

May 13, 2019

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

The Williamson County Commission, the Legislative Body of Williamson County, was called to order by Chairman Tommy Little on May 13, 2019, at 7:00 p.m. at the Administrative Complex, Franklin, Tennessee.

The invocation was given by Commissioner Webb.

The Pledge of Allegiance was led by Commissioner Ausbrooks.

ROLL CALL

County Clerk Elaine Anderson announced 23 'present', with 1 'absent' as follows:

<u>PRESENT</u>	<u>PRESENT</u>	<u>PRESENT</u>	<u>PRESENT</u>
Sean Aiello	Dwight Jones	Chas Morton	Paul Webb
Dana Ausbrooks	Ricky Jones	Erin Nations	Matt Williams
Robbie Beal	David Landrum	Jerry Rainey	
Brian Beathard	Gregg Lawrence	Steve Smith	<u>ABSENT</u>
Judy Herbert	Thomas Little	Chad Story	Bert Chalfant
Betsy Hester	Beth Lothers	Barb Sturgeon	
Keith Hudson	Jennifer Mason	Tom Tunncliffe	

APPROVAL OF MINUTES

Commissioner Smith moved to approve the minutes of the regular March 11, 2019, meeting of the Williamson County Commission, the Legislative Body of Williamson County. Seconded by Commissioner Rainey. Motion passed by unanimous voice vote.

CITIZENS' COMMUNICATION

Chairman Little explained the rules for Citizens Communication. Four individuals signed up to address the Commission.

Jonathan Douillard, 5058 Saddlevue Drive, Franklin, addressed the Commission and stated his support of Resolution No. 5-19-16, Resolution to Lower the Speed Limit Along County Roads Located in Cedarfont Farms Subdivision.

Laura Turner, 1108 Dickinson Lane, Franklin, addressed the Commission and stated her concern regarding the weight and size of trucks that use Old Natchez Trace. Ms. Turner stated that she is concerned for the welfare and protection of the Old Natchez Trace and provided a handout for the Commission (Handout on file in Clerk's office).

Christian Currey, 1045 Sneed Road West, Franklin, addressed the Commission and stated the importance of preserving the rural landscape of Williamson County.

Donna Clements, 504 Sandcastle Road, Franklin, addressed the Commission and stated the importance of preserving the rural landscape of Williamson County.

COMMUNICATIONS and MESSAGES

Chairman Little asked if there were any objections to hearing 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. There were no objections. Chairman Little stated that Late-Filed Resolution No. 5-19-39 would be heard at the end of the Appropriations section of the Agenda.

Chairman Little asked if there were any objections to hearing 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. There were no objections. Chairman Little stated that Late-Filed Resolution No. 5-19-40 would be heard at the end of the Appropriations section of the Agenda.

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Commissioner Smith asked to move Resolution No. 5-19-16, Resolution to Lower the Speed Limit Along County Roads Located in Cedarfont Farms Subdivision, forward on the Agenda.

Chairman Little asked if there were any objections to moving Resolution No. 5-19-16, Resolution to Lower the Speed Limit Along County Roads Located in Cedarmont Farms Subdivision, forward on the Agenda. There were no objections. Chairman Little stated that Resolution No. 5-19-16 would be heard before the Appropriations section of the Agenda.

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Chairman Little read the following proclamation into the record:

**PROCLAMATION DECLARING MAY 19-25, 2019 AS
EMERGENCY MEDICAL SERVICES WEEK**

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, BE IT RESOLVED, that I, Rogers Anderson, as Mayor of Williamson County, do hereby proclaim the week of May 19-25, 2019 as

**EMERGENCY MEDICAL SERVICES WEEK
IN WILLIAMSON COUNTY**

AND, BE IT FURTHER RESOLVED, with the theme, **EMS Strong: *Beyond the Call***, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

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IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Great Seal of the County of Williamson

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to be affixed at Franklin, this the 13th
day of May, 2019.

Rogers C. Anderson - County Mayor

Allen Lovett, Director of Williamson County EMS, provided a brief overview and history of EMS in the County. He thanked the Commission and the County for its continued support of EMS.

REPORTS

COUNTY MAYOR

Nena Graham, Budget Director, stated that Mayor Rogers Anderson is attending the swearing in for the newly elected Brentwood Commissioners and stated that he will join the meeting as soon as possible.

