayor is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any emission 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 emissions or series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "county district School Refunding 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.

(e) The County Mayor is authorized to award the Bonds, or any emission 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 the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any emission thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. 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.

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

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

(a) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein or, at the option of the County Mayor, any proceeds used to retire any portion of the Refunded Bonds within a period of thirty (30) days following delivery of the Bonds may be transferred to the Paying Agent of such Refunded Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees, and other miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

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

Section 10. Official Statement. The County Mayor and the Director of Accounts and Budgets, or either 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 Mayor and the Director of Accounts and Budgets, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the Director of Accounts and Budgets, or either 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 Mayor and the Director of Accounts and Budgets, or either 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 emission thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any emission thereof, for its own account and has no present intention to reoffer the Bonds, or any emission thereof.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of, premium, if any, and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to

hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding. Prior to the issuance of the Bonds, or any emission thereof, if required, notice of the County's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 13. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(d) Following the issuance of the Bonds, the Director of Accounts and Budgets is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. 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

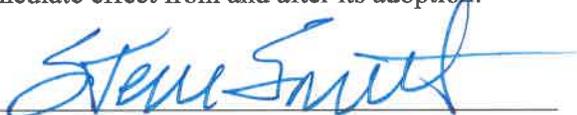
principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for 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 15. 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 Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. 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 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.

  
Steve Smith - Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee: For 4 Against 0

County Commission: For \_\_\_\_\_ Against \_\_\_\_\_

COMMISSION ACTION TAKEN: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_ Abstain \_\_\_

\_\_\_\_\_  
Elaine H. Anderson, County Clerk

\_\_\_\_\_  
Tommy Little - Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

**EXHIBIT A**

**ESTIMATED DEBT SERVICE SCHEDULE AND ESTIMATED COSTS OF ISSUANCE**

Date	Principal	Interest	Total P+I	Fiscal Total
06/01/2019	-	-	-	-
10/01/2019	-	283,452.17	283,452.17	-
04/01/2020	1,405,000.00	425,178.25	1,830,178.25	2,113,630.42
10/01/2020	-	413,306.00	413,306.00	-
04/01/2021	1,755,000.00	413,306.00	2,168,306.00	2,581,612.00
10/01/2021	-	398,300.75	398,300.75	-
04/01/2022	2,340,000.00	398,300.75	2,738,300.75	3,136,601.50
10/01/2022	-	378,059.75	378,059.75	-
04/01/2023	2,370,000.00	378,059.75	2,748,059.75	3,126,119.50
10/01/2023	-	357,085.25	357,085.25	-
04/01/2024	2,400,000.00	357,085.25	2,757,085.25	3,114,170.50
10/01/2024	-	335,125.25	335,125.25	-
04/01/2025	2,475,000.00	335,125.25	2,810,125.25	3,145,250.50
10/01/2025	-	311,984.00	311,984.00	-
04/01/2026	2,555,000.00	311,984.00	2,866,984.00	3,178,968.00
10/01/2026	-	287,711.50	287,711.50	-
04/01/2027	2,570,000.00	287,711.50	2,857,711.50	3,145,423.00
10/01/2027	-	262,654.00	262,654.00	-
04/01/2028	2,640,000.00	262,654.00	2,902,654.00	3,165,308.00
10/01/2028	-	235,858.00	235,858.00	-
04/01/2029	2,705,000.00	235,858.00	2,940,858.00	3,176,716.00
10/01/2029	-	207,320.25	207,320.25	-
04/01/2030	2,765,000.00	207,320.25	2,972,320.25	3,179,640.50
10/01/2030	-	174,278.50	174,278.50	-
04/01/2031	2,835,000.00	174,278.50	3,009,278.50	3,183,557.00
10/01/2031	-	136,431.25	136,431.25	-
04/01/2032	2,905,000.00	136,431.25	3,041,431.25	3,177,862.50
10/01/2032	-	95,035.00	95,035.00	-
04/01/2033	3,025,000.00	95,035.00	3,120,035.00	3,215,070.00
10/01/2033	-	48,903.75	48,903.75	-
04/01/2034	3,105,000.00	48,903.75	3,153,903.75	3,202,807.50
<b>Total</b>	<b>\$37,850,000.00</b>	<b>\$7,992,736.92</b>	<b>\$45,842,736.92</b>	<b>-</b>

Estimated True Interest Cost: 2.60%

Estimated Costs of Issuance:

Financial Advisor.....	\$45,000.00
Verification Agent.....	\$2,500.00
Escow Bidding Agent.....	\$2,750.00
Bond Counsel.....	\$35,000.00
Paying Agent Fee.....	\$500.00
Escrow Agent Fee.....	\$2,000.00
Rating Agency Fee.....	\$30,000.00
POS/Official Statement.....	\$1,750.00
Miscellaneous.....	\$500.00
<b>Total.....</b>	<b>\$120,000.00</b>

Any Underwriting Discount will be determined by competitive bid.

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

(Attached)

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Williamson County, Tennessee (the "County"), and \_\_\_\_\_ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its County District School Bonds, Series 2009B (Federally Taxable Build America Bonds – Direct Payment), dated December 3, 2009, maturing \_\_\_\_\_ (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its County District School Refunding Bonds, Series 2019, dated \_\_\_\_\_, 2019 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of, premium, if any, and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds, and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$\_\_\_\_\_ (consisting of \$\_\_\_\_\_ derived from proceeds of the sale of the Refunding Bonds and \$\_\_\_\_\_ derived from other available monies of the County).

DIVISION II

All right, title and interest of the County in and to the Government Obligations purchased with the funds described in Division I hereof and to all income, earnings and increment derived from or accruing to the Government Obligations.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of, premium, if any, and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then

this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

## ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof;

"Escrow Property", "escrow property" or "escrowed property" shall mean the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government 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; and

"Written Request" shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

Section 1.02 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## ARTICLE II ESTABLISHMENT AND ADMINISTRATION OF FUNDS

Section 2.01 Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrow Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$ \_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

Section 2.02 Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(a) the amount of \$ \_\_\_\_\_ shall be used to purchase the Government Obligations described in Exhibit B attached hereto; and

(b) the amount of \$ \_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Obligations in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Obligations held hereunder or to sell, transfer, or otherwise dispose of the Government Obligations acquired hereunder except as provided herein.

Section 2.03 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal, premium, if any, and interest on the Government Obligations promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of

principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Obligations then held hereunder to the County and this Agreement shall terminate.

Section 2.04 Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Obligations in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

Section 2.05 Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

Section 2.06 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

Section 2.07 Irrevocable Escrow Created. The deposit of monies, Government Obligations, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Obligations for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

Section 2.08 Redemption of Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent bank on or before 45 days of the redemption date of the Outstanding Bonds directing the paying agent to give notice of redemption to the holder of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

### ARTICLE III CONCERNING THE AGENT

Section 3.01 Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

Section 3.02 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

Section 3.03 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Obligations and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Obligations and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Obligations or monies received by it, said Government Obligations or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Obligations or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

Section 3.04 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent. The Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Agent is entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Agent may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees.

Section 3.05 Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

Section 3.06 Payment of Deficiency by County. The County agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.01 hereof to assure the payment when due of the principal of and interest on the Outstanding Bonds.

Section 3.07 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.08 hereof.

Section 3.08 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

Section 3.09 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within 30 days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Williamson County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.08. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.08 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

Section 3.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.08 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the corporate trust business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.08 hereof.

Section 3.12 Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement, [a one-time fee of \$\_\_\_\_\_] [ an acceptance fee \$\_\_\_\_\_ and an annual fee of \$\_\_\_\_\_ each \_\_\_\_\_ until the termination of this Agreement]. The County agrees, to the extent permitted by applicable law, to indemnify, defend and save harmless the Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent that such Losses are due to the gross negligence or willful misconduct of the Agent, or (ii) its following any instructions or other directions from the County, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof, such indemnification being paid from available funds of the County and shall not give rise to any claim against the escrow. The provisions of this Section 3.12 shall survive the termination of this Agreement and the resignation or removal of the Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Agent.

#### ARTICLE IV MISCELLANEOUS

Section 4.01 Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

Section 4.02 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 4.03 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

Section 4.04 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

County Mayor  
Williamson County  
1320 W. Main Street, Suite 125  
Franklin, Tennessee 37064

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

Section 4.05 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 4.06 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

Section 4.07 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*(signature page follows)*

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized representative, all as of the day and date first above written.

WILLIAMSON COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

(SEAL)

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

\_\_\_\_\_  
Escrow Agent

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

26439043.2

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 PARKS AND RECREATION BUDGET BY \$147,939.50- REVENUES TO COME FROM DONATIONS**

**WHEREAS,** the Parks and Recreation Department has received donations totaling \$108,084.50 from the Community Youth Associations to be utilized to offset the hiring and scheduling of referees, umpires and supervisors that work at the various association's youth basketball softball and volleyball leagues, with a portion of these donations to help offset the cost of player awards and supplies, and;

**WHEREAS,** donations were received from various Community Youth Associations in the amount of \$35,555.00 to purchase lawn products for the maintenance of fields, and;

**WHEREAS,** donations were received to help offset expenses for special events of \$100.00, and a \$4,200 contribution from the Nolensville Youth Association for a storage shed, and;

**WHEREAS,** the funds were not anticipated during the budget preparation process, and;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this May 13, 2019, amends the Parks & Recreation Budget as follows:

<b><u>REVENUES:</u></b>	
101.00000.486104.00000.00.00.00 – Donations	\$ 147,939.50
<b><u>EXPENDITURES:</u></b>	
<b>Part-time Officials</b>	
101.56700.516901.00000.00.00.00	\$ 83,672.00
<b>Maintenance/Repair Parks</b>	
101.56700.533501.00000.00.00.00	\$ 4,200.00
<b>Lawn Products</b>	
101.56700.542000.00000.00.00.00	\$ 35,555.00
<b>Instructional Supplies/Youth</b>	
101.56700.542901.00000.00.00.00	\$ 4,003.00
<b>Other Supplies/Youth</b>	
101.56700.549902.00000.00.00.00	\$ 20,409.50
<b>Other Charges-Special Events</b>	
101.56700.559900.00000.00.00.00	<u>\$ 100.00</u>
	\$ 147,939.50

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Parks & Recreation Committee: For \_\_\_ Against \_\_\_  
Budget Committee: For 4 Against 0  
Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-19  
PARKS AND RECREATION DEPARTMENT BUDGET BY \$75,000  
REVENUES TO COME FROM PARTICIPANT FEES**

**WHEREAS,** the Parks & Recreation Department operates the Performing Arts Center at Academy Park, and;

**WHEREAS,** Parks & Recreation has received participant fees for events held at the PAC, and;

**WHEREAS,** these funds were not anticipated during the budget preparation process, and;

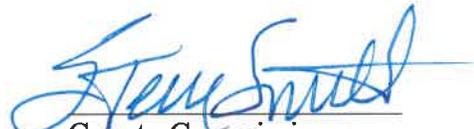
**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this 13th day of May, 2019, amends the Parks & Recreation Budget as follows:

**REVENUES:**

Rec Fees – Performing Arts Center  
(101.00000.433403.00000.00.00.00) \$75,000

**EXPENSES:**

Contracts – Performing Arts Center  
(101.56700.531203.00000.00.00.00) \$ 75,000

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Parks & Recreation Committee: For \_\_\_ Against \_\_\_  
Budget Committee: For 4 Against 0  
Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-7  
Requested by Highway Superintendent

**RESOLUTION AMENDING THE 2018-19 HIGHWAY DEPARTMENT BUDGET  
AND APPROPRIATING UP TO \$ 405,809.21 FOR PAVING EXPENSES - REVENUES  
TO COME FROM STATE AID PROGRAM**

**WHEREAS,** the Williamson County Highway Department maintains state aid roads within Williamson County

**WHEREAS,** the State of Tennessee allocates funding to County Highway Departments for maintenance of State Aid Roads,

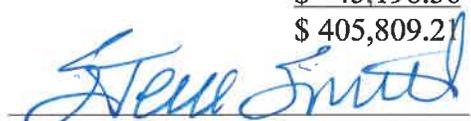
**WHEREAS,** the Williamson County Highway Department completed and paid total cost of resurfacing Bear Creek Road and Bethesda Duplex Road, which are State Aid Roads,

**WHEREAS,** the amount of reimbursable expense from the State of Tennessee totals \$ 405,809.21;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2018-19 Highway budget be amended, as follows:

**REVENUES:**  
State Aid Program  
(131.00000.464200.00000.48.00.00) \$ 405,809.21

**EXPENDITURES:**  
Asphalt – Hot Mix  
(131.62000.540400.00000.00.00.00) \$ 360,610.85  
  
Other Road Materials - Striping  
(131.62000.543600.00000.00.00.00) \$ 45,198.36  
\$ 405,809.21

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Highway Commission For 5 Against 0  
Budget Committee For 4 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson - County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-8  
Requested by: County Health Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-2019  
HEALTH DEPARTMENT BUDGET BY \$1,516 - REVENUES  
TO COME FROM DONATIONS**

- WHEREAS,** the Centers for Disease Control and Prevention (CDC) indicates that primary prevention is designed to prevent a disease or condition from occurring; and
- WHEREAS,** the Tennessee Department of Health is engaging all its employees to participate in primary prevention efforts; and
- WHEREAS,** employees at the Williamson County Health Department are conducting community-based activities targeting primary prevention (e.g. substance abuse; physical activity); and
- WHEREAS,** a donation of \$1,516 was received during the 2018-2019 fiscal year; and
- WHEREAS,** the funds were not anticipated during the budget preparation process.

