

RESOLUTION NO. 9-20-1

Requested by: Board of Education

**RESOLUTION AMENDING THE 2020-2021 GENERAL PURPOSE SCHOOL BUDGET
 \$296,485 FOR ADDITIONAL TECH COACHES AND SUPPORT SPECIALISTS**

WHEREAS, COVID is a reality that the school system is adapting to and changing the way that education is being conducted for our students and there is a need to add additional Technology coaches and support specialists to deal with the district wide efforts to give education to online students; and

WHEREAS, the district implemented a small on line education curriculum last year with the intent to grow the program gradually but with the onset of COVID 19, more students than anticipated have chosen to take on line courses and the need for support of this program is essential for the education of thousands of our students; and

WHEREAS, this was unexpected and fund balance can be used to fund this need;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on September 14, 2020, approve and amend the 2020-2021 General Purpose School Fund budget in the following manner:

Revenue		
141.39000	Fund Balance	\$296,485
Expenditure		
141.72210.518900	Other Salaries and Wages (2 Tech coaches and 2 appl specialist)	\$220,048
141.72210.520100	FICA	13,643
141.72210.520400	Pension	17,000
141.72210.520600	Life	204
141.72210.520700	Medical	40,400
141.72210.520800	Dental	2,000
141.72210.521200	Medicare	3,190
	Total	\$296,485


 Commissioner

Committees Referred to & Action Taken

- 1. School Board For 12 Against 0
- 2. Education For Against
- 3. Budget For Against

COMMISSION ACTION TAKEN: For Against ABS Out

 Elaine Anderson - County Clerk

 Tommy Little - Commission Chairman

 Date

 Rogers Anderson - County Mayor

Resolution No. 9-20-2
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
PURCHASE AGREEMENT TO PURCHASE IMPROVED REAL PROPERTY LOCATED AT
305 BEASLEY DRIVE IN FRANKLIN, TENNESSEE
AT A COST NOT TO EXCEED \$7,000,000 (SEVEN MILLION DOLLARS)
FOR THE PURCHASE, DUE DILIGENCE AND ASSOCIATED CLOSING COSTS**

WHEREAS, pursuant to *Tennessee Code Annotated, Section 5-7-101*, Williamson County may acquire and hold property for County purposes and make all contracts necessary to acquire interest in real property; and

WHEREAS, Fibertek Building, LLC (the "Seller") owns an approximate undivided three and seventy-two hundredths (3.72) acre lot located at 305 Beasley Dr., Franklin, Tennessee and described as Tax Map 090G, C, Parcel 012.00 ("Parcel"); and

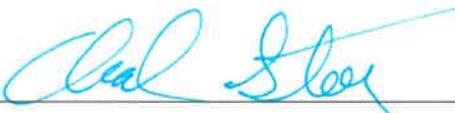
WHEREAS, the Seller is currently asking a purchase price of \$6,990,000.00 for the Parcel; and

WHEREAS, Williamson County is currently looking for property to construct a new Juvenile Services facility and a new justice center in the area of Beasley Drive; and

WHEREAS, purchasing the Parcel will address the County's need for additional property to construct the new facilities; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the Williamson County Mayor to negotiate the purchase of the Parcel in an amount not to exceed \$7,000,000.00 and to execute the purchase agreement and all other documents needed to purchase the Parcel:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 14th day of September, 2020, hereby authorizes the purchase of the Fibertek, LLC's interest in the improved real property located at 305 Beasley Drive, Franklin, Tennessee, and described as Tax Map 090G, C, Parcel 012.00, and authorizes the Williamson County Mayor to negotiate the purchase of the Parcel and to execute the purchase agreement and all other documents needed to purchase the interest in the Parcel for a price not to exceed \$7,000,000.00.



County Commissioner

COMMITTEE REFERRED TO & ACTION TAKEN:

Property Committee	For <u>7</u>	Against <u>0</u>
Budget Committee	For _____	Against _____
Commission Action Taken	For _____	Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

PROPOSED AMENDMENT to Resolution No. 9-20-3:

In light of the decision by the WCS to defer funding for East Elementary at this time, I move to amend the county district school bond resolution by:

1. Reducing the par amount of the bonds from \$29,600,000 to \$6,200,000
2. Replacing the estimated useful life table set forth in Section 3 with the following table:

<u>Project Component</u>	<u>Estimated Cost</u>	<u>Estimated Useful Life (Years)</u>
Acquisition of Land	\$ 520,996	40
School Maintenance	\$ 3,057,752	15
School Technology Equipment	\$ 2,500,032	5
	Weighted Average Life	13.03