Ms. Graham stated that the February and March Budget Reports show that everything is on track for the current fiscal year. She stated that the Cool Springs Marriot Conference Center report for February shows positive collections for the County and the March report shows negative collections. Ms. Graham stated that the Privilege Tax Report for February shows collections of approximately \$1.196 million and March collections of approximately \$1.5 million. She stated that the County has collected approximately \$32.6 million in Education Impact Fees to date.

Ms. Graham stated that each Commissioner received a memo regarding an approval letter from the State of Tennessee Office of State and Local Finance for the issuance of a \$10,000,000 Bond Anticipation Note, Series 2019. Ms. Graham also stated that Form CT-0253 was also provided to each commissioner. (Copies of the letter and Form CT-0253 are on file in the Clerk's office.)

Ms. Graham stated that each Commissioner received a memo regarding an approval letter from the State of Tennessee Office of State and Local Finance for the issuance of a \$22,350,000 General Obligation School Refunding Bonds, Series 2019. (Copies of the letter and attachments are on file in the Clerk's office.)

Ms. Graham stated that each Commissioner received a memo regarding an approval letter from the State of Tennessee Office of State and Local Finance for the issuance of a \$37,850,000 County District School Refunding Bonds, Series 2019. (Copies of the letter and attachments are on file in the Clerk's office.)

Ms. Graham stated that each Commissioner received Form CT-0253, regarding lease purchase agreements for computers for the School System. (Copies of Form CT-0253 are on file in the Clerk's office.)

SCHOOLS

Dr. Mike Looney, Director of Schools, stated that everything is going well with the School System. He stated that this would be his last Commission meeting as the Director of Schools and stated that he has enjoyed his experience working with the Commission. Dr. Looney stated that the value of the County's schools has a direct impact on the economy of the County and asked the Commission to continue to invest in the School System.

Commissioner Herbert thanked Dr. Looney for his hard work and dedication as Director of Schools.

HOSPITAL

Julie Miller, COO of Williamson Medical Center, stated that the new Bone and Joint Institute of Tennessee facility is now open. She stated that each Commissioner received a handout this evening and went over highlights from the handout (Handout on file in Clerk's office.)

Paul Bolin, CFO of Williamson Medical Center, stated that Williamson Medical Center has started providing the Commission with a more consolidated and concise information packet for each meeting. He stated that Williamson Medical Center has spent down its cash reserve but stated that Williamson Medical Center is in complicate

with its debt covenants. In response to questions from Commissioner Lawrence, Mr. Bolin stated that Williamson Medical Center has enough cash to cover its debts for this year.

ELECTIONS AND APPOINTMENTS

COUNTY MAYOR

EMERGENCY MANAGEMENT DIRECTOR

Resigned – Mac Purdy

New Hire – Todd Horton

Mayor Anderson stated that the appointment of the Emergency Management Director is required to be approved by the County Commission. He stated that Mr. Horton has over 34 years of experience in Emergency Management. Mayor Anderson stated that he is very pleased to select Mr. Horton for the position and asked the Commission for its support of the appointment.

Mr. Horton stated that he has a passion for Emergency Services and stated that it will be an honor to serve the County.

Commissioner Landrum moved to appoint Todd Horton as Emergency Management Director. Seconded by Commissioner Rainey. Passed by unanimous voice vote.

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SPORTS AUTHORITY

To Fill a Vacant Position – Expiring 6/20

Vacancy

Nomination – Steve Smith

Commissioner Lothers moved to accept Steve Smith to the Sports Authority. Seconded by Commissioner Ausbrooks. Passed by voice vote, 22 'Yes', 0 'No' and 1 'Abstain' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Dwight Jones	Chas Morton	Paul Webb
Dana Ausbrooks	Ricky Jones	Erin Nations	Matt Williams
Robbie Beal	David Landrum	Jerry Rainey	
Brian Beathard	Gregg Lawrence	Steve Smith	<u>ABSTAIN</u>
Judy Herbert	Thomas Little	Chad Story	Steve Smith
Betsy Hester	Beth Lothers	Barb Sturgeon	
Keith Hudson	Jennifer Mason	Tom Tunnicliffe	

COUNTY COMMISSION

AGRICULTURE COMMITTEE

Two Year Terms - Expiring 1/21

	<u>Term Expiring</u>	<u>Nomination</u>
Farmer Position	Dan Bond	Devin Gilliam
Farm Woman Position	Cherry Lane Darken	Amy Tavalin

Commissioner Smith moved to accept the above nominees to the Agriculture Committee, seconded by Commissioner Williams. Passed by unanimous voice vote.