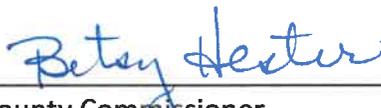
**NOW, THEREFORE, BE IT RESOLVED,** that the 2018-2019 Health Department budget be amended, as follows:

**REVENUES:**

Donations	\$1,516
101.00000.486106.00000.00.00.00	

**EXPENDITURES:**

Instructional Supplies & Materials	\$1,516
101.55110.542900.00000.00.00.00	

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee: For 5 Against 0 Pass \_\_\_\_\_ Out \_\_\_\_\_

Budget Committee: For 4 Against 0 Pass \_\_\_\_\_ Out \_\_\_\_\_

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Steve Smith, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-9  
Requested by: Health Department Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 HEALTH DEPARTMENT BUDGET  
BY \$ 1,684.65 – REVENUES TO COME FROM STATE GRANT FUNDS**

**WHEREAS,** the Williamson County Health Department was awarded grant funding in the amount of \$6,733.62 for the first, second and third quarters of the 2018-2019 fiscal year; and

**WHEREAS,** the Williamson County Health Department is expected to receive quarterly installments depending on the availability of funds through fines collected from seatbelt and car seat violations during the 2018-2019 fiscal year; and

**WHEREAS,** the Williamson County Health Department received the fourth quarter installment of \$1,684.65 in fiscal year 2018-2019; and

**WHEREAS,** the funds will be used to provide child safety seats or other appropriate restraint devices to caregivers who meet financial criteria; and

**WHEREAS,** car seats and other appropriate restraint devices will ensure the safety of the child passenger and reduce the number of motor vehicle crash injuries and fatalities of unrestrained or improperly restrained children.

**NOW, THEREFORE, BE IT RESOLVED,** that the 2018-19 Health Department budget be amended, as follows:

**REVENUES:**

Other State Revenues  
(101.00000.469900.00000.00.00.00) \$1,684.65

**EXPENDITURES:**

Contracts with Government Agencies  
(101.55110.530906.00000.00.00.00) \$1,684.65

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee: For 5 Against 0 Pass \_\_\_\_\_ Out \_\_\_\_\_  
Budget Committee: For 4 Against 0 Pass \_\_\_\_\_ Out \_\_\_\_\_  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Steve Smith, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-10  
Requested by: Health Department Director

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE GRANT AGREEMENT AND APPROPRIATING AND AMENDING THE 2018-19 HEALTH DEPARTMENT BUDGET BY \$20,000 – REVENUES TO COME FROM STATE GRANT FUNDS**

**WHEREAS,** the Williamson County Health Department was awarded grant funding in the amount of \$20,000 for the 2018-19 fiscal year; and

**WHEREAS,** the funds are to be expended specifically to address opportunities to improve the built environment in an effort to increase physical activity; and

**WHEREAS,** the Williamson County Health Department is partnering with the Town of Nolensville and Williamson County Schools to design and develop a sidewalk connecting Sunset Elementary School and Sunset Middle School to Sunset Road; and

**WHEREAS,** the installation of a sidewalk will allow children residing in adjacent neighborhoods and subdivisions opportunities to walk and bike to school; and

**WHEREAS,** funds were not anticipated during the budget preparation process:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of May, 2019, authorizes the Williamson County Mayor to execute a grant agreement with the Tennessee Department of Health, as well as all other related documents necessary to receive grant funds in the amount of \$20,000.00; and

**BE IT FURTHER RESOLVED,** that the 2018-2019 Health Department budget be amended as follows:

**REVENUES:**

Other State Grants \$20,000  
101.00000.469800.00000.00.00.00.G0071

**EXPENDITURES:**

Contracted Services \$20,000  
101.55110.539900.00000.00.00.00.G0071

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee: For 5 Against 0 Pass \_\_\_\_\_ Out \_\_\_\_\_  
Budget Committee: For 4 Against 0 Pass \_\_\_\_\_ Out \_\_\_\_\_

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

RESOLUTION NO. 5-19-11

Requested by: Sheriff's Office

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 WILLIAMSON COUNTY SHERIFF'S OFFICE BUDGETS BY \$3,443.78 FOR TACTICAL EQUIPMENT – REVENUES TO COME FROM THE TENNESSEE EMERGENCY MANAGEMENT AGENCY REIMBURSEMENTS FOR MUTUAL AID ASSISTANCE TO TEXAS**

**WHEREAS**, the Williamson County Sheriff's Office are responsible for ensuring a coordinated response to emergencies and disasters in conjunction with Federal Mutual Aid agreements; and

**WHEREAS**, Houston, Texas suffered a devastating historical hurricane in August 2017; and

**WHEREAS**, in conjunction with other emergency response departments and volunteer organizations, the Williamson County Sheriff's Office provided emergency services, assisted in the rescue of those stranded by the floods and provided relief services; and

**WHEREAS**, the Texas Emergency Management Agency, through the Emergency Management Assistance Compact Mutual Aid agreement, with the Tennessee Emergency Management Agency, reimburses the Williamson County Sheriff's Office \$3,443.78 for its services in response to hurricanes; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, authorizes the amendment of the Williamson County Sheriff's Office 2018-19 operating budgets, for the reimbursement of equipment used in response to Mutual Aid request from Texas, during Hurricane Harvey response;

**AND, BE IT FURTHER RESOLVED** that 2018-19 Budget be amended as follows:

**REVENUE:**

Other State Revenues:

101.00000.469900.00000.00.00.00      TEMA      \$3,443.78

**EXPENDITURES:**

Sheriff's Office

101-54110-571600-00000-00-00-00      Tactical Equipment      \$3,443.78

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Law Enforcement and Public Safety Cmte:      For   4        Against   0  

Budget Committee:      For   4        Against   0  

COMMISSION ACTION TAKEN:      For \_\_\_\_\_      Against \_\_\_\_\_      Pass \_\_\_\_\_      Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-12  
Requested by Sheriff's Office

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 WILLIAMSON COUNTY SHERIFF'S OFFICE BUDGET BY \$15,776. – REVENUES FROM SEIZED FUNDS RESULTING FROM A JOINT DRUG INVESTIGATION WITH METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE**

**WHEREAS,** the Williamson County Sheriff's Office and the Metropolitan Government of Nashville and Davidson County, Tennessee conducted a joint drug investigation; and

**WHEREAS,** as a result of the joint drug investigation, suspects were arrested and money was seized; and

**WHEREAS,** pursuant to Tennessee Code Annotated, Section 39-17-420, funds derived from drug seizures may be obtained and used in accordance with the restrictions provided in the code section; and

**WHEREAS,** the Metropolitan Government of Nashville and Davidson County, Tennessee received a Court Order directing the funds to be distributed to the members of the joint drug investigation; and

**WHEREAS,** the Metropolitan Government of Nashville and Davidson County, Tennessee has delivered to the Williamson County Sheriff's Office a check in the amount of \$15,776.00 for the Williamson County Sheriff's Office portion of the seized funds:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor to accept a portion of seized funds in the amount of \$15,776.00 from the Metropolitan Government of Nashville and Davidson County, Tennessee on behalf of the Williamson County Sheriff's Office, to be designated to the Williamson County Sheriff's Office drug fund and used as authorized by law;

**AND BE IT FURTHER RESOLVED,** that the 2018-2019 Williamson County Sheriff's Office budget be amended as follows:

<b><u>REVENUES:</u></b>	
Proceeds – Confiscated Property (122.00000.429100.00000.23.00.00)	<b>\$15,776.00</b>
<b><u>EXPENDITURES:</u></b>	
Other Capital Outlay (122.54150.579900.00000.00.00.00)	<b>\$15,776.00</b>

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety Board      For 4    Against 0    Pass        Out      
Budget Committee                                      For 4    Against 0    Pass        Out    

Commission Action Taken:                              For        Against        Pass        Out    

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-13  
Requested by Sheriff's Office

**RESOLUTION ACCEPTING DONATIONS OF \$6,000.00 TO BE USED FOR MAINTENANCE OF THE SHERIFF OFFICE'S GUN RANGE AND APPROPRIATING AND AMENDING THE 2018-2019 WILLIAMSON COUNTY SHERIFF'S OFFICE BUDGET – REVENUES TO COME FROM DONATIONS**

**WHEREAS,** *Tennessee Code Annotated, Section 5-8-101*, provides that a county government may accept donations of money, intangible personal property, tangible personal property and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and

**WHEREAS,** the Williamson County Sheriff's Office has a gun range located at 408 Century Court, Franklin; and

**WHEREAS,** the Brentwood Police Department has generously donated \$5,000.00 to the Williamson County Sheriff's Office and the City of Berry Hill has generously donated \$1,000.00 to the Williamson County Sheriff's Office to be used towards maintenance related expenses of the gun range; and

**WHEREAS,** this revenue was not anticipated during the 2018-2019 budget process; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the generous donation of \$5,000.00 from the Brentwood Police Department and the generous donation of \$1,000.00 from the City of Berry Hill:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, on behalf of the Williamson County Sheriff's Office, accepts the generous donation of \$5,000.00 from the Brentwood Police Department and the generous donation of \$1,000.00 from the City of Berry Hill to be used towards maintenance related costs for the gun range:

**AND BE IT FURTHER RESOLVED,** that the 2018-2019 Williamson County Sheriff's Office budget be amended as follows:

**REVENUES:**

Donations **\$6,000.00**  
(101.00000.486100.00000.00.00.00)

**EXPENDITURES:**

Sheriff's Office – Maintenance **\$6,000.00**  
(101.54210.533500.00000.00.00.00)

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety Board For 4 Against 0 Pass     Out      
Budget Committee For 4 Against 0 Pass     Out    

Commission Action Taken: For     Against     Pass     Out    

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

RESOLUTION NO. 5-19-14  
 Requested by: Public Safety Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 OFFICE OF PUBLIC SAFETY AND WILLIAMSON COUNTY SHERIFF'S OFFICE BUDGETS FOR COSTS ASSOCIATED WITH HURRICANE FLORENCE TOTALING \$49,590 – REVENUES TO COME FROM OTHER STATE REVENUE**