3. Replacing the bond amortization and debt service table set forth in Section 4(b) with the following table:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total P+I</u>
04/01/2021	-	16,441.25	16,441.25
04/01/2022	680,000.00	32,882.50	712,882.50
04/01/2023	680,000.00	31,182.50	711,182.50
04/01/2024	680,000.00	29,142.50	709,142.50
04/01/2025	685,000.00	26,762.50	711,762.50
04/01/2026	685,000.00	24,022.50	709,022.50
04/01/2027	690,000.00	20,597.50	710,597.50
04/01/2028	695,000.00	16,457.50	711,457.50
04/01/2029	700,000.00	11,592.50	711,592.50
04/01/2030	705,000.00	5,992.50	710,992.50
Total	\$6,200,000.00	\$215,073.75	\$6,415,073.75

Estimated TIC:0.80%

4. Replacing the costs of issuance table set forth in Section 9(c) with the following table:

Financial Advisor:	\$12,500
Bond Counsel:	\$12,000
Rating Agency:	\$9,000
Paying Agent:	\$500
Official Statement:	\$1,000
Miscellaneous:	\$0
Total:	<u>\$35,000</u>

5. Replacing the table allocating and appropriating Educational Impact Fees set forth in Section 13 with the following table:

<u>Project Identification</u>	<u>Project Expense</u>	<u>Portion of Expense to be Defrayed by Impact Fees</u>
South Elementary	Capital improvement costs	\$7,000,000.00

RESOLUTION NO. 9-20-3
Requested by: Budget Director

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$29,600,000 OF COUNTY DISTRICT SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE, PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS, AND ALLOCATING EDUCATIONAL IMPACT FEE COLLECTIONS TO DEFRAY PUBLIC IMPROVEMENT EXPENSES

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

WHEREAS, the Board of County Commissioners (the "Governing Body") of Williamson County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue county district school bonds of the County to provide funds for the (i) acquisition, design, construction, improvement, renovation and equipping of County K-8 school facilities; (ii) acquisition of property real and personal appurtenant to the foregoing; (iii) payment of engineering, architectural, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (v) payment of costs incident to the issuance and sale of such bonds; and

WHEREAS, the Governing Body wishes to allocate Educational Impact Fee collections to certain costs of the Projects; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed \$29,600,000 in aggregate principal amount of its county district school bonds; providing for the levy of a tax for the payment of debt service on such bonds; and allocating Educational Impact Fee collections to certain costs of the Projects.

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 the Act 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 not to exceed \$29,600,000 in aggregate principal amount of County District School Bonds of the County, 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) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

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

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

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

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

(j) "Impact Fees" shall mean Educational Impact Fees imposed and collected by the County in the manner and at the time specified in Resolutions No. 11-16-6 and 11-16-7, adopted November 14, 2016;

(k) "Municipal Advisor" means Stephens Inc., Nashville, Tennessee;

(l) "Projects" shall have the meaning ascribed to it in the preamble hereto; and

(o) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

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 set forth in Sections 4 and 9 below. The Projects include capital improvements with varying estimated useful lives. In accordance with the terms of the Debt Management Policy, the following table identifies an estimated breakdown of the Projects by cost and useful life. The Governing Body acknowledges that all Projects will be amortized pro rata with the amortization of the Bonds, as projected in Section 4 below. As required by the Debt Management Policy, the weighted average maturity of the Bonds will be shorter than the weighted average useful life of the Projects.

<u>Project Component</u>	<u>Estimated Cost (1)</u>	<u>Estimated Useful Life (Years)</u>
School Land/Construction (1)	\$ 23,643,484	40
School Maintenance	\$ 3,057,752	15
School Technology Equipment	\$ 2,500,032	5
<i>(1) Net of Impact Fee Contributions</i>	Weighted Average Life	34.39

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) 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 not to exceed \$29,600,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as "County District School 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 series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2021. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

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(b) Subject to modifications permitted in Section 8 hereof, the Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in the table below. The interest amounts set forth below are estimates and are included herein solely for purpose of presenting estimated debt service costs as contemplated by the County's debt management policies. Actual principal and interest payments will depend upon market conditions on the date on which the Bonds are competitively bid and the structure of the winning bid, as described in Section 8.

Date	Principal	Interest	Total P+I
04/01/2021	-	209,598.75	209,598.75
04/01/2022	-	419,197.50	419,197.50
04/01/2023	-	419,197.50	419,197.50
04/01/2024	1,510,000.00	419,197.50	1,929,197.50
04/01/2025	1,515,000.00	413,912.50	1,928,912.50
04/01/2026	1,520,000.00	407,852.50	1,927,852.50
04/01/2027	1,530,000.00	400,252.50	1,930,252.50
04/01/2028	1,540,000.00	391,072.50	1,931,072.50
04/01/2029	1,550,000.00	380,292.50	1,930,292.50
04/01/2030	1,560,000.00	367,892.50	1,927,892.50
04/01/2031	1,575,000.00	354,632.50	1,929,632.50
04/01/2032	1,595,000.00	335,732.50	1,930,732.50
04/01/2033	1,615,000.00	311,807.50	1,926,807.50
04/01/2034	1,645,000.00	283,545.00	1,928,545.00
04/01/2035	1,675,000.00	253,935.00	1,928,935.00
04/01/2036	1,705,000.00	222,947.50	1,927,947.50
04/01/2037	1,740,000.00	190,552.50	1,930,552.50
04/01/2038	1,775,000.00	155,752.50	1,930,752.50
04/01/2039	1,810,000.00	119,365.00	1,929,365.00
04/01/2040	1,850,000.00	81,355.00	1,931,355.00
04/01/2041	1,890,000.00	41,580.00	1,931,580.00
Total	\$29,600,000.00	\$6,179,671.25	\$35,779,671.25

Estimated TIC:
1.75%

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2030 shall mature without option of prior redemption and Bonds maturing April 1, 2031 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

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

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

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the

Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

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

(l) 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.