ADJUSTMENTS AND APPEALS BOARD

To Fill an Unexpired Term - Expiring 1/21
Architect Representative

<u>Resigned</u>	<u>Nomination</u>
Al Thomas	Josh Hughes

Commissioner Lothers moved to accept Josh Hughes to the Adjustments and Appeals Board, seconded by Commissioner Hester. Passed by unanimous voice vote.

HOSPITAL BOARD OF TRUSTEES

Three Year Term - Expiring 5/19

	<u>Term Expiring</u>	<u>Nomination</u>
At Large	Jim Cross	Jim Cross
At Large	David Landrum	David Landrum
At Large	Matt Williams	Matt Williams

Commissioner Beathard moved to accept the above nominees to the Hospital Board of Trustees. Seconded by Commissioner Ausbrooks. Passed by unanimous voice vote.

CONSENT AGENDA

The following items were placed on the Consent Agenda:

NOTARIES

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

NEW

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.
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.

NEW

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

RENEWALS

Commissioner Webb moved to accept the complete Consent Agenda, seconded by Commissioner Ausbrooks.

The Consent Agenda passed by unanimous recorded vote, 22 ‘Yes’ and 0 ‘No’ and one abstain, as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester		Steve Smith	Abstain Thomas Little

RESOLUTION NO. 5-19-16

Commissioner Ausbrooks moved to accept Resolution No. 5-19-16, seconded by 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, Saddlevue 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 13th 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, Saddlevue 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.

/s/ Dana Ausbrooks
County Commissioner

/s/ Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Highway Commission	For: <u>5</u>	Against: <u>0</u>
Budget Committee	For: <u>4</u>	Against: <u>0</u>

Commissioner Smith thanked the Highway Department and the Sheriff's Department for their help in the area. He stated that other options are being explored as well as lowering the speed limit to help in the area.

Commissioner Lawrence asked about the County's rules for implementing speed tables.

Highway Department Superintendent Eddie Hood stated the requirements for installing speed tables in the County.

Commissioner Sturgeon stated that the requirements appear to be very hard to meet and asked if the County could look at possible changes to the requirements.

Mr. Hood stated that the County will look over the requirements to see if any changes need to be made.

Resolution No. 5-19-16 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-1

Commissioner Beal moved to accept Resolution No. 5-19-1, seconded by Commissioner Story.

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, 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 property 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.

/s/ Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For: 4 Against: 0

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
Total	\$22,350,000.00	\$4,552,631.92	\$26,902,631.92	-

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
Total.....	\$95,000.00

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: _____

Resolution No. 5-19-3 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon

Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-4

Commissioner Smith moved to accept Resolution No. 5-19-4, seconded by Commissioner Dwight Jones.

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.

ARTICLE V - 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.

ARTICLE VI - 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</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
---------------------------------	----------------------------------	---

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount

thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption [whether optional or mandatory] shall be given by the Registration Agent not less than 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

ARTICLE VII - 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.

ARTICLE VIII - Sale of Bonds.

Section 8.01 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.

/s/ Steve Smith _____
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee

For: 4

Against: 0

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
Total	\$37,850,000.00	\$7,992,736.92	\$45,842,736.92	-

Estimated True Interest Cost: 2.60%

Estimated Costs of Issuance:

Financial Advisor.....	\$45,000.00
Verification Agent.....	\$2,500.00
Escrow 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
Total.....	\$120,000.00

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: _____

Resolution No. 5-19-4 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe

Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-5

Commissioner Smith moved to accept Resolution No. 5-19-5, seconded by Commissioner Beathard.

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:

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

/s/ Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Parks & Recreation Committee For: 4 Against: 0
 Budget Committee For: 4 Against: 0

Resolution No. 5-19-5 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-6

Commissioner Smith moved to accept Resolution No. 5-19-6, seconded by Commissioner Beathard.

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**

/s/ Steve Smith
 County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Parks & Recreation Committee For: 4 Against: 0
 Budget Committee For: 4 Against: 0

Resolution No. 5-19-6 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-7

Commissioner Smith moved to accept Resolution No. 5-19-7, seconded by Commissioner Ausbrooks.

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

/s/ Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

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

Resolution No. 5-19-7 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-8

Commissioner Hester moved to accept Resolution No. 5-19-8, seconded by Commissioner Dwight Jones.

**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

/s/ Betsy Hester
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Public Health Committee For: 5 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-8 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-9

Commissioner Hester moved to accept Resolution No. 5-19-9, seconded by Commissioner Dwight Jones.