- WHEREAS,** the Williamson County Emergency Management Agency and Williamson County Sheriff's Office are responsible for ensuring a coordinated response to emergencies and disasters in conjunction with state to state mutual aid agreements; and
- WHEREAS,** in September, 2018, North Carolina and South Carolina experienced devastation as a result of Hurricane Florence; and,
- WHEREAS,** in conjunction with other emergency response departments and volunteer organizations, the Williamson County Emergency Management Agency and Williamson County Sheriff's Office provided emergency services, assisted in the rescue of those stranded by flood waters and provided relief services; and
- WHEREAS,** the states affected, through the Emergency Management Assistance Compact Mutual Aid agreement, with the Tennessee Emergency Management Agency, reimburses Williamson County Emergency Management Agency and Williamson County Sheriff's Office \$49,590 for its services in response to the hurricanes; and
- WHEREAS,** a portion of these expenditures, totaling \$49,590 will be reimbursed to Williamson County through the State of Tennessee; however, there is a current need to replenish budgeted line items which have been exhausted;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of May, 2019, authorizes the amendment of the 2018-19 operating budgets for the Office of Public Safety and Williamson County Sheriff's Office, as follows:

**EXPENDITURES:**

<b>Office of Public Safety</b>		
101-54900-510300-00000-00-00-00	Assistants	3,000
101-54900-518700-00000-00-00-00	Overtime	10,000
101-54900-579000-00000-00-00-00	Other Equipment	<u>12,000</u>
		\$ 25,000
<b>Sheriff's Office</b>		
101-54110-518700-00000-00-00-00	Overtime	17,177
101-54110-571600-00000-00-00-00	Tactical Equipment	<u>7,413</u>
		<u>\$ 24,590</u>
		<b>\$49,590</b>

**REVENUE:**

101.00000.469900.00000.00.00.00	Other State Revenues-TEMA	<b>\$ 49,590</b>
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 \_\_\_\_\_  
 County Commissioner

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

<u>Law Enforcement/Public Safety Cmte</u>	For <u>4</u> Against <u>0</u>
<u>Budget Committee</u>	For <u>4</u> Against <u>0</u>

COMMISSION ACTION TAKEN: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

_____ Elaine Anderson, County Clerk	_____ Tommy Little, Commission Chairman
	_____ Rogers Anderson, County Mayor

\_\_\_\_\_  
Date



**RESOLUTION APPROPRIATING AND AMENDING THE 2018-19  
PARKS AND RECREATION DEPARTMENT BUDGET BY \$12,000 – REVENUES  
TO COME FROM DONATIONS**

**WHEREAS,** the Parks and Recreation Department offers a Community Chorus program, and;

**WHEREAS,** the Parks & Recreation Department has received an invitation for the Chorus to perform at Carnegie Hall in the Spring of 2020, and;

**WHEREAS,** there are 60 Chorus members that are interested in performing and each will fund the individual costs for airfare, hotel and performance, and;

**WHEREAS,** this donation is the first of three that will be required from each member so that all costs can be paid-out by the County, and;

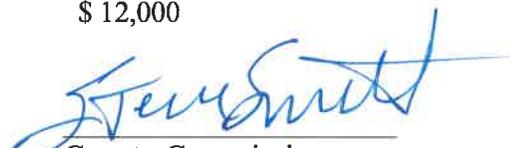
**NOW, THEREFORE, BE IT RESOLVED,** that the 2018-19 Parks and Recreation budget be amended, as follows:

**REVENUES:**

Donations  
(101.00000.486104.00000.00.00.00) \$ 12,000

**EXPENSES:**

Other Contract Services  
(101.56700.539900.00000.00.00.00) \$ 12,000

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Parks & Recreation Committee: For \_\_\_ Against \_\_\_  
Budget Committee: For 4 Against 0  
Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Late Filed Resolution No. 5-19-40  
Requested by: Veteran's Services Officer

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 VETERANS' SERVICES BUDGET BY \$1,612.00 – REVENUES TO COME FROM MEMORIAL BRICK PAVER SALES**

**WHEREAS**, the Williamson County Commission named the triangle of land located at Five Points, Franklin, Tennessee as the Williamson County Veterans Park; and

**WHEREAS**, the dedication of the Veterans monument acknowledged service to county and country by all men and women of Williamson County who have ever responded to our Nation's call to service; and

**WHEREAS**, the Veterans' Services Office has been selling memorial brick pavers to individuals wishing to purchase one in honor or memory of a veteran; and

**WHEREAS**, proceeds from the sale of these brick pavers have been received and need to be appropriated to offset the purchase and installation costs for brick pavers, programs, and other needed supplies for the ceremony;

**NOW, THEREFORE, BE IT RESOLVED**, that the 2018-19 Veterans' Services budget be amended, as follows:

**REVENUES:**

Designation – Veterans' Park Bricks                   **\$ 1,612**  
(101.00000.351410.00000.00.00.00)

**EXPENDITURES:**

Other Supplies & Materials- Veterans' Park   **\$ 1,612**  
(101.58300.549901.00000.00.00.00)

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Budget Committee                   For   4   Against   0  

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-16  
Requested by: Commissioner Ausbrooks  
Commissioner Smith

**RESOLUTION TO LOWER THE SPEED LIMIT ALONG COUNTY ROADS  
LOCATED IN CEDARMONT FARMS SUBDIVISION**

**WHEREAS,** Cedarмонт Farms is a subdivision located entirely in the Twelfth District of Williamson County; and

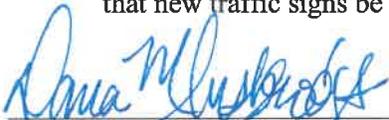
**WHEREAS,** pursuant to *Tennessee Code Annotated*, Section 55-8-153(d), the legislative body of any county is authorized to lower speed limits as it may deem appropriate on any county road within its jurisdiction and such county shall post the appropriate signs depicting the new speed limit; and

**WHEREAS,** in response to requests from residents in Cedarмонт Farms and because of the residential rural character of roads in Cedarмонт Farms, including Bridlewood TR, Cedar Creek Drive, Cedarмонт Drive, Cedarview Lane, Hillside Drive, Ridge View Court, Saddleview Drive, Trail Ridge Drive, Warren Court, and Warren Road, the Highway Superintendent recommends the speed be lowered from 30 mph to 25 mph; and

**WHEREAS,** the Board of Commissioners finds that it is appropriate and in the best interest of the citizens of Williamson County to lower the speed limit along County roads located in the Cedarмонт Farms subdivision from 30 miles per hour to 25 miles per hour:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session on this 13<sup>th</sup> day of May, 2019, pursuant to the authority granted by *Tennessee Code Annotated*, Section 55-8-153(d) and upon the recommendation of the Highway Commission and the Highway Superintendent, reduces the speed limit on County Roads located within Cedarмонт Farms subdivision, to include Bridlewood TR, Cedar Creek Drive, Cedarмонт Drive, Cedarview Lane, Hillside Drive, Ridge View Court, Saddleview Drive, Trail Ridge Drive, Warren Court, and Warren Road from 30 miles per hour to 25;

**AND, BE IT FURTHER RESOLVED,** that the Williamson County Board of Commissioners directs that new traffic signs be installed depicting the new speed limit.

  
\_\_\_\_\_  
Commissioner Dana Ausbrooks

  
\_\_\_\_\_  
Commissioner Steve Smith

**COMMITTEES REFERRED TO AND ACTION TAKEN:**

Highway Commission For 5 Against 0  
Budget Committee For 4 Against 0

Commission Action Taken For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-17  
Requested by: County Mayor

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS COLLECTED FROM THE ONE-HALF PERCENT INCREASE OF THE LOCAL OPTION SALES AND USE TAX AND AMENDING 2018-2019 BUDGET**

**WHEREAS,** the Williamson County Board of Commissioners previously determined that new revenue was needed to pay for increased costs of the educational system in Williamson County; and

**WHEREAS,** a referendum to raise the local option sales and use tax from Two and One-Quarters Percent (2.25%) to Two and Three-Quarters Percent (2.75%) was passed in an election conducted in accordance with Tennessee Code Annotated, Section 2-3-204; and

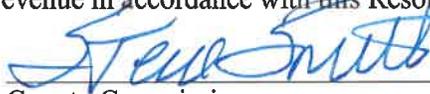
**WHEREAS,** it was previously resolved that the Williamson County Board of Education would dedicate and relinquish its right in the portion of the revenue the Williamson County Board of Education would have otherwise received from the One-Half Percent (0.5%) to be earmarked for the punctual payment of principal and interest on bonds, notes, or other evidence of indebtedness issued for the purpose for which such proceeds are permitted to be spent; and Williamson County and the Williamson County Board of Education entered into a Memorandum of Understanding regarding same; and

**WHEREAS,** as a condition of the Board of Commissioners calling for the referendum to raise the sales and use tax One-Half Percent (0.5%), the incorporated municipalities, with the exception of the City of Fairview, contractually agreed to relinquish its right to receive the non-education part of the municipality's portion of the sales and use tax revenue increase to be used subject to the interlocal agreements;

**WHEREAS,** Williamson County intends to expend the revenue collected from the portion of the local option sales and use tax for the payment of principal and interest on bonds, notes, or other evidence of indebtedness issued for the purposes for which such proceeds are permitted to be spent:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2019, hereby authorizes and directs the Williamson County Budget Director to do all acts necessary to transfer, amend, and expend the revenue collected from the increased sales and use tax in accordance with the interlocal agreements with the Municipalities and the Memorandum of Understanding with the Williamson County Board of Education for the remaining fiscal year 2018-2019, to pay principal and interest on bonds, notes, or other evidence of indebtedness issued for the purpose for which such proceeds are permitted to be spent.

**AND BE IT FURTHER RESOLVED,** that the Williamson County Board of Commissioners hereby authorizes the Williamson County Budget Director to amend the fiscal year 2018-2019 budget to reflect the expenditure of said sales and use tax revenue in accordance with this Resolution.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Tax Study Committee: For      Against       
Budget Committee For 4 Against 0 \*As Amended  
County Commission For      Against     

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

\*As amended - change the first WHEREAS to read as follows:

WHEREAS, the Williamson County Board of Commissioners previously determined that new revenue was needed to pay for increased costs of the educational system within Williamson County's Board of Education; and

FILED 4/29/19  
ENTERED 11:50 a.m.  
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 5-19-18  
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A GRANT PROPOSAL WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR STATE PROJECT # 94015-1234-04, INTERSECTION AT MURRAY LANE AND HILLSBORO ROAD**

**WHEREAS,** Williamson County ("County") is a local governmental entity of the State of Tennessee and, as such, is authorized to enter into grant agreements with state and federal agencies upon approval by its legislative body; and

**WHEREAS,** Williamson County received a grant proposal for state project # 94015-1234-04 for a road improvement project described as "State Route 106, intersection at Murray Lane, L.M. 22.70"; and

**WHEREAS,** the grant does not require matching funding; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the grant proposal with the Tennessee Department of Transportation:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, authorizes the Williamson County Mayor to sign the proposal with the Tennessee Department of Transportation, as well as all other related documents necessary to accept the grant proposal for state project #94015-1234-04;

**AND BE IT FURTHER RESOLVED** that a certified copy be returned to the Tennessee Department of Transportation along with a signed copy of the proposal.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Highway Commission For 5 Against 0 Pass \_\_\_ Out \_\_\_

Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

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# STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING

## WILLIAMSON COUNTY

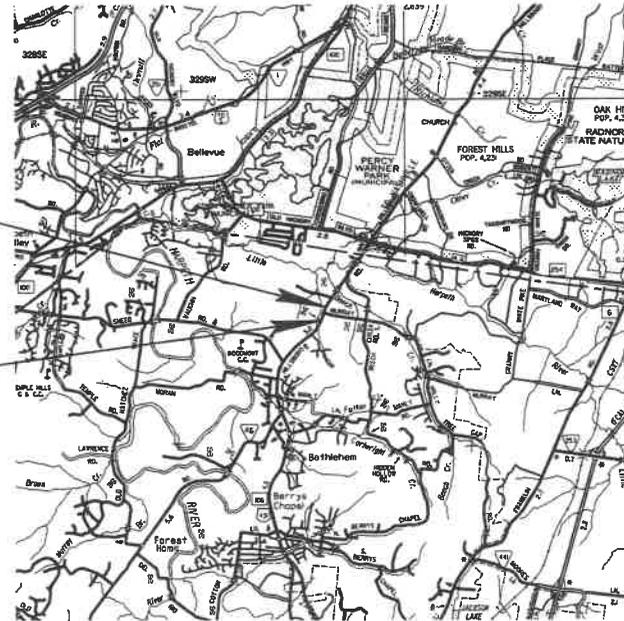
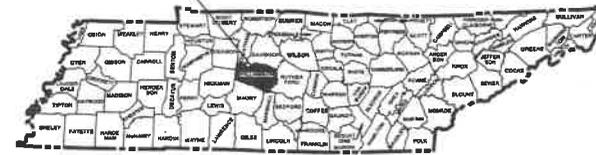
S.R. 106 (U.S. 431), INTERSECTION AT MURRAY LANE, LM 22.70