(m) 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.

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

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be 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
COUNTY DISTRICT SCHOOL 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 April 1, 2021, 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 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 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 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 on or before April 1, 2030, shall mature without option of prior redemption and Bonds maturing April 1, 2031 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners 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.]

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 finance County K-8 school projects and payment of costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 *et seq.*, Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on _____, 2020 (the "Resolution").

This Bond 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.

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

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series 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.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

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

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

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2021, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the 21st fiscal year following the fiscal year of such series; (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of Bonds is consistent with the provisions of Section 4 hereof.

(5) adjust (by duration and/or price) or remove the County's right to optionally redeem the Bonds;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the County and such premium to be paid by the County or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "County District School 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.

(d) 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.

(e) 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, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds.

(a) The proceeds of the sale of each series of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the County District School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof and (ii) pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall be retained in the Construction Fund and applied to the purposes described above. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the applicable County Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) 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 Bonds, including bond proceeds, accrued interest, reoffering premium, Impact Fees allocated pursuant to Section 13 hereof, 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.

(c) The following is an estimate of the non-underwriting costs of issuance of the Bonds (any underwriting discount will be determined by competitive bid):

Financial Advisor:	\$30,000
Bond Counsel:	\$27,500
Rating Agency:	\$20,000
Paying Agent:	\$450
Official Statements:	\$740
Miscellaneous:	\$0
Total:	<u>\$78,690</u>

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County 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 the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure 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 the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. 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 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.

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

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

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

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

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

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

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

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

Section 13. Allocation of Impact Fees to Public Improvement Expenses. The Governing Body hereby determines to defray the costs of the Projects listed below by allocating and appropriating Impact Fees thereto:

<u>Project Identification</u>	<u>Project Expense</u>	<u>Portion of Expense to be Defrayed by Impact Fees</u>
East Elementary	Capital improvement costs	\$7,000,000.00
South Elementary	Capital improvement costs	\$4,877,512.25

Impact Fees which have been allocated for the purpose of defraying capital acquisition, construction and improvements costs of a Project will be applied to the payment of such capital costs prior to the application of Bond proceeds to such capital costs. The County's finance and school officials are authorized and directed to maintain records detailing the allocation of all Impact Fees to the Project Expenses described above.

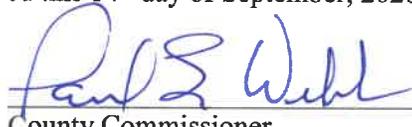
Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner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

Section 16. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 14th day of September, 2020.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For _____ Against _____

COMMISSION ACTION TAKEN: For ___ Against ___ Pass ___ Out ___
Abstain _____ Absent _____

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

(shared/resolutions/Fall 2020 County District School Resolution \$29.6m)

RESOLUTION NO. 9-20-4
Requested by: Budget Director

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$39,000,000 OF GENERAL OBLIGATION PUBLIC IMPROVEMENT AND SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE, PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS AND ALLOCATING EDUCATIONAL IMPACT FEE COLLECTIONS TO DEFRAY PUBLIC IMPROVEMENT EXPENSES

WHEREAS, pursuant to Section 9-21-101, et seq., Tennessee Code Annotated and Sections 49-3-1001, et seq., Tennessee Code Annotated (the "Acts"), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance public works projects and school projects; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Williamson County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide funds for the (i) design, construction, improvement, renovation and equipping of public buildings and facilities for the County, including but not limited to (A) County high schools, (B) Beasley property, library and other County facilities, (C) animal control facilities, (D) juvenile services facility, (E) jail facilities, (F) parks and recreation facilities, (G) public safety and Sheriff facilities and (H) solid waste sanitation facilities; (ii) acquisition of all real and personal property related thereto; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the costs of the Projects; and (v) payment of costs incident to the issuance and sale of such bonds; and

WHEREAS, the issuance of general obligation bonds to finance public works projects other than school projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body has on the date hereof adopted an initial resolution proposing the issuance of not to exceed \$34,500,000 in aggregate principal amount of general obligation bonds to finance the Projects other than those related to County high schools, which initial resolution will be published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body wishes to allocate Educational Impact Fee collections to certain costs of the Projects; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed \$39,000,000 in aggregate principal amount of its general obligation public improvement and school bonds; providing for the levy of a tax for the payment of debt service on such bonds; and allocating Educational Impact Fee collections to certain costs of the Projects.