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**

/s/ Betsy Hester
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Public Health Committee For: 5 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-9 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-10

Commissioner Lothers moved to accept Resolution No. 5-19-10, seconded by Commissioner Rainey.

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 sub-divisions 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

/s/ Beth Lothers _____
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Public Health Committee For: 5 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-10 passed by unanimous recorded vote, 23 'Yes' and 0 'No'
as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-11

Commissioner Ricky Jones moved to accept Resolution No. 5-19-11, seconded
by Commissioner Dwight Jones.

**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 13th 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**

/s/ Ricky Jones
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement/Public Safety Committee For: 4 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-11 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-12

Commissioner Ricky Jones moved to accept Resolution No. 5-19-12, seconded by Commissioner Dwight Jones.

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 13th 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:

REVENUES:

Proceeds – Confiscated Property **\$15,776.00**
(122.00000.429100.00000.23.00.00)

EXPENDITURES:

Other Capital Outlay **\$15,776.00**
(122.54150.579900.00000.00.00.00)

/s/ Ricky Jones _____
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement/Public Safety Committee For: 4 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-12 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-13

Commissioner Ricky Jones moved to accept Resolution No. 5-19-13, seconded by Commissioner Dwight Jones.

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 13th 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)

/s/ Ricky Jones _____
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement/Public Safety Committee For: 4 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-13 passed by unanimous recorded vote, 23 'Yes' and 0 'No'
as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-14

Commissioner Ricky Jones moved to accept Resolution No. 5-19-14, seconded by Commissioner Dwight Jones.

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 UNAPPROPRIATED COUNTY GENERAL FUNDS

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 \$89,200 for its services in response to the hurricanes; and

WHEREAS, a portion of these expenditures, totaling \$27,021.62 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:

Office of Public Safety

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

Sheriff's Office

101-54110-518700-00000-00-00-00	Overtime	17,177
101-54110-571600-00000-00-00-00	Tactical Equipment	<u>7,413</u>
		\$ 24,590
		\$49,590

REVENUE:

101.00000.469900.00000.00.00.00	Other State Revenues-TEMA	\$ 49,590
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/s/ Ricky Jones
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement/Public Safety Committee For: 4 Against: 0
 Budget Committee For: 4 Against: 0

Resolution No. 5-19-14 passed by unanimous recorded vote, 23 'Yes' and 0 'No'
 as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-15

Commissioner Webb moved to accept Resolution No. 5-19-15, seconded by
 Commissioner Dwight Jones.

**RESOLUTION APPROPRIATING AND AMENDING THE 2018-2019
 LIBRARY BUDGET BY \$ 18,935.00 - REVENUES
 TO COME FROM DONATIONS AND CONTRIBUTIONS**

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 accepts them by majority vote; and

WHEREAS, the Williamson County Public Library has received donations from individuals and organizations, contributions from municipalities, and revenues from fines, some which were not anticipated during the preparation of the current operating budget;

WHEREAS, some of these funds were not spent at the end of the fiscal year and are now available to appropriate in the 2018-2019 budget.

NOW, THEREFORE, BE IT RESOLVED, that the 2018 - 2019 Library Budget be amended, as follows:

REVENUES

Donations/Memorials 101-00000-486101-00000-00-00-00 \$18,935.00
\$18,935.00

EXPENDITURES:

Library Books/Media 101-56500-543201-00000-00-00-00 \$435.00
 Other Supplies & Materials 101-56500-549902-00000-00-00-00 \$18,500.00
\$18,935.00

/s/ Paul Webb
 County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Library Board For: 6 Against: 0

Budget Committee

For: 4

Against: 0

Resolution No. 5-19-15 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

LATE-FILED RESOLUTION NO. 5-19-39

Commissioner Smith moved to accept Late-Filed Resolution No. 5-19-39, seconded by Commissioner Beathard.

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**

/s/ Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Parks & Recreation Committee For: 4 Against: 0
Budget Committee For: 4 Against: 0

Late-Filed Resolution No. 5-19-39 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

LATE-FILED RESOLUTION NO. 5-19-40

Commissioner Smith moved to accept Late-Filed Resolution No. 5-19-40, seconded by Commissioner Ausbrooks.

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)

/s/ Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For: 4 Against: 0

Late-Filed Resolution No. 5-19-40 passed by unanimous recorded vote, 23 'Yes'

and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

OTHER

RESOLUTION NO. 5-19-17

Commissioner Smith moved to accept Resolution No. 5-19-17, seconded by Commissioner Sturgeon.