### RIGHT-OF-WAY GRADING, DRAINAGE, TURN LANES, GUARDRAIL, STRIPING

STATE HIGHWAY NO. 106 F.A.H.S. NO. 431

TENN.	YEAR	SHEET NO.
	2018	1
STATE PROJ. NO.	94015-2234-04	

PROJECT LOCATION



END PROJECT NO. 94015-2234-04 R.O.W.  
STA. 33+75.79  
N 819127.5596 E 1709886.1885

BEGIN PROJECT NO. 94015-2234-04 R.O.W.  
STA. 26+50.00  
N 618497.2822 E 1709475.0754

#### SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT CE MANAGER 1: ASO HAWRAM, P.E.  
DESIGNER: NICK KWIAZEWYCZ CHECKED BY: SETH BRADLEY  
P.E. NO. 94015-1234-04 (DESIGN)  
PIN NO. 101789.01

R.O.W. LENGTH 0.137 MILES

NO EXCLUSIONS

R.O.W.  
PLANS

**ATTENTION**  
These Plans Have  
Been Reduced And  
ARE NOT TO SCALE SHOWN



#### MURRAY LANE

TRAFFIC DATA	
ADT (2019)	6530
ADT (2039)	9630
DHV (2039)	1175
D	60 - 40
T (ADT)	2 %
T (DHV)	1 %
V	45 MPH

APPROVED: *Paul D. Degges*  
PAUL D. DEGGES, CHIEF ENGINEER

DATE: \_\_\_\_\_  
APPROVED: *John Schroer*  
JOHN SCHROER, COMMISSIONER

SURVEY 11-17-17		TRAFFIC DATA	
UPDATED 04-28-18	ADT (2018)	16220	
	ADT (2039)	23730	
	DHV (2039)	2589	
	D	55 - 45	
	T (ADT)	7 %	
	T (DHV)	5 %	
	V	55 MPH	

STATE PLANE COORDINATES ARE BASED ON GPS MEASUREMENTS OBTAINED 2017 USING GEOID 98 MODEL AND DATUM ADJUSTMENT FACTOR OF 1.00006

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

APPROVED: \_\_\_\_\_  
DIVISION ADMINISTRATOR DATE

Resolution No. 5-19-19  
Requested by: Williamson Medical Center

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A  
LICENSE AGREEMENT WITH WILLIAMSON COUNTY HOSPITAL DISTRICT D/B/A  
WILLIAMSON MEDICAL CENTER TO PROVIDE STORAGE  
FOR DISASTER RECOVERY EQUIPMENT**

**WHEREAS,** Williamson County, Tennessee (“County”) has the authority to license space in a County owned building upon such terms as in the judgment of the governing body are in the interests of the County;

**WHEREAS,** the County owns property at 304 Beasley Drive, Franklin, Tennessee 37064, commonly referred to as the Williamson County Public Safety Center;

**WHEREAS,** Williamson County Hospital District d/b/a Williamson Medical Center has requested to store its disaster recovery equipment at the Williamson County Public Safety Center;

**WHEREAS,** The Williamson County Public Safety Center has the capacity and space to store said equipment;

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a license agreement with Williamson County Hospital District d/b/a Williamson Medical Center:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of May, 2019, authorizes the Williamson County Mayor to execute a license agreement with Williamson County Hospital District d/b/a Williamson Medical Center for the storage of disaster recovery equipment.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-20  
Requested by: Commissioners Williams & Morton

**RESOLUTION OF THE GOVERNING BODY OF WILLIAMSON COUNTY SUPPORTING PROPOSED HOUSE RESOLUTION HJR0134 AND REQUESTING THE NATIONAL PARK SERVICE TO INSTALL BARRIERS ON THE NATCHEZ TRACE BRIDGE THAT EXTENDS OVER HIGHWAY 96 WEST IN WILLIAMSON COUNTY**

- WHEREAS,** the Natchez Trace Parkway is a National Parkway that extends from Natchez Mississippi to Nashville, Tennessee; and
- WHEREAS,** the Natchez Trace Parkway roughly travels the same path used by Native Americans and early settlers; and
- WHEREAS,** the Natchez Trace Parkway Bridge spans 1,648 feet and is across Highway 96; and
- WHEREAS,** since the year 2000, thirty-two people have committed suicide by leaping from the Natchez Trace Parkway Bridge; and
- WHEREAS,** HJR0134, sponsored by Representative Sam Whitson, recognizes the devastating suicidal health events at the Natchez Trace Parkway Bridge and requests the National Park Service to install barriers on the Natchez Trace Parkway Bridge; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of its citizens to express its support for HJR0134;

**NOW, THEREFORE, BE IT RESOLVED,** by action of the Board of Commissioners, meeting in regular session this 13<sup>th</sup> day of May, 2019, expresses its support for HJR0134 sponsored by Representative Sam Whitson and to request the National Park Service to install barriers along the length of the Natchez Trace Parkway Bridge;

**AND BE IT FURTHER RESOLVED,** that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk's Office to mail a copy of this resolution to Williamson County's representatives in the General Assembly and to the National Park Service.

  
Matt Williams - County Commissioner

  
Charles Morton - County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Highway Commission	For <u>5</u>	Against <u>0</u>		
Law Enforcement/Public Safety	For <u>4</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-21  
Requested by: Register of Deeds

**RESOLUTION REQUESTING THAT THE GENERAL ASSEMBLY AMEND  
LEGISLATION TO EXEMPT WILLIAMSON COUNTY GOVERNMENT  
FROM REGISTER OF DEED'S FILING AND REGISTERING FEES**

- WHEREAS, the Williamson County Register of Deeds is entitled to demand and receive for their services in registering, document filing fees in such amounts as defined by the Tennessee General Assembly; and
- WHEREAS, with a few exceptions, no person, private entity, or governmental entity is exempt from the requirement to pay the Register of Deeds filing and registering fees; and
- WHEREAS, Tennessee Code Annotated, Section 8-21-1001(h) exempts Anderson and Shelby Counties by population class from paying the Register's fee if approved by a two-thirds majority vote of their respective legislative body; and
- WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of its citizens to request the Tennessee General Assembly to amend current legislation to exempt Williamson County from paying recording fees for documents filed with the Register of Deeds Office:

**NOW, THEREFORE, BE IT RESOLVED**, by action of the Board of Commissioners, meeting in regular session, this 13<sup>th</sup> day of May 2019, requests the General Assembly of the State of Tennessee to amend Tennessee Code Annotated, Section 8-21-1001(h)(1) to exempt Williamson County by population classification from all recording fees for official governmental documents filed on behalf of Williamson County as follows;

Recommend amending Tennessee Code Annotated, Section 8-21-1001(h)(1) to include Williamson County by population as follows:

In any county having a population of not less than seventy-one thousand three hundred (71,300) nor more than seventy-one thousand four hundred (71,400), or in any county having a population of not less than one hundred twenty-six thousand, six hundred (126,600) nor more than one hundred twenty-six thousand seven hundred (126,700) or in any county having a population of not less than eight hundred ninety-seven thousand four hundred (897,400) nor more than eight hundred ninety-seven thousand five hundred (897,500), according to the 2000 federal census or any subsequent federal census, the register shall waive and exempt all recording fees for official government documents filed on behalf of the county by county public officials in the course of their official duties

**AND BE IT FURTHER RESOLVED**, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk's Office to mail a copy of this resolution to the Williamson County representatives in the Tennessee General Assembly.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Tax Study Committee:	For _____	Against _____		
Budget Committee:	For <u>4</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-22  
Requested by: Public Safety Department

**RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF A 1989 CHEVROLET SILVERADO AND A 1986 FORD A6 FIRE ENGINE TO THE HICKMAN COUNTY TENNESSEE GOVERNMENT AND AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE ALL DOCUMENTATION NEEDED TO COMPLETE THE CONVEYANCE**

**WHEREAS,** *Tennessee Code Annotated, Section 12-2-420*, provides that a county legislative body may convey surplus personal property to other governmental entities by sale, gift, trade, or barter upon such terms as the county legislative body may authorize, without public advertisement or competitive bidding; and

**WHEREAS,** the Public Safety Department requests the Board of Commissioners to surplus a 1989 Chevrolet Silverado, Vehicle Identification Number 1GCGK24K8KE251595 with approximately 49,020.8 miles, to donate to the Hickman County Tennessee Government; and

**WHEREAS,** the Public Safety Department requests the Board of Commissioners to surplus a 1986 Ford A6 Fire Engine, Identification Number 1FDYD80U9GVA21771, with approximately 23,303 miles, to donate to the Hickman County, Tennessee Government ; and

**WHEREAS,** the Hickman County Government agrees to use the vehicles for a public purpose and will accept both vehicles "as is"; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to surplus these vehicles and authorizes the Williamson County Mayor to execute all documentation needed to donate the vehicles to the Hickman County, Tennessee Government:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, on behalf of the Williamson Public Safety Department, surpluses a 1989 Chevrolet Silverado (Vehicle Identification Number 1GCGK24K8KE251595) with approximately 49,020.8 miles and a 1986 Ford A6 Fire Engine (Vehicle Identification Number 1FDYD80U9GVA21771) with approximately 23,303 miles, and authorizes the Williamson County Mayor to execute all documentation necessary to donate and convey the vehicles to the Hickman County Tennessee Government.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/ Public Safety Committee	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Property Committee	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>

Commission Action Taken: For      Against      Pass      Out     

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-23  
Requested by: Public Safety Department

**RESOLUTION DECLARING CERTAIN WILLIAMSON COUNTY OWNED  
EQUIPMENT SURPLUS PROPERTY AND AUTHORIZING  
THE SALE OF THE EQUIPMENT**

**WHEREAS**, Williamson County is subject to the County Purchasing Law of 1957 which is codified at *Tennessee Code Annotated, Section 5-14-101 et. seq.*; and

**WHEREAS**, pursuant to *Tennessee Code Annotated, Section 5-14-108*, prior to selling property owned by the County, the Board of Commissioners must first declare the property surplus, obsolete or unusable; and

**WHEREAS**, the Board of Commissioners has determined that the two towers located behind the Williamson County Administrative Complex at 1320 West Main Street are unneeded or unusable and, as such, are declared surplus; and

**WHEREAS**, the Williamson County Board of Commissioners, finding it in the interest of the citizens of Williamson County, declare the towers as surplus and directs the disposal of the towers by sealed bid or other permissible means:

**NOW, THEREFORE, BE IT RESOLVED**, that the Williamson County Board of Commissioners meeting on this the 13<sup>th</sup> day of May, 2019, declares the towers located behind the Williamson County Administrative Complex either unneeded or unusable in its current condition and declares the equipment surplus property and authorizes the Williamson County Purchasing Agent to dispose of the equipment by sealed bid or other permissible means, in accordance with the Williamson County Purchasing Policy and Procedures.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>5</u>	Against <u>0</u>		
Law Enct/Public Safety Cmte	For <u>4</u>	Against <u>0</u>		
Budget Committee	For <u>4</u>	Against <u>0</u>		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson - County Mayor

\_\_\_\_\_  
Date

JW

Resolution No. 5-19-24  
Requested by: Public Safety

**RESOLUTION ACCEPTING A CONDITIONAL DONATION OF REAL PROPERTY  
LOCATED AT 1140 INCINERATOR ROAD, WILLIAMSON COUNTY, TENNESSEE  
FROM FRIENDS OF WIRELESS, INC.**

**WHEREAS,** Tennessee Code Annotated, Section 5-8-101, provides that a county government may accept donations of money, intangible personal property, tangible personal property, and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and

**WHEREAS,** Friends of Wireless, Inc. is the rightful owner of approximately 1.12 acres of real property located at 1140 Incinerator Road, Williamson County, Tennessee, Map 091, Parcel 09400; and