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 the Acts 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 not to exceed \$39,000,000 in aggregate principal amount of General Obligation Public Improvement and School Bonds of the County, 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) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;
- (f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;
- (g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;
- (h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;
- (i) "Governing Body" means the Board of County Commissioners of the County;
- (j) "Impact Fees" shall mean Educational Impact Fees imposed and collected by the County in the manner and at the time specified in Resolutions No. 11-16-6 and 11-16-7, adopted November 14, 2016;
- (k) "Municipal Advisor" means Stephens Inc., Nashville, Tennessee;
- (l) "Projects" shall have the meaning ascribed to it in the preamble hereto; and
- (m) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

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 set forth in Sections 4 and 9 below. The Projects include capital improvements with varying estimated useful lives. In accordance with the terms of the Debt Management Policy, the following table identifies an estimated breakdown of the Projects by cost and useful life. The Governing Body acknowledges that all Projects will be amortized pro rata with the amortization of the Bonds, as projected in Section 4 below. As required by the Debt Management Policy, the weighted average maturity of the Bonds will be shorter than the weighted average useful life of the Projects.

General Government -- Acquisition, Construction, Improvement	\$ 17,974,245	40
General Government -- Shorter Lived Equipment	\$ 2,653,024	10
General Government -- Longer Lived Equipment	\$ 10,407,731	15
School Technology Equipment	\$ 3,131,263	5
School Maintenance	\$ 1,247,600	15
General Government -- Maintenance	\$ 3,100,000	15

<i>(1) Net of Impact Fee Contributions</i>	Weighted Average Life	25.51
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Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) 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 not to exceed \$39,000,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as “General Obligation Public Improvement and School 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 series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2021. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

(b) Subject to modifications permitted in Section 8 hereof, the Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in the table below. The interest amounts set forth below are estimates and are included herein solely for purpose of presenting estimated debt service costs as contemplated by the County’s debt management policies. Actual principal and interest payments will depend upon market conditions on the date on which the Bonds are competitively bid and the structure of the winning bid, as described in Section 8.

Date	Principal	Interest	Total P+I
04/01/2021	-	276,160.00	276,160.00
04/01/2022	-	552,320.00	552,320.00
04/01/2023	-	552,320.00	552,320.00
04/01/2024	1,990,000.00	552,320.00	2,542,320.00
04/01/2025	1,995,000.00	545,355.00	2,540,355.00
04/01/2026	2,005,000.00	537,375.00	2,542,375.00
04/01/2027	2,015,000.00	527,350.00	2,542,350.00
04/01/2028	2,025,000.00	515,260.00	2,540,260.00
04/01/2029	2,040,000.00	501,085.00	2,541,085.00
04/01/2030	2,060,000.00	484,765.00	2,544,765.00
04/01/2031	2,075,000.00	467,255.00	2,542,255.00
04/01/2032	2,100,000.00	442,355.00	2,542,355.00
04/01/2033	2,130,000.00	410,855.00	2,540,855.00
04/01/2034	2,170,000.00	373,580.00	2,543,580.00
04/01/2035	2,210,000.00	334,520.00	2,544,520.00
04/01/2036	2,250,000.00	293,635.00	2,543,635.00
04/01/2037	2,290,000.00	250,885.00	2,540,885.00
04/01/2038	2,335,000.00	205,085.00	2,540,085.00
04/01/2039	2,385,000.00	157,217.50	2,542,217.50
04/01/2040	2,435,000.00	107,132.50	2,542,132.50
04/01/2041	2,490,000.00	54,780.00	2,544,780.00
Total	\$39,000,000.00	\$8,141,610.00	\$47,141,610.00

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2030 shall mature without option of prior redemption and Bonds maturing April 1, 2031 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

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

of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

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

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

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

(l) 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.

(m) 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.

(n) 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. For the prompt payment of the debt service on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

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

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
GENERAL OBLIGATION PUBLIC IMPROVEMENT AND SCHOOL 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 April 1, 2021, 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 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 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 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 on or before April 1, 2030 shall mature without option of prior redemption and Bonds maturing April 1, 2031 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2030 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners 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.]

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 (i) finance public works and public facilities improvements for the County and high school construction and improvement projects, and (ii) pay costs of issuing the Bonds, 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 Sections 49-3-1001 et seq., Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on _____, 2020 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property 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 the 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. 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 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 by competitive sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series 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.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

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

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

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2021, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the 21st fiscal year following the fiscal year of such series; (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of Bonds is consistent with the provisions of Section 4 hereof.

(5) adjust (by duration and/or price) or remove the County's right to optionally redeem the Bonds; and

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement and School 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.

(d) 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.

(e) 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, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds.

(a) The proceeds of the sale of each series of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in one or more special funds, each known as the Public Improvement and School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof

and (ii) pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall be retained in the Construction Fund and applied to the purposes described above. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the applicable County Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) 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 Bonds, including bond proceeds, accrued interest, reoffering premium, Impact Fees allocated pursuant to Section 13 hereof, 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.