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 13th 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.

/s/ Steve Smith _____
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Tax Study Committee	For: <u>3</u>	Against: <u>0</u>
Budget Committee	For: <u>4*</u>	Against: <u>0</u> *As amended

*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

Commissioner Smith moved to amend the Resolution by changing 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

Commissioner Lothers seconded the motion to amend.

The amendment passed by recorded vote, 22 ‘Yes’ and 1 ‘No’ as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Dwight Jones	Jennifer Mason	Barb Sturgeon
Dana Ausbrooks	Ricky Jones	Chas Morton	Tom Tunnicliffe
Robbie Beal	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	<u>NO</u>
Keith Hudson	Beth Lothers	Chad Story	Brian Beathard

Resolution No. 5-19-17, as amended, passed by unanimous recorded vote, 23

‘Yes’ and 0 ‘No’ as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-18

Commissioner Smith moved to accept Resolution No. 5-19-18, seconded by Commissioner Rainey.

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 13th 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.

/s/ Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Highway Commission For: 4 Against: 0

Resolution No. 5-19-18 passed by unanimous recorded vote, 23 ‘Yes’ and 0 ‘No’ as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon

Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-19

Commissioner Smith moved to accept Resolution No. 5-19-19, seconded by Commissioner Ausbrooks.

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.

/s/ Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Resolution No. 5-19-19 passed by unanimous recorded vote, 23 ‘Yes’ and 0 ‘No’ as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb

Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-20

Commissioner Morton moved to accept Resolution No. 5-19-20, seconded by Commissioner Williams.

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 13th 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.

/s/ Matt Williams
County Commissioner

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Highway Commission	For: <u>5</u>	Against: <u>0</u>
Public Safety/Law Enforcement Committee	For: <u>4</u>	Against: <u>0</u>

Resolution No. 5-19-20 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-21

Commissioner Sturgeon moved to accept Resolution No. 5-19-21, seconded by Commissioner Dwight Jones.

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 13th 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.

/s/ Barb Sturgeon
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Tax Study Committee	For: <u> 3 </u>	Against: <u> 0 </u>
Budget Committee	For: <u> 4 </u>	Against: <u> 0 </u>

Resolution No. 5-19-21 passed by unanimous recorded vote, 23 ‘Yes’ and 0 ‘No’

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-22

Commissioner Ricky Jones moved to accept Resolution No. 5-19-22, seconded by Commissioner Dwight Jones.

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^h 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.

/s/ Ricky Jones
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Public Safety/Law Enforcement Committee	For: <u>4</u>	Against: <u>0</u>
Property Committee	For: <u>5</u>	Against: <u>0</u>
Budget Committee	For: <u>4</u>	Against: <u>0</u>

Resolution No. 5-19-22 passed by unanimous recorded vote, 23 ‘Yes’ and 0 ‘No’ as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-23

Commissioner Morton moved to accept Resolution No. 5-19-23, seconded by Commissioner Williams.

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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee	For: <u> 5 </u>	Against: <u> 0 </u>
Public Safety/Law Enforcement Committee	For: <u> 4 </u>	Against: <u> 0 </u>
Budget Committee	For: <u> 4 </u>	Against: <u> 0 </u>

Resolution No. 5-19-23 passed by unanimous recorded vote, 23 ‘Yes’ and 0 ‘No’

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-24

Commissioner Morton moved to accept Resolution No. 5-19-24, seconded by Commissioner Ausbrooks.

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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-24 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-25

Commissioner Ricky Jones moved to accept Resolution No. 5-19-25, seconded by Commissioner Tunncliffe.

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 is 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 13th 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.

/s/ Ricky Jones _____
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0
Public Safety/Law Enforcement Committee For: 4 Against: 0

Resolution No. 5-19-25 passed by unanimous recorded vote, 23 ‘Yes’ and 0 ‘No’

as follows:

YES	YES	YES	YES
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-26

Commissioner Sturgeon moved to accept Resolution No. 5-19-26, seconded by Commissioner Smith.

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 13th 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.

/s/ Barb Sturgeon
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Tax Study Committee For: 3 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-26 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-27

Commissioner Hester moved to accept Resolution No. 5-19-27, seconded by Commissioner Smith.

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 13th 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.