**WHEREAS,** Friends of Wireless, Inc. has expressed their intent to generously donate real property located at 1140 Incinerator Road, Williamson County, Tennessee on behalf of its Office of Public Safety; and

**WHEREAS,** Williamson County desires to accept the donation of this property located at 1140 Incinerator Road, Williamson County, Tennessee; Map 091, Parcel 09400; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the generous donation of real property located at 1140 Incinerator Road, Williamson County, Tennessee, Map 091, Parcel 09400 from Friends of Wireless, Inc.:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, accepts the generous conditional donation of real property located at 1140 Incinerator Road, Williamson County, Tennessee, further described as Map 091, Parcel 09400 from Friends of Wireless, Inc. to be used in part for radio communications.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0 Pass \_\_\_ Out \_\_\_  
Budget Committee For 4 Against 0 Pass \_\_\_ Out \_\_\_

Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Thomas Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-25  
Requested by: County Office of Public Safety

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A LICENSE AGREEMENT WITH WALNUT GROVE FARMS TO PROVIDE ACCESS TO ADJOINING PROPERTY TO BE FARMED**

**WHEREAS,** Williamson County, Tennessee ("County") recently purchased property at the corner of Thompson's Station Road West and Carters Creek Pike;

**WHEREAS,** the property is approximately 12 acres and is located at 1935 Thompson's Station Road West, Thompson's Station, Tennessee ("Property"); and

**WHEREAS,** Walnut Grove Farms property adjacent to the Property and has requested permission to access the adjacent property by use of a dirt road that crosses the Property from Thompson's Station Road West as is further shown on the attached map; and

**WHEREAS,** use of the dirt road access at this time does not hinder the County's use of the Property but should the use interfere with the County's intended use of the Property in any way, the license agreement will be terminated; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a license agreement with Walnut Grove Farms:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, authorizes the Williamson County Mayor to execute a license agreement with Walnut Grove Farms for use of a dirt road to cross property owned by Williamson County described as Tax Map 130 Parcel 34.03 as further described on the attached map to access adjacent property for farming purposes.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0  
Law Enforcement/ Public Safety Committee For 4 Against 0

Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-26  
Requested by: County Mayor's Office

**A RESOLUTION SETTING THE WILLIAMSON COUNTY HOTEL-MOTEL TAX RATE FOR  
THE 2019-2020 FISCAL YEAR**

**WHEREAS,** pursuant to *Tennessee Code Annotated, Sections 67-4-1401 et.seq.*, the Tennessee General Assembly enacted a private act referenced as the Williamson County Hotel-Motel Tax Act, Williamson County Private Acts of 1979, Chapter 114, as amended and Private Acts of 1994, Chapter 108, as amended, which was duly adopted by the Williamson County Board of Commissioners by a 2/3 majority vote; and

**WHEREAS,** the current tax rate established, pursuant to the Williamson County Hotel-Motel Tax Act, is four percent (4%); and

**WHEREAS,** the Williamson County Board of Commissioners is authorized by the Private Act to levy the Hotel-Motel Tax at a rate not to exceed four percent (4%) upon the privilege of occupancy in any hotel-motel room located within Williamson County, Tennessee; and

**WHEREAS,** the Williamson County Hotel-Motel Tax Act requires that the tax rate be set annually prior to the July term by the Williamson County Board of Commissioners; and

**WHEREAS,** the Williamson County Board of Commissioners intends to continue to levy the tax at the rate of four percent (4%) for the fiscal year 2019-2020:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session on this the 13<sup>th</sup> day of May, 2019, hereby sets the current rate for the privilege of occupancy of any hotel-motel room located within the incorporated and unincorporated areas of Williamson County at the same rate of four percent (4%) of the consideration paid for the use of a hotel-motel room for the fiscal year 2019-2020.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Tax Study Committee: For      Against      Pass      Out       
Budget Committee: For   4   Against   0   Pass      Out       
Commission Action Taken: For      Against      Pass      Out     

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**Resolution No. 5-19-27**  
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WILLIAMSON MEDICAL CENTER FOR ITS CONTRIBUTION FOR THE COST OF FORENSIC MEDICAL INVESTIGATOR SERVICES**

- WHEREAS,** the parties are authorized to jointly execute agreements with each other for the purpose of permitting the county and municipality to jointly pay for needed forensic services, or which is otherwise, desirable and necessary services or functions, under such terms as may be agreed upon by the parties' respective governing bodies; and
- WHEREAS,** Williamson County is currently under contract with Forensic Medical Management for the joint cost for the provision of Medical Investigator services for Williamson County; and
- WHEREAS,** Williamson County desires to acquire medical and forensic investigator services on a continual 24-hour, 7 day a week basis from Forensic Medical Management as needed; and
- WHEREAS,** Williamson Medical Center has agreed to share in the cost of the forensic medical services; and
- WHEREAS,** the Williamson County Board of Commissioners has determined the necessity of an agreement which divides the cost for the provision of medical forensic services between Williamson County and Williamson Medical Center.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor to execute an Interlocal Agreement and all other related documents with Williamson Medical Center to accept periodic reimbursement payments for the cost of medical and investigational forensic services on an as needed basis.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee	For <u>5</u>	Against <u>0</u>		
Budget Committee	For <u>4</u>	Against <u>0</u>		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-28  
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE COLLEGE GROVE SENIOR CITIZENS FOR SPACE IN FACILITY LOCATED AT 8607 HORTON HIGHWAY, COLLEGE GROVE, TENNESSEE**

- WHEREAS,** Williamson County, Tennessee ("County") is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Section 7-51-901 et. seq. to enter into lease agreements upon such terms as the Board of Commissioners deems appropriate; and
- WHEREAS,** Williamson County owns improved real property located at 8607 Horton Highway, College Grove, Tennessee; and
- WHEREAS,** College Grove Senior Citizens currently use part of the facility located at 8607 Horton Highway, College Grove, Tennessee, through a lease agreement which cannot be renewed; and
- WHEREAS,** College Grove Senior Citizens has requested that a new lease agreement be executed to provide for an initial one year term with four options to extend to permit it to continue to occupy part of the facility located at 8607 Horton Highway, College Grove, Tennessee; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with College Grove Senior Citizens so they can continue to use part of the facility located at 8607 Horton Highway, College Grove, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, authorizes the Williamson County Mayor to execute a lease agreement with the College Grove Senior Citizens, as well as all other related documents necessary for it to continue to lease the area in the facility located at 8607 Horton Highway, College Grove, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0 Pass \_\_\_\_ Out \_\_\_\_

Commission Action Taken: For \_\_\_\_ Against \_\_\_\_ Pass \_\_\_\_ Out \_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-29  
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR  
TO ENTER INTO A LEASE AGREEMENT WITH THE  
BETHESDA SENIOR CITIZENS CENTER FOR USE OF OFFICE SPACE**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease county owned property upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property located at 4905 Bethesda Road, Thompson's Station, Tennessee; and

**WHEREAS,** the Bethesda Senior Citizens Center currently uses part of the facility located at 4905 Bethesda Road, Thompson's Station, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** the Bethesda Senior Citizens Center has requested a new lease agreement to be executed to provide for an initial one year term with four options to extend to permit it to continue to occupy part of the facility located at 4905 Bethesda Road, Thompson's Station, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Bethesda Senior Citizens Center so they can continue to use part of the facility located at 4905 Bethesda Road, Thompson's Station, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor to execute a lease agreement with the Bethesda Senior Citizens Center, as well as all other related documents necessary for it to continue to lease part of the facility that it is currently occupying at 4905 Bethesda Road, Thompson's Station, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date



Resolution No. 5-19-31  
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR  
TO ENTER INTO A LEASE AGREEMENT WITH THE  
WAVES, INCORPORATED FOR USE OF OFFICE SPACE IN FRANKLIN, TENNESSEE**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease county owned property upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property located at 1405 Brookwood Avenue, Franklin, Tennessee; and

**WHEREAS,** Waves, Incorporated currently uses Office B of 1405 Brookwood Avenue, Franklin, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** Waves, Incorporated has requested a new lease agreement to be executed to provide for an initial one year term with four options to extend to permit it to continue to occupy Office B of 1405 Brookwood Avenue, Franklin, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Waves, Incorporated so they can continue to use Office B of 1405 Brookwood Avenue, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor to execute a lease agreement with Waves, Incorporated, as well as all other related documents necessary for it to continue to lease Office B of 1405 Brookwood Avenue, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-32  
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR  
TO ENTER INTO A LEASE AGREEMENT WITH THE  
WAVES, INCORPORATED FOR USE OF OFFICE SPACE IN FAIRVIEW, TENNESSEE**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease county owned property upon such terms as the Board of Commissioners deems appropriate; and

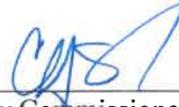
**WHEREAS,** Williamson County owns improved real property located at 2714 Fairview Boulevard, Fairview, Tennessee;

**WHEREAS,** Waves, Incorporated currently uses Suite 213 of 2714 Fairview Boulevard, Fairview, Tennessee, through a lease agreement which cannot be renewed;

**WHEREAS,** Waves, Incorporated has requested a new lease agreement to be executed to provide for an initial one year term with four options to extend to permit it to continue to occupy Suite 213 of 2714 Fairview Boulevard, Fairview, Tennessee;

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Waves, Incorporated so they can continue to use Suite 213 of 2714 Fairview Boulevard, Fairview, Tennessee;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor to execute a lease agreement with Waves, Incorporated, as well as all other related documents necessary for it to continue to lease Suite 213 of 2714 Fairview Boulevard, Fairview, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-33  
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF FRANKLIN/WILLIAMSON COUNTY FOR USE OF OFFICE SPACE**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease county owned property upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property at 129 West Fowlkes Street, Franklin, Tennessee, commonly known as the Community Services Building; and

**WHEREAS,** the Boys and Girls Club of Franklin/Williamson County ("Boys and Girls Club") currently uses Suite 1000 of 129 West Fowlkes Street, Franklin, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** the Boys and Girls Club has requested a new lease agreement to be executed to provide for an initial one year term with four options to extend to permit it to continue to occupy Suite 1000 of 129 West Fowlkes Street, Franklin, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to enter into a lease agreement with Boys and Girls Club so they can continue to use Suite 1000 of 129 West Fowlkes Street, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor County Mayor to execute a lease agreement, with the Boys and Girls Club of Franklin/Williamson County, as well as all other related documents for it to continue to lease Suite 1000 in the Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-34  
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY FOR USE OF OFFICE SPACE**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease county owned property upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property at 129 West Fowlkes Street, Franklin, Tennessee, commonly known as the Community Services Building; and

**WHEREAS,** Community Housing Partnership of Williamson County currently uses Suite 124 of 129 West Fowlkes Street, Franklin, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** Community Housing Partnership of Williamson County has requested a new lease agreement to be executed to provide for an initial one year term with four options to extend to permit it to continue to occupy Suite 124 of 129 West Fowlkes Street, Franklin, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to enter into a lease agreement with Community Housing Partnership of Williamson County so they can continue to use Suite 124 of 129 West Fowlkes Street, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor County Mayor to execute a lease agreement, with Community Housing Partnership of Williamson County, as well as all other related documents for it to continue to lease Suite 124 in the Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee For 5 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-35  
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR  
TO ENTER INTO A LEASE AGREEMENT WITH THE  
COMMUNITY CHILD CARE, INCORPORATED**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to enter into lease agreements for property owned by Williamson County upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property located at 129 West Fowlkes Street, Franklin, Tennessee; and

**WHEREAS,** Community Child Care, Incorporated currently uses Suite 1270 of 129 Fowlkes Street, Franklin, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** Community Child Care, Incorporated has requested a new lease agreement to be executed to provide for an initial one year term with four options to extend to permit it to continue to occupy Suite 1270 of 129 Fowlkes Street, Franklin, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Community Child Care, Incorporated so they can continue to use Suite 1270 of 129 Fowlkes Street, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor to execute a lease agreement with Community Child Care, Incorporated, as well as all other related documents necessary for it to continue to lease Suite 1270 in the Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**  
Property Committee For 5 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