(c) The following is an estimate of the non-underwriting costs of issuance of the Bonds (any underwriting discount will be determined by competitive bid):

Financial Advisor:	\$35,000
Bond Counsel:	\$27,500
Rating Agency:	\$26,500
Paying Agent:	\$450
Official Statements:	\$900
Miscellaneous:	\$0
Total:	<u>\$90,350</u>

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County 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 the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure 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 the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. 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 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.

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

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

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

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

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

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

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

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

Section 13. Allocation of Impact Fees to Public Improvement Expenses. The Governing Body hereby determines to defray the costs of the Projects listed below by allocating and appropriating Impact Fees thereto:

<u>Project Identification</u>	<u>Project Expense</u>	<u>Portion of Expense to be Defrayed by Impact Fees</u>
Page High School – Non-FSSD	Capital improvements costs	\$2,095,248.63
Page High School – FSSD	Capital improvements costs	\$1,061,300.52

Impact Fees which have been allocated for the purpose of defraying capital acquisition, construction and improvements costs of a Project will be applied to the payment of such capital costs prior to the application of Bond proceeds to such capital costs. The County's finance and school officials are authorized and directed to maintain records detailing the allocation of all Impact Fees to the Project Expenses described above.

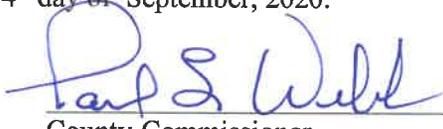
Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 16. 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 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 14th day of September, 2020.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee _____ For _____ Against _____

COMMISSION ACTION TAKEN: For ___ Against ___ Pass ___ Out ___ Abstain ___ Absent ___

Elaine H. Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION NO. 9-20-5
Requested by: Budget Director

**AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$34,500,000 OF GENERAL OBLIGATION BONDS OF
WILLIAMSON COUNTY, TENNESSEE**

BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee (the "County") that for the purpose of providing funds for the (i) design, construction, improvement, renovation and equipping of public buildings and facilities for the County, including but not limited to the (A) Beasley property, library and other County facilities, (B) animal control facilities, (C) juvenile services facility, (D) jail facilities, (E) parks and recreation facilities, (F) public safety and Sheriff facilities and (G) solid waste sanitation facilities; (ii) acquisition of all real and personal property related thereto; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) payment of the principal of and interest on any bond anticipation notes issued for the costs of the Projects; (v) payment of capitalized interest on the bonds during the completion of the Projects; and (vi) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of the County in an aggregate principal amount of not to exceed \$34,500,000, which bonds shall bear interest at a rate or rates per annum not to exceed the maximum rate or rates permitted by Tennessee law, and shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

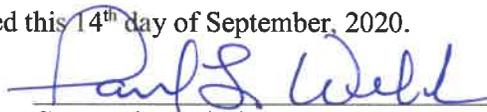
BE IT FURTHER RESOLVED by the Board of County Commissioners of Williamson County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$34,500,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

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

Elaine H. Anderson, County Clerk

Adopted and approved this 14th day of September, 2020.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee _____ For _____ Against _____

COMMISSION ACTION TAKEN: For ___ Against ___ Pass ___ Out ___ Abstain ___ Absent ___

Elaine H. Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION NO. 9-20-6
Requested by: Budget Director

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

WHEREAS, Williamson County, Tennessee (the "County") has outstanding its County District School Bonds, Series 2013, dated November 20, 2013 (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, under applicable federal tax laws, refunding bonds may not be issued on a tax-exempt basis, but may be issued on a taxable basis, in order to refund outstanding bonds more than 90 days prior to their first optional redemption date; and

WHEREAS, the Outstanding Bonds are not subject to optional redemption until May 1, 2023, so any refunding bonds must be issued on a taxable basis; 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 Director of the Division of Local Government 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) "County" shall mean Williamson County, Tennessee;

(d) "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;

(e) "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;

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

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

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

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

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

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

(l) "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;

(m) "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.

(n) "State Director" shall mean the Director of the Division of Local Government 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, net savings 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 May 1 and November 1 in each year, commencing May 1, 2021. 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 May 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 shall be subject to redemption prior to maturity at the option of the County at any time on or after May 1, 2030, at

a price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

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

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration

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

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

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

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

redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

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

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

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

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

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

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

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

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

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

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

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

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [May 1, 2021], and semi-annually thereafter on the first day of May and November 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 this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

[Bonds of the issue of which this Bond is one maturing _____ through _____, inclusive, shall mature without option of prior redemption, and Bonds maturing _____ and thereafter shall be subject to redemption prior to maturity at the option of the County on _____ and thereafter, as a whole or in part, at any time, at the redemption price of par plus interest accrued to the redemption date.]