/s/ Betsy Hester
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Public Health Committee For: 5 Against: 0
Budget Committee For: 4 Against: 0

Resolution No. 5-19-27 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-28

Commissioner Morton moved to accept Resolution No. 5-19-28, seconded by Commissioner Lothers.

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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-28 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-29

Commissioner Morton moved to accept Resolution No. 5-19-29, seconded by Commissioner Herbert.

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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-29 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-30

Commissioner Morton moved to accept Resolution No. 5-19-30, seconded by Commissioner Williams.

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH THE
HILLSBORO 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 5335 Old Hillsboro Road, Franklin, Tennessee;

WHEREAS, the Hillsboro Senior Citizens Center currently uses part of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee, through a lease agreement which cannot be renewed;

WHEREAS, the Hillsboro 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 5335 Old Hillsboro Road, Franklin, 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 Hillsboro Senior Citizens Center so they can continue to use part of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of May, 2019, hereby authorizes the Williamson County Mayor to execute a lease agreement with the Hillsboro Senior Citizens Center, as well as all other related documents necessary for it to continue to lease part of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-30 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-31

Commissioner Morton moved to accept Resolution No. 5-19-31, seconded by Commissioner Hester.

**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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-31 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

YES	YES	YES	YES
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-32

Commissioner Morton moved to accept Resolution No. 5-19-32, seconded by Commissioner Ricky Jones.

**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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-32 passed by unanimous recorded vote, 23 'Yes' and 0 'No'

as follows:

YES	YES	YES	YES
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-33

Commissioner Morton moved to accept Resolution No. 5-19-33, seconded by Commissioner Dwight Jones.

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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-33 passed by unanimous recorded vote, 23 ‘Yes’ and 0 ‘No’

as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-34

Commissioner Morton moved to accept Resolution No. 5-19-34, seconded by Commissioner Dwight Jones.

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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-34 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

YES	YES	YES	YES
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams

Betsy Hester	Thomas Little	Steve Smith	
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RESOLUTION NO. 5-19-35

Commissioner Morton moved to accept Resolution No. 5-19-35, seconded by Commissioner Dwight Jones.

**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 West 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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-35 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

YES	YES	YES	YES
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story

Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunncliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-36

Commissioner Morton moved to accept Resolution No. 5-19-36, seconded by Commissioner Dwight Jones.

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 13th 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.

/s/ Charles Morton
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For: 5 Against: 0

Resolution No. 5-19-36 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

YES	YES	YES	YES
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Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-37

Commissioner Ricky Jones moved to accept Resolution No. 5-19-37, seconded by Commissioner Smith.

**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.

/s/ Ricky Jones
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Public Safety/Law Enforcement Committee	For: <u>4</u>	Against: <u>0</u>
Budget Committee	For: <u>4</u>	Against: <u>0</u>

Resolution No. 5-19-37 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

YES	YES	YES	YES
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Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

RESOLUTION NO. 5-19-38

Commissioner Smith moved to accept Resolution No. 5-19-38, seconded by Commissioner Ausbrooks.

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 the election of Trustees.

NOW THEREFORE BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this the 13th 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 the 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.

/s/ Bert Chalfant
County Commissioner

/s/ Steve Smith
County Commissioner

/s/ Dana Ausbrooks
County Commissioner

/s/ David Landrum
County Commissioner

/s/ Matt Williams
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Public Health Committee	For: <u>4</u>	Against: <u>1</u>
Tax Study Committee	For: <u>3</u>	Against: <u>0</u>
Budget Committee	For: <u>4</u>	Against: <u>0</u>

In response to a question from Commissioner Sturgeon, Chairman Little stated that Commissioner Ausbrooks, Commissioner Chalfant, Commissioner Landrum, and Commissioner Williams currently serve on the Board of Trustees.

Resolution No. 5-19-38 passed by unanimous recorded vote, 23 'Yes' and 0 'No' as follows:

<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
Sean Aiello	Keith Hudson	Beth Lothers	Chad Story
Dana Ausbrooks	Dwight Jones	Jennifer Mason	Barb Sturgeon
Robbie Beal	Ricky Jones	Chas Morton	Tom Tunnicliffe
Brian Beathard	David Landrum	Erin Nations	Paul Webb
Judy Herbert	Gregg Lawrence	Jerry Rainey	Matt Williams
Betsy Hester	Thomas Little	Steve Smith	

Commissioner Webb moved to adjourn, seconded by Commissioner Dwight Jones. Motion passed by unanimous voice vote.

Meeting Adjourned - 8:50 p.m.