FILED 4/29/19  
ENTERED 11:50 a.m.  
ELAINE ANDERSON, COUNTY CLERK

Resolution No. 5-19-36  
Requested by: County Mayor

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO  
EXECUTE A LEASE AGREEMENT WITH THE GEAR FOUNDATION, INC.  
AND THE BOOK HIVE, LLC**

**WHEREAS,** pursuant to Tennessee Code Annotated § 5-7-116, a county may lease existing buildings owned by the county to any person, corporation, partnership, or association for such consideration and upon such terms as in the judgment of the County Commission are in the interests of the County; and

**WHEREAS,** Williamson County owns improved real property located at 300 Beasley Drive, Units 101-103, Franklin, Tennessee, and being certain property identified on Tax Map 090B, Control Map 090G, Group C, Parcel 021.00, SI 002; and

**WHEREAS,** The Gear Foundation, Inc. and The Book Hive, LLC have leased Unit 103 from Williamson County for the past twenty-four months and desire to continue to lease Unit 103 from Williamson County for a term not to exceed one year; and

**WHEREAS,** finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the Williamson County Mayor the authority to enter into a lease agreement with The Gear Foundation, Inc. and The Book Hive, LLC:

**NOW THEREFORE, BE IT RESOLVED,** that the Board of Commissioners, meeting in regular session this the 13<sup>th</sup> day of May, 2019, hereby authorizes the Williamson County Mayor to execute a lease agreement with The Gear Foundation, Inc. and The Book Hive, LLC, and any future amendments, addendums, and other documents for the lease of Unit 103 located at 300 Beasley Drive, Franklin, Tennessee and further identified on Tax Map 090B, Control Map 090G, Group C, Parcel 021.00, SI 002.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee: For 5 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 5-19-37  
Requested by: Sheriff's Department

**RESOLUTION AUTHORIZING THE COUNTY MAYOR  
TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION & WILLIAMSON COUNTY FOR A  
TRASH COLLECTING GRANT FOR FISCAL YEAR 2019-20**

**WHEREAS,** Williamson County intends to apply for a Litter and Trash Collecting Grant from the Tennessee Department of Transportation; and,

**WHEREAS,** the contract for 2019-20 will impose certain legal obligations upon Williamson County; and,

**WHEREAS,** the 2019-20 County General budget reflects revenues and expenditures totaling \$93,500 for this program of which \$28,050 is required to be used for litter education; and

**NOW, THEREFORE, BE IT RESOLVED,** by the Legislative Body of Williamson County, meeting in regular session this the 13th day of May, 2019, that the County Mayor of Williamson County is authorized to apply on behalf of Williamson County for a Litter and Trash Collecting Grant for 2019-20 from the Tennessee Department of Transportation; and,

**BE IT FURTHER RESOLVED,** upon State approval of said application by the Tennessee Department of Transportation, the County Mayor of Williamson County is authorized to execute contracts or other necessary documents and/or subsequent amendments, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Williamson County.

  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enfcct/Public Safety Cmte. For 4 Against 0  
Budget Committee For 4 Against 0

Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little - Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson - County Mayor

\_\_\_\_\_  
Date

**A RESOLUTION APPROVING AMENDMENTS TO WILLIAMSON MEDICAL CENTER BOARD OF TRUSTEES BYLAWS**

**WHEREAS,** The Williamson Medical Center Board of Trustees has adopted amendments to the Board of Trustees Bylaws reflecting changes to the election of Trustees and officer terms to provide more effective representation of the entire county;

**WHEREAS,** The members of the Williamson County Board of Commissioners elect members of the Williamson Medical Center Board of Trustees to the positions established in the Board Bylaws;

**WHEREAS,** The Williamson Medical Center Board of Trustees requests that the Williamson County Board of Commissioners approve the amendments to the Board of Trustees bylaws as they relate to election of Trustees.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session on this 13<sup>th</sup> day of May, 2019, hereby approves the amendments to the election of Trustees as specified in the Williamson Medical Center Board of Trustees Bylaws, and more specifically as follows:

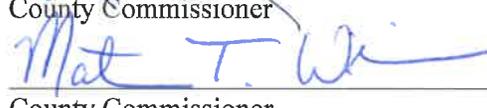
Section 3.6(A): Five (5) members of the Board of Trustees will be elected by the Williamson County Commission from the nominees submitted by the Board of Trustees or as otherwise nominated by the Commission as provided in Section 5 of the *Private Act of 1957*. Nominations for these five (5) Trustees will be made by the Board of Trustees after consideration, in its sole discretion, of appropriate geographic representation of the county.

Section 3.6(B): Four (4) members of the Board of Trustees will be County Commissioners elected by the Williamson County Commission at large from any of the twelve County Legislative (voting) Districts. No two (2) County Commissioners elected as members of the Board of Trustees shall reside in the same County Legislative District. It is the expectation of the Board that a County Commissioner shall resign his/her membership on the Board of Trustees concurrently with the expiration or termination of his/her term of office as a county commission or resignation from the county commission.

**AND BE IT FURTHER RESOLVED,** that the elections from the date of adoption of this resolution will be made pursuant to the above position descriptions;

**AND BE IT FURTHER RESOLVED,** These amendments shall take effect upon the passage, the public welfare requiring it.

  
\_\_\_\_\_  
County Commissioner  
  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner  
  
\_\_\_\_\_  
County Commissioner  
  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

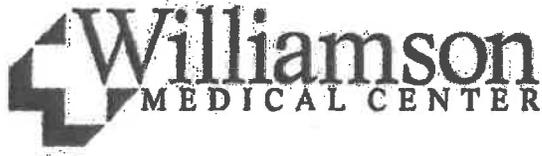
Public Health: For 4 Against 1  
Tax Study Committee For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_  
Budget Committee For 4 Against 0 Pass \_\_\_ Out \_\_\_  
Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Elaine Anderson, County Clerk

\_\_\_\_\_  
Tommy Little, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date



**BYLAWS OF THE BOARD OF TRUSTEES  
OF WILLIAMSON COUNTY HOSPITAL DISTRICT D/B/A  
WILLIAMSON MEDICAL CENTER**

*REVISED February 2019*

**ARTICLE I**

**GENERAL SCOPE**

Be it resolved by the Board of Trustees of Williamson County Hospital District/ d/b/a Williamson Medical Center that the Bylaws set out below shall be the general Bylaws of the hospital and shall govern the transaction of the business and affairs of the hospital.

The provisions of Private Act No. 360, passed by the Tennessee General Assembly and adopted February 21, 1957, and as subsequently amended, entitled Chapter No. 107, Private Act No. 1957, and the authority therein conferred upon the Board of Trustees of the Williamson County Hospital District d/b/a Williamson Medical Center, and the regulations and duties therein prescribed, shall at all times be adhered to in providing, operating and managing said hospital, which will do business under the name of Williamson County Hospital District d/b/a Williamson Medical Center, and these Bylaws are adopted in accordance with the authority granted by the above Act.

The Statement of Mission, Vision and Values guiding the overall mission of Williamson County Hospital District d/b/a Williamson Medical Center are as follows:

**MISSION**

- Williamson County Hospital District d/b/a Williamson Medical Center exists to meet the

healthcare needs of the communities we serve.

**VISION**

- Williamson County Hospital District d/b/a Williamson Medical Center strives to be the preferred provider of healthcare services to the residents of Williamson County, and the acute care center of excellence for the surrounding region.

**VALUES:**

The mission and vision take on our human nature when expressed in our values:

- We will respect the needs and value the dignity of every individual, including our patients, employees, physicians, and our partners.
- We will promote the health and total well-being of all people by providing access to necessary healthcare services, regardless of ability to pay.
- We will combine clinical expertise with human compassion.
- We will create customer value through a commitment to deliver clinical quality, customer service, and cost efficiency in every service line we offer.
- We will demonstrate integrity and stewardship to earn the trust and support of residents and employers within the communities we serve.

**ARTICLE II**

**2.1 FISCAL YEAR**

The hospital year shall commence on the first day of July in each year and end with the last day of June following. The Board shall adopt a budget by no later than July 1 of each new fiscal year and shall submit the same to the Williamson County Commission. Reports to be filed in compliance with Section 9 of Private Act 1957 as amended shall be prepared by the Chief Executive Officer, approved by the Board, and submitted to the Williamson County Commission.

## **ARTICLE III**

### **REGULAR AND SPECIAL MEETINGS OF THE BOARD OF TRUSTEES**

#### **3.1 REGULAR MEETINGS**

The Board of Trustees shall hold a regular meeting at the hospital on the fourth Thursday of each month, or at another place and time designated by the Chairperson.

#### **3.2 SPECIAL MEETINGS**

The Chairperson may call a special meeting or a special meeting may be called when the Chairperson receives a written request from three (3) members of the Board of Trustees. Written notice of special meetings shall be distributed either by mail, email or facsimile to each member of the Board at least five (5) days before the date of such special meeting. This notice shall state the business for the transaction of which the special meeting has been called, and no business other than that stated in the notice shall be transacted at such special meeting. Meetings may be held at any time upon waiver of notice signed by all Board members.

#### **3.3 MINUTES**

Minutes of each regular and special called meeting of the Board of Trustees will be recorded. The original copy shall be maintained in the Administrative Offices. The minutes shall be available to all members of the Board. Committees of the Board shall maintain separate minutes of their proceedings. All such minutes shall be confidential to the extent permitted by law.

#### **3.4 QUORUM**

A majority of the members of the Board of Trustees shall constitute a quorum at any regular or duly called meeting. If at any meeting a quorum is not present, those present may adjourn the meeting until such date and hour as a quorum may be had. After a quorum has been established, the subsequent withdrawal of Trustees present to fewer than the number required for a quorum shall not affect the validity of any action taken. A Trustee shall not be deemed present at a meeting for purposes of a quorum if he/she participated by conference telephone, speaker telephone, or other

method by which all persons participating in the meeting can hear one another at the same time. No Board member may deliberate or vote as to any issue involving physician credentialing, corrective action or medical care evaluation, unless personally present.

**3.5 ATTENDANCE**

Board members shall be required to attend at least seventy-five (75%) percent of all regular Board meetings during each fiscal year. If this Bylaw is not complied with then the Board may make such inquiries and take such action as they deem appropriate. The Chief Executive Officer or his designee shall attend all meetings of the Board of Trustees, both regular and special meetings.

**3.6 MEMBERSHIP**

Nomination by the Board for membership on the Williamson County Hospital District d/b/a Williamson Medical Center Board of Trustees shall be in compliance with Section 3, 4, 5, and 6 of the Private Act of 1957 as amended. The selection of all trustees other than the County Mayor's representative and the Medical Staff members will be accomplished in the following manner:

- A. Five (5) members of the Board of Trustees will be elected by the Williamson County Commission from the nominees submitted by the Board of Trustees or as otherwise nominated by the Commission as provided in Section 5 of the Private Act of 1957. Nominations for these five (5) Trustees will be made by the Board of Trustees after consideration, in its sole discretion, of appropriate geographic representation of the county.
- B. Four (4) members of the Board of Trustees will be County Commissioners elected by the Williamson County Commission at large from any of the twelve County Legislative (voting) Districts. No two (2) County Commissioners elected as members of the Board of Trustees shall reside in the same County Legislative District. It is the expectation of the Board that a County Commissioner shall resign his/her membership on the Board of Trustees concurrently with the expiration or termination of his/her term of office as a county commissioner or resignation from the county commission.
- C. Two physician members may serve on the Board of Trustees, the first is the immediate

past Chief of Staff or his designee; if he/she does not choose to serve then an Active Staff physician member will be elected by the Medical Staff. The second is an Active Medical Staff member who is selected from three candidates nominated by the Medical Executive Committee and presented to the Board of Trustees. The Board of Trustees will nominate one Medical Staff member for approval by the County Commission from the three presented by the Medical Executive Committee.