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

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

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

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person

as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

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

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

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

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the

period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to refund the County's outstanding County District School Bonds, Series 2013, dated November 20, 2013, 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 _____, 2020 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

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

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

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

WILLIAMSON COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

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

Date of Registration: _____

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

Registration Agent
By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

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

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale, in one or more emissions, at a price of not less than ninety-eight percent (98%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(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, in consultation with the Municipal Advisor, 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 May 1, 2021, 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) adjust any of the terms upon which the Bonds are subject to optional redemption, and the manner of selection 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 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, and any agreements heretofore entered with the Municipal Advisor and bond counsel with respect to the Bonds are hereby ratified and approved.

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. 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. The Bonds will be issued as federally taxable bonds because the proceeds thereof will be used to refund the Refunded Bonds more than 90 days prior to their redemption date. The County Mayor is authorized to include the word(s) "Taxable" or "Federally Taxable" in the designation of the Bonds. Notwithstanding the foregoing or anything else herein to the contrary, if federal tax laws are changed prior to the issuance of the Bonds so as to permit the tax-exempt advance refunding of the Refunded Bonds, then the Bonds may be issued on a tax-exempt basis. In that event, the following provisions shall apply: The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Accounts and Budgets are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

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. This resolution is intended to supersede and replace that certain resolution authorizing the issuance of county district school refunding bonds, adopted by the Governing Body on March 9, 2020. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 14th day of September, 2020.



COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For _____ Against _____

COMMISSION ACTION TAKEN: For ___ Against ___ Pass ___ Out ___
Abstain _____ Absent _____

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

EXHIBIT A

Debt Service Schedule, Estimated Costs and Net Savings

Date	Series 2020 Bonds			Series 2013 Bonds	Preliminary Net Savings
	Principal	Interest	Total P+I	Total P+I	
05/01/2020	-	-	-		
05/01/2021	50,000.00	118,871.28	168,871.28	252,200.00	83,328.72
05/01/2022	205,000.00	218,020.00	423,020.00	504,400.00	81,380.00
05/01/2023	205,000.00	216,626.00	421,626.00	504,400.00	82,774.00
05/01/2024	1,180,000.00	214,965.50	1,394,965.50	1,474,400.00	79,434.50
05/01/2025	1,180,000.00	204,227.50	1,384,227.50	1,465,600.00	81,372.50
05/01/2026	1,200,000.00	192,309.50	1,392,309.50	1,475,600.00	83,290.50
05/01/2027	1,205,000.00	177,909.50	1,382,909.50	1,464,000.00	81,090.50
05/01/2028	1,230,000.00	162,244.50	1,392,244.50	1,471,200.00	78,955.50
05/01/2029	1,240,000.00	143,794.50	1,383,794.50	1,466,400.00	82,605.50
05/01/2030	1,255,000.00	123,954.50	1,378,954.50	1,460,000.00	81,045.50
05/01/2031	1,280,000.00	102,619.50	1,382,619.50	1,462,000.00	79,380.50
05/01/2032	1,300,000.00	79,579.50	1,379,579.50	1,462,000.00	82,420.50
05/01/2033	1,325,000.00	54,879.50	1,379,879.50	1,460,000.00	80,120.50
05/01/2034	1,345,000.00	28,379.50	1,373,379.50	1,456,000.00	82,620.50
Total	\$14,200,000.00	\$2,038,380.78	\$16,238,380.78	\$17,378,200.00	\$1,139,819.22

Note: The above numbers assume the County only refinances the 2013 Bonds maturing from 2024 to 2034. This results in smaller new principal amounts in 2021 to 2023.

Estimated True Interest Cost: 1.75%

Preliminary Costs of Issuance Estimate:

Financial Advisor:	\$27,500
Bond Counsel:	\$20,000
Rating Agency:	\$12,000
Verification Agent:	\$3,000
Paying Agent:	\$700
Escrow Agent:	\$500
Official Statements:	\$500
Miscellaneous:	\$1,300
Total:	\$65,500

Any underwriting discount will be determined by competitive bid
 Net Savings are net of estimated costs

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2020 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 2013, dated November 20, 2013, 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 [Federally Taxable] County District School Refunding Bonds, Series 2020[A], dated the date hereof (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 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 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 3.07 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 3.08 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 3.07. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.09 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.07 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 3.07. 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 3.10 hereof.

Section 3.10 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 3.07 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 3.07 hereof.

Section 3.11 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 3.11 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 Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code. 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.

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. 9-20-7
Requested by: Budget Director

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

WHEREAS, Williamson County, Tennessee (the "County") has outstanding its General Obligation School and Public Improvement Bonds, Series 2013, dated November 20, 2013 (the "Outstanding Bonds"); and

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

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

WHEREAS, under applicable federal tax laws, refunding bonds may not be issued on a tax-exempt basis, but may be issued on a taxable basis, in order to refund outstanding bonds more than 90 days prior to their first optional redemption date; and

WHEREAS, the Outstanding Bonds are not subject to optional redemption until May 1, 2023, so any refunding bonds must be issued on a taxable basis; 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 and public improvement refunding bonds of the County; and