- D. The Board of Trustees may, from time to time, select individuals to serve as emeritus members of the Board of Trustees. Such individuals shall not be considered members of the Board of Trustees under the terms of the Private Act of 1957 as amended and are not vested with any of the authority or responsibility of members of the Board of Trustees. Emeritus member status shall be limited to those individuals who have retired from active service to the Board of Trustees and individuals of outstanding reputation in the community. Emeritus members shall serve for a term specified by the Board of Trustees. Emeritus members shall have the right to attend and participate in all regular and special meetings. Emeritus members shall not hold office nor be eligible to vote on any matter before the Board of Trustees and shall not be counted to determine a quorum. Emeritus members shall not be required to fulfill the responsibilities and obligations set forth in Section 3.9 of neither these Bylaws nor any other duties placed on members of the Board of Trustees.

**3.7 TERM**

- A. The term of office shall be for a period of three years or until his/her successor is appointed. The terms shall be staggered in order to provide continuity from year to year.
- B. Trustees shall serve pursuant to good conduct and meeting the attendance requirements of these Bylaws. Breach of fiduciary duty, or misfeasance, malfeasance, or non-feasance of office shall be grounds for removal.
- C. A Trustee may resign at any time by tendering his/her resignation in writing to the Board.

**3.8 RULES NOT COVERED**

In the absence of a rule upon any subject not specifically provided for in these Bylaws, the Board of Trustees of Williamson County Hospital District d/b/a Williamson Medical Center, will be governed by the most recent copy of Robert's Revised Rules of Order.

**3.9 RESPONSIBILITIES AND OBLIGATIONS**

The responsibilities and obligations of the Board shall include:

- (1) Assuming responsibility for Medical Staff oversight and quality care evaluation;
- (2) Requiring a process designed to assure that all individuals who provide patient care services, but who are not subject to the Medical Staff privilege delineation process, are competent to provide such services, and receiving reports of quality assurance information regarding competency of care providers not subject to the privilege delineation process;
- (3) Overseeing quality of professional services;
- (4) Establishing, maintaining and supporting, through the Chief Executive Officer and the Medical Staff and its designated committees, a comprehensive, hospital-wide program for quality assessment and improvement; receiving reports of quality improvement information on a regular basis from the Medical Staff, and assuring that all aspects of the program are performed appropriately and that administrative assistance is available to the Medical Staff;
- (5) In consultation with the MEC and the CEO, formulating programs for efficient delivery of care, compliance with applicable law (including Medicare regulations and other applicable regulations) and development, review and revision of policies and procedures;
- (6) Subject to recommendations from the Medical Staff, approving the Medical Staff Bylaws, Rules and Regulations and Fair Hearing Plan and appointing, suspending or removing any practitioner from the Medical Staff, following the provisions of these Bylaws and the Medical Staff Bylaws;

- (7) Making recommendations to the CEO regarding the kinds and quality of service to be made available at the Hospital when appropriate;
- (8) Reviewing and consulting with the CEO concerning the long-range plan for the Hospital;
- (9) Overseeing of programs for continuing medical education for Staff members, and appropriate in-service education programs for hospital employees, for the purpose of improving clinical and employee performance;
- (10) Directly consult with the Chief of Staff or his/her designee, or through a subcommittee appointed by the Board to include the Chief of Staff, on no less than two occasions per year, on matters including but not limited to: the scope and complexity of hospital services offered, specific patient populations served by the hospital, and any issues of patient safety and quality of care. Any urgent request for consultation presented by the Chief of Staff or his/her designee shall be promptly addressed. Appropriate documentation of each consultation shall be maintained accordingly.
- (11) Assisting in the accreditation process, including participation in the summation conference. Assisting in maintaining compliance with current accreditation standards set by The Joint Commission, in conjunction with the CEO and the Medical Staff.
- (12) Assisting the CEO in establishing medical record policies respecting composition, retention, confidentiality and other aspects of record keeping. Maintaining confidentiality with respect to the records and affairs of the Hospital except as disclosure is authorized or required by law;
- (13) Ensuring systematic and effective communication with the Medical Staff, generally through the Chief of Staff, including the resolution of conflicts, patient safety and quality of care;
- (14) Protecting the economic viability of the Hospital, while ensuring that ethical principles guide the hospital's business practices;
- (15) Conducting an annual evaluation of its own activities and performance; and an annual

- evaluation of the Chief Executive Officer, and communicating same to the appropriate corporate officer;
- (16) In cooperation with the Chief Executive Officer and other Hospital employees, approving an annual operating budget; developing a long-term capital expenditure plan, including the year of the operating budget, and implementation of that plan;
  - (17) Designating particular individuals or departments responsible for evaluating and monitoring quality of care in particular patient services, and fostering communication between such individuals or departments through establishing timeframes for discussion of these issues;
  - (18) Establishing a process for making decisions when a leadership group fails to fulfill its accountabilities;
  - (19) Providing leaders of the Medical Staff with access to information and training in the areas where they need additional skills or expertise;
  - (20) Ensuring that new or modified processes are well defined and that clinical practice guidelines are considered when such processes are promulgated;
  - (21) Establishing mechanisms to assure that all patients with the same health care problem are receiving the same level of care in the Hospital
  - (22) Performing any other functions designated in these bylaws but not specifically referred to in this section.

#### **ARTICLE IV**

#### **OFFICERS OF THE BOARD**

The officers of the Board of Trustees shall be a Chairperson, a Vice Chairperson, and a Secretary-Treasurer, all of whom shall be elected by the Board from among its own membership at the July meeting

and shall hold office for a period of three (3) years thereafter or until their successors are elected. In the event the July Board meeting is not held or does not obtain a quorum, the election shall take place at the next scheduled Board meeting. Vacancies in any of the aforementioned offices may be filled by the Board of Trustees at any regular meeting or at any special meeting called for this purpose and shall serve the respective unexpired term. Officers may succeed themselves for one (1), three (3) year term and then will be ineligible for election for the same office for one (1) term. The term limit contained herein may be waived by the Board, by two-thirds (2/3) vote, upon a finding of need for continuous service. An officer may resign at any time by tendering his/her resignation in writing to the Chairman. The resignation will become effective immediately upon receipt. An officer may be removed at any time with or without cause by a vote of not less than two-thirds of the whole number of Trustees at any meeting of the Board.

**4.1. CHAIRPERSON**

The Chairperson shall call and preside at all regular and special called meetings and shall be, ex-officio, a member of all committees.

**4.2. VICE-CHAIRPERSON**

The Vice-Chairperson shall act as Chairperson in the absence of the Chairperson, and when so acting, shall have all the power and authority of the Chairperson.

**4.3. SECRETARY-TREASURER**

The Secretary-Treasurer shall act as 1) custodian of all records and reports of the Board of Trustees and shall be responsible for the keeping of the minutes of all meetings of the Board of Trustees; 2) custodian of all financial records and reports of the Board of Trustees and 3) shall give proper notice of all Board meetings according to the provisions of these bylaws; 4) shall assure that an answer is rendered to all official Board correspondence; and 5) perform such other duties as ordinarily pertain to the office.

## **ARTICLE V**

### **AUDITOR**

#### **5.1 AUDITOR**

The Board of Trustees shall cause to be performed an annual audit of all fiscal matters of the hospital. The relationship with the hospital's approved audit firm shall be evaluated against other area firms periodically at the direction of the Finance, Audit and Compliance Committee. The evaluation process may include a formal Request for Proposal for audit services, and may result in a change in the hospital's audit relationship.

## **ARTICLE VI**

### **COMMITTEES OF THE BOARD OF TRUSTEES**

#### **6.1 APPOINTMENT OF COMMITTEES**

The Chairman of the Board may appoint and authorize any standing or special committee as he/she deems necessary, consistent with these bylaws. At a minimum, the standing committee shall include a conflict resolution committee, whose functions shall be outlined below. The Board shall have authority to designate ad hoc committees as it deems necessary to address specific issues. At any time such an additional committee is designated, such committee shall consist of at least three (3) members of the Board including the CEO. In addition, if a quality of care issue is involved, at least one (1) member of the Medical Staff shall serve on such special committee.

#### **6.2 CONFLICT RESOLUTION COMMITTEE**

The Conflict Resolution Committee shall provide an ongoing process for managing conflict among leadership groups. Said Committee shall consist of two members of the Organized Medical Staff who are selected by the Medical Executive Committee (and may or may not be members of the Board), two non-physician Board members who are selected by the Board Chair, and the CEO. The

Committee shall meet as needed, specifically when a conflict arises that, if not managed, could adversely affect patient safety or quality of care. When such a conflict arises, the Committee shall meet with the involved parties as early as possible to resolve the conflict, gather information regarding the conflict, work with the parties to manage and when possible, to resolve the conflict, and to protect the safety and quality of care.

**6.3 TERM OF OFFICE**

Each member of a committee shall continue in office until the next annual meeting of the Board or until his/her successor is appointed, unless the committee of which he/she is a member shall be sooner terminated by the Board or until the sooner of death, resignation or removal of such member as a committee member or Trustee.

**6.4 COMMITTEE MEETINGS & MINUTES**

Meetings of any committee of the Board may be called by the Chairman of such committee by giving notice of such meeting, setting forth its time and place and delivered personally or by mail, facsimile, telegram or cablegram to the residence or place of business of each member at least two (2) days prior to such meeting. Unless otherwise provided in these bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established at a committee meeting, the subsequent withdrawal of committee members present to fewer than the number required for a quorum shall not affect the validity of any action taken. The committee shall maintain written minutes that reflect business conducted by the committees. The minutes shall be available for review by the Board.

**6.5 RESIGNATION OR REMOVAL OF COMMITTEE MEMBERS**

A member of any committee of the Board may resign at any time by tendering his/her resignation in writing to the Chairman of the Board. Resignation as a Trustee shall also constitute resignation as a member of any committee of the Board. The Board by a majority vote may remove any member from a committee of the Board, with or without cause.

## **ARTICLE VII**

### **CHIEF EXECUTIVE OFFICER**

The Board of Trustees shall select and employ to act on its behalf a Chief Executive Officer who is sufficiently prepared by education and experience to direct and manage all aspects of the hospital's operation, including all business relationships in which the hospital has a direct interest. The Board of Trustees shall conduct an annual evaluation of the Chief Executive Officer's performance. The Chief Executive Officer shall be given the necessary authority to fulfill the duties of employment. The Chief Executive Officer shall assure the review and prompt response to reports and recommendations from planning, regulatory, accreditation, licensing, or inspecting bodies, and shall otherwise provide for the hospital's overall compliance with applicable law and regulations. Should the case arise that the Chief Executive Officer is unable to fulfill his duties, the Chief Operating Officer will temporarily step into the CEO position until which time the CEO is able to return to his/her full position or the Board of Trustees makes another selection.

#### **7.1 GOVERNANCE AND CONTROL**

The authority and duties of the Chief Executive Officer shall be:

##### **7.1 (A) STRATEGY, PLANNING AND POLICY**

- (1) To assess changes in the political, social and economic environment and their impact on the organization and to identify issues that should be considered by the Board of Trustees;
- (2) To prepare, for Board review and approval, corporate strategies that delineate plans and programs to achieve organizational goals and objectives, including a definition of the service area and a determination of the appropriate mix of services to meet current and anticipated wants, needs, and demands of the population served;
- (3) To prepare an annual budget showing the expected revenues and expenses and

- such other reports required by the Board of Trustees or by operation of law;
- (4) To submit regularly to the Board of Trustees reports showing the professional services and financial activity of the hospital and to prepare and submit such other special reports as may be required by the Board of Trustees;
  - (5) To attend all meetings of the Board of Trustees; and
  - (6) To perform any other duty that may be necessary in the best interests of the hospital.