WHEREAS, the plan of said refunding has been submitted to the Director of the Division of Local Government 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 school and public improvement 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 and Public Improvement 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) "County" shall mean Williamson County, Tennessee;

(d) "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;

(e) "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;

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

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

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

(i) "Hospital" means the Williamson County Hospital District, d/b/a Williamson Medical Center;

(j) "Interlocal Agreement" means the agreement between the County and the Hospital entered into in connection with the issuance of the Outstanding Bonds, which obligated the Hospital to provide for the timely payment of the debt service on the portion of the Outstanding Bonds allocable to Hospital capital projects;

(k) "Municipal Advisor" means Stephens Inc., Nashville, Tennessee;

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

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

(n) "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 the Division of Local Government 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, net savings 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 "General Obligation School and Public Improvement 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 May 1 and November 1 in each year, commencing May 1, 2021. 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 May 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 shall be subject to redemption prior to maturity at the option of the County at any time on or after May 1, 2030, at a 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. For the prompt payment of the debt service on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. Any portion of the Bonds attributable to the costs of improvements to the Hospital and costs associated thereto, are additionally payable from, although not secured by, revenues of the Hospital pursuant to the Interlocal Agreement, as amended pursuant to Section 17 hereof.

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
AND PUBLIC IMPROVEMENT 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 [May 1, 2021], and semi-annually thereafter on the first day of May and November 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 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 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 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</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 General Obligation School and Public Improvement Bonds, Series 2013, dated November 20, 2013, 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 _____, 2020 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

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

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

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

WILLIAMSON COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the principal corporate trust office of: _____

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

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

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale, in one or more emissions, at a price of not less than ninety-eight percent (98%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(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, in consultation with the Municipal Advisor, 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 and Public Improvement 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 May 1, 2021, 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) adjust any of the terms upon which the Bonds are subject to optional redemption, and the manner of selection 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 and Public Improvement 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 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, and any agreements heretofore entered with the Municipal Advisor and bond counsel with respect to the Bonds are hereby ratified and approved.

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. 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. The Bonds will be issued as federally taxable bonds because the proceeds thereof will be used to refund the Refunded Bonds more than 90 days prior to their redemption date. The County Mayor is authorized to include the word(s) "Taxable" or "Federally Taxable" in the designation of the Bonds. Notwithstanding the foregoing or anything else herein to the contrary, if federal tax laws are changed prior to the issuance of the Bonds so as to permit the tax-exempt advance refunding of the Refunded Bonds, then the Bonds may be issued on a tax-exempt basis. In that event, the following provisions shall apply: The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Accounts and Budgets are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

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. Authorization of Amendment of Interlocal Agreement. The County Mayor is hereby authorized to cause to be prepared and to execute an amendment to the Interlocal Agreement to require the Hospital to provide for the continued payment of the Hospital's portion of debt service on the Bonds.

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

Section 19. Repeal of Conflicting Resolutions and Effective Date. This resolution is intended to supersede and replace that certain resolution authorizing the issuance of general obligation refunding bonds, adopted by the Governing Body on March 9, 2020. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 14th day of September, 2020



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For _____ Against _____

COMMISSION ACTION TAKEN: For ___ Against ___ Pass ___ Out ___
Abstain ___ Absent ___

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson,
County Mayor

Date

EXHIBIT A

Debt Service Schedule, Estimated Costs and Net Savings

Date	Series 2020 Bonds			Series 2013 Bonds	Preliminary Net Savings
	Principal	Interest	Total P+I	Total P+I	
05/01/2020	-	-	-		
05/01/2021	230,000.00	516,980.76	746,980.76	1,118,200.00	371,219.24
05/01/2022	920,000.00	948,107.50	1,868,107.50	2,236,400.00	368,292.50
05/01/2023	925,000.00	941,851.50	1,866,851.50	2,236,400.00	369,548.50
05/01/2024	5,085,000.00	934,359.00	6,019,359.00	6,386,400.00	367,041.00
05/01/2025	5,125,000.00	888,085.50	6,013,085.50	6,380,400.00	367,314.50
05/01/2026	5,185,000.00	836,323.00	6,021,323.00	6,388,000.00	366,677.00
05/01/2027	5,245,000.00	774,103.00	6,019,103.00	6,388,400.00	369,297.00
05/01/2028	5,305,000.00	705,918.00	6,010,918.00	6,381,600.00	370,682.00
05/01/2029	5,380,000.00	626,343.00	6,006,343.00	6,377,600.00	371,257.00
05/01/2030	5,475,000.00	540,263.00	6,015,263.00	6,386,000.00	370,737.00
05/01/2031	5,560,000.00	447,188.00	6,007,188.00	6,376,000.00	368,812.00
05/01/2032	5,660,000.00	347,108.00	6,007,108.00	6,378,000.00	370,892.00
05/01/2033	5,775,000.00	239,568.00	6,014,568.00	6,381,200.00	366,632.00
05/01/2034	5,880,000.00	124,068.00	6,004,068.00	6,375,200.00	371,132.00
Total	\$61,750,000.00	\$8,870,266.26	\$70,620,266.26	\$75,789,800.00	\$5,169,533.74

Note: The above numbers assume the County only refinances the 2013 Bonds maturing from 2024 to 2034. This results in smaller new principal amounts in 2021 to 2023.

Estimated True Interest Cost: 1.75%

Preliminary Costs of Issuance Estimate:

Financial Advisor:	\$47,500
Bond Counsel:	\$40,000
Rating Agency:	\$48,000
Verification Agent:	\$3,000
Paying Agent:	\$700
Escrow Agent:	\$500
Official Statements:	\$1,300
Miscellaneous:	\$4,000
Total:	\$145,000

Any underwriting discount will be determined by competitive bid
 Net Savings are net of estimated costs

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2020 by and between Williamson County, Tennessee (the "County"), and _____ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its General Obligation School and Public Improvement Bonds, Series 2013, dated November 20, 2013, 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 [Federally Taxable] General Obligation School and Public Improvement Refunding Bonds, Series 2020[A], dated the date hereof (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 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 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 3.07 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 3.08 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 3.07. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.09 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.07 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 3.07. 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 3.10 hereof.

Section 3.10 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 3.07 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 3.07 hereof.

Section 3.11 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 3.11 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 Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code. 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.

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. 9-20-8
Requested by: Director Ondrea Johnson

**RESOLUTION ACCEPTING A CONDITIONAL DONATION OF \$1,400,000
FROM THE FRIENDS OF WILLIAMSON COUNTY ANIMAL CENTER ON BEHALF
OF WILLIAMSON COUNTY ANIMAL CONTROL TO BE USED TOWARDS THE
CONSTRUCTION OF THE NEW ANIMAL CONTROL AND ADOPTION
CENTER AND APPROPRIATING AND AMENDING THE
2020-21 CAPITAL PROJECTS BUDGET**

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 Friends of Williamson County Animal Center (“Friends”) is a non-profit organization established for the benefit of the Williamson County Animal Control and Adoption Center; and

WHEREAS, Williamson County, through the Public Building Authority of Williamson County, Inc., is currently constructing a new animal control and adoption center and Friends have offered to donate money for specific purposes which may not otherwise be included in the initial construction budget; and

WHEREAS, Friends has agreed to make a very generous conditional donation of \$1,400,000.00 to Williamson County, to be used for the construction of a room dedicated for educational purposes, a training room, and an outdoor pavilion as part of the new Williamson County Animal Control and Adoption Center currently under construction including the right to name these rooms and outdoor pavilion, subject to the approval of the Williamson County Mayor; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the very generous donation of \$1,400,000 from the Friends of Williamson County Animal Center to be used for the cost of constructing specific areas at the new Animal Control and Adoption Center:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September 2020, on behalf of Williamson County Animal Control, accepts the generous donation of \$1,400,000 from the Friends of Williamson County Animal Center, to be used for the cost of constructing an education room, a training room, and an outdoor pavilion as part of the new Williamson County Animal Control and Adoption Center construction project;

AND BE IT FURTHER RESOLVED that the Friends of Williamson County Animal Center shall have the right to name the education room, the training room, and the outdoor pavilion subject to the approval of the Williamson County Mayor; and,

BE IT FURTHER RESOLVED, that the 2020-21 Capital Projects budget be amended, as follows:

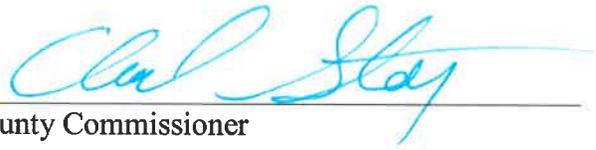
REVENUES:

Donations – Friends of Animal Control (171.00000.486109.00000.00.00.00)	\$ 1,400,000
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EXPENDITURES:

Capital Projects – Animal Control & Adoption Center (171.91140.570601.00000.00.00.00.HW016)	\$ 1,400,000
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Resolution No. _____ (continued)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee
Budget Committee

For 7 Against 0
For Against

Commission Action Taken:

For Against Pass Out

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2020-21 ANIMAL CONTROL BUDGET BY \$20,000 – REVENUES TO COME FROM PETCO FOUNDATION GRANT FUNDS

WHEREAS, Williamson County Animal Control applied to the PetCo Foundation for grant funding to be utilized for the department’s animal life-saving program; and

WHEREAS, the PetCo Foundation has awarded Williamson County a grant in the amount of \$20,000 which will be utilized for extra personnel for the spay-neuter program; and

WHEREAS, the grant requires no matching funds from the County; and

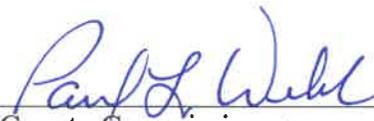
NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September, 2020, that the 2020-21 Animal Control budget be amended, as follows:

REVENUES

Donations \$ 20,000
101.00000.486109.00000.00.00.00

EXPENDITURES

Temporary Personnel \