**7.1 (B) BOARD/MEDICAL STAFF/ADMINISTRATIVE/ACCOUNTABILITY RELATIONS**

- (1) To ensure that there is a process for recruitment, orientation and education of Board of Trustees and Medical Staff members so as to service the needs and interests of the organization and community.
- (2) To recommend policy on conflict of interest, and notify the Board of Trustees of apparent deviations from this policy, as approved;
- (3) To participate with the Board of Trustees and Medical Staff in establishing procedures for evaluating applications for Medical Staff appointments and delineating clinical privileges;
- (4) To confer with Medical Staff to ensure implementation of quality assessment and assurance policies approved by the Board of Trustees;
- (5) To maintain good working relationships among physicians, management, and Board of Trustees;
- (6) To communicate organizational and Board of Trustees policies to Medical Staff;
- (7) To negotiate and monitor contracts with institutionally based physicians;
- (8) To serve as a resource to Medical Staff by providing staff services, technical information, and support services;
- (9) To foster an atmosphere of teamwork by encouraging physician input in hospital

affairs where appropriate;

- (10) To review the outcome of quality assurance procedures and determine the need for implementing changes in structure, procedures and staffing;
- (11) To establish an organizational structure and operating plan that clearly delineates and balances responsibilities, authorities and accountabilities for the management of the organization;
- (12) To utilize time and expertise of outside consultants as appropriate;
- (13) To review legal and ethical issues with legal counsel, and initiate appropriate action;
- (14) To monitor and enforce organizational legal contracts;
- (15) To assist the Board of Trustees in developing criteria for evaluating the performance and effectiveness of itself;
- (16) To assist the Board of Trustees in establishing and updating parameters and standards by which the Chief Executive Officer is evaluated on a periodic basis as to performance; and
- (17) To assure an effective process for evaluating existing and proposed activities in the organization with reference to objectives, strategies, programs, internal policies and procedures.

**7.1 (C) PRESERVATION OF ASSETS**

- (1) To assure that the Board of Trustees receives, reviews and acts upon an annual certified audit and management letter;
- (2) To identify current and potential legislative, executive, or judicial actions, which would diminish organizational assets and initiate appropriate responses;
- (3) To assure the fair and equitable management of human resources;
- (4) To evaluate the adequacy of all components of the organization's risk management program, and initiate appropriate action;

- (5) To evaluate the maintenance of physical plant and equipment, and initiate appropriate action;
- (6) To monitor and enforce all contractual obligations;
- (7) To review and approve policies and procedures for retaining, preserving and maintaining the confidentiality of medical and business records.

## **7.2 RESOURCE ACQUISITION AND MANAGEMENT**

### **7.2 (A) FINANCIAL MANAGEMENT**

The authority and duties of the Chief Executive Officer shall be to appoint a competent Chief Financial Officer whose duties shall include, but not be limited to the following:

- (1) To review and interpret financial statements for the Board of Trustees, maximizing exception reporting with the use of ratios and other indicators that will give a concise financial picture without unnecessary detail;
- (2) To ensure that financial accounting systems are established to generate financial data needed for control, reporting, accountability and related purposes;
- (3) To formulate procedures for organization-wide development and regular review of the financial plan to include, at least, the following: annual operational plan, long and short-range capital plans, workload forecasting, and cash flow projections;
- (4) To recommend rate structures and rate-setting philosophies for services to the Board of Trustees;
- (5) To evaluate adequacy of cash flow consistent with the financial plan;
- (6) To establish internal audit control for cash inventories and physical property;
- (7) To ensure that appropriate systems are developed for controlling accounts receivable and inventories;
- (8) To establish and monitor procedures and controls regarding the procurement of supplies, equipment and services;
- (9) To recommend to the Board of Trustees priorities in asset allocation, and financial

operating policies designed to maintain the fiscal integrity of the organization;

- (10) To develop, with the concurrence of the Board of Trustees and the Medical Staff, a plan for the acquisition of new major medical equipment as well as a plan for the maintenance, service and replacement of such equipment;
- (11) To develop a plan subject to Board of Trustees approval for the appropriate acquisition, maintenance, service, and replacement of major non-medical equipment; and
- (12) To ensure maintenance of an identification and control system for equipment inventory and replacement.

**7.2(B) OPERATIONS MANAGEMENT**

The authority and duties of the Chief Executive Officer shall be to appoint a Chief Operating Officer whose duties shall include but not limited to:

- (1) Manage non-nursing hospital operations with both clinical and non-clinical departments.
- (2) Establish integrated systems for generation, collection, processing, storing, retrieving and analyzing data needed to conduct organizational operations effectively.
- (3) Develop a land-use plan in accordance with the goals and objectives of the organization and Board of Trustees policy;
- (4) Develop a plan for the appropriate maintenance, service, renovation and expansion of the physical plan in accordance with the organizational mission and goals and policies of the Board of Trustees.

**7.2(C) NURSING MANAGEMENT**

The authorities and duties of the CEO shall be to appoint a competent Chief Nursing Officer with skills consistent with the needs of the organization and whose duties shall include, but not limited to the following:

- (1) Administers nursing services in order to provide the level of care required by current medical and nursing standards.
- (2) Coordinates with respective nurse executive team and CFO, the budgeting requirements for personnel, supplies, and equipment.
- (3) Directs and support the Nursing Executive team in the coordination of employee selection process, work assignments and performance competencies, evaluations, and staff development for these services.
- (4) Recommends the modification, addition or deletion of personnel policies to ensure reasonable hours and acceptable working conditions to provide patient care coverage.
- (5) Ensures that cordial relationships are maintained with patients, their families and friends, clergy and other interested groups of the community.
- (6) Ensures maximum effectiveness of funds expended from the approved budgets. Recommends, supports and participates with education services, programs and training including orientation of new employees.
- (7) Coordinates Patient Safety and Quality, and Risk Management activities.

**7.2(D) COMPLIANCE OFFICER**

The authority and duties of the CEO shall be to appoint a competent Compliance Officer with skills consistent with the needs of the organization and whose duties shall include but not limited to the following:

- (1) To oversee and monitor implementation of the Compliance Program;
- (2) To report on a regular basis to the CEO, Finance, Audit & Compliance Committee and the Board of Trustees;
- (3) To revise the Compliance Program as necessary in view of changes in law and facts;
- (4) To update the Code of Conduct regularly and obtain management and Board

approval;

- (5) To ensure employees and physicians have received, read and understand the Code of Conduct.
- (6) To develop, coordinate and participate in educational and training programs that focus on the elements of a compliance program.
- (7) To ensure that employees and management are knowledgeable of and comply with applicable laws;
- (8) To develop and implement compliance policies;
- (9) To encourage managers and employees to report possible compliance issues;
- (10) To maintain a non-retaliation policy; and
- (11) To participate on the Compliance Committee.

**7.3 SERVICE DELIVERY**

The authority and duties of the Chief Executive Officer shall be:

**7.3 (A) COMPREHENSIVE SYSTEMS OF PATIENT SERVICES**

- (1) To review and recommend periodic updates to the institutional plan for the delivery of patient services, involving the medical, nursing and allied professional staff in such review;
- (2) To study innovative approaches to the delivery of patient services as they may be implemented within the context of the institutional plan;
- (3) To represent the capabilities of the institution within the total health care delivery system;
- (4) To provide, in consultation with the Medical Staff, for the continuity of patient care by establishing and maintaining patient transfer agreements, for both patient egress and ingress;
- (5) To obtain and measure feedback from patients concerning services offered;

- (6) To assure and document compliance with requirements of regulatory agencies;
- (7) To provide for safety of patients;
- (8) To assure that the dignity and civil rights of patients are preserved;
- (9) To protect the confidentiality of information concerning patients;
- (10) To enforce institutional policies and operating procedures;
- (11) To assure allocation of organizational resources to attain organizational goals;
- (12) To integrate clinical and administrative activities;
- (13) To create an organizational environment of high professional and ethical standards, monitoring hospital practices against these standards;
- (14) To assure the adequacy and availability of patient care documentation; and
- (15) To assure the availability of medical and patient care staff coverage.

**7.3(B) QUALITY ASSESSMENT AND ASSURANCE**

- (1) To support and assure the existence of a quality assessment/risk management data collection system and problem-focused quality assurance plan;
- (2) To discuss identified problems in patient care and safety with the Board of Trustees, Medical Staff, nursing staff and ancillary personnel;
- (3) To assure development of a plan of action to correct identified quality assurance problems;
- (4) To analyze proposals for biomedical research to assure patient safety and compliance with rules and regulations on informed consent;
- (5) To keep informed of statutory or voluntary quality standards/regulations and requirements;
- (6) To ensure that health care practitioners and department managers are instructed in methods to improve quality of services and care; and
- (7) To assure the resources necessary to adopt quality assessment and quality assurance activities.

**7.3(C) PROFESSIONAL RELATIONS**

- (1) To interpret labor union and Medical Staff contracts on behalf of the organization;
- (2) To provide interpretation for policies, procedures, regulations and legal requirements to professional staff on behalf of the organization;
- (3) To foster effective communication between the different professional staffs;
- (4) To clarify and arbitrate matters of dispute and responsibility between members of professional staff and between staff and organization components;
- (5) To ensure the formulation and promulgation of policies and procedures concerning professional responsibilities within the organization;
- (6) To encourage the Medical Staff to adhere to the organizational policies and procedures;
- (7) To assure the input of medical and other professional staff in an assessment of organizational needs; and
- (8) To refer reports on Medical Staff behavioral or patient care treatment problems to the Chief of Staff for appropriate action, with status reports made to the Governing Board.

**7.4 ENVIRONMENTAL RELATIONS**

The authority and duties of the Chief Executive Officer shall be:

**7.4(A) COMMUNITY/PUBLIC RELATIONS**

- (1) To assure the coordination and preparation of externally directed publications and news releases, in keeping with a publications policy;
- (2) To establish effective working relationships with the news media, including the provision of responses to media inquiries;
- (3) To collect, examine and trend information on factors motivating the actions and behavior of the hospital's public, to forecast changes in the characteristics and attitudes of the public and to interpret these changes in characteristics and

attitudes of the public in terms of the impact on the organization's success and survival;

- (4) To develop an integrated approach, plan and program for promoting the organization's relationship with various publics;
- (5) To evaluate the image of the organization within the community; and
- (6) To serve as an organizational representative at external public functions and meetings.

**7.4(B) GOVERNMENTAL RELATIONS/REGULATIONS**

- (1) To develop and maintain effective communication with, and interpret the problems and needs of the health industry and/or the organization to the appropriate elected and governmental officials and their respective staff;
- (2) To monitor and interpret pending legislation and regulations to the Board of Trustees, Medical Staff, and organizational employees;
- (3) To instruct Board of Trustees, Medical Staff leadership, and key staff on their responsibility in influencing the legislative and regulatory process; and
- (4) To mobilize the Board of Trustees, Medical Staff, employees, and other organizational advocates to assess the impact of proposals and appropriately influence the development of proposed legislation and/or regulations.

**7.4(C) HOSPITAL AND HEALTH INTER-ORGANIZATIONAL RELATIONS**

- (1) To participate in programs of local, state, and national health related associations;
- (2) To meet regularly with other health related agencies and institutions to exchange information and address mutual problems;
- (3) To investigate and negotiate, where feasible and desirable, affiliations and/or shared services with other health care delivery and health educational institutions as approved by the Board of Trustees; and
- (4) To serve on advisory panels, boards and/or committees of various health related

agencies and institutions to influence their decision-making in the best interests of the public.

## **ARTICLE VIII**

### **CREDENTIALLED PRACTITIONERS**

#### **8.1 CREDENTIALLED PRACTITIONERS**

##### **8.1(A) MEDICAL STAFF**

- (1) The hospital's Board of Trustees has the ultimate authority and responsibility for the oversight and delivery of health care rendered by practitioners credentialed and privileged through the Medical Staff process or any equivalent process. The Board of Trustees shall appoint a Medical Staff, composed of the Medical Staff and the Professional Staff, and shall see that they are organized into a responsible administrative unit, and adopt such Medical Staff Bylaws, Rules and Regulations, and policies for government of their practice in the Hospital as the Board of Trustees deems to be the greatest benefit to the care of patients within the Hospital. At all times the Medical Staff shall adhere to the highest ethical principles of the medical profession, and meets the Board Certification requirements contained in the Medical Staff Bylaws.
- (2) All applications or reapplications for appointment to the Medical Staff/Professional Staff shall be received and processed according to the Medical Staff Bylaws, Rules and Regulations, and policies.
- (3) At its next regular meeting after receipt of a completed application and a recommendation from the Medical Staff concerning an appointment for Medical Staff appointment, the Board shall act in the matter unless further investigation requires that action be postponed to a later meeting, as provided in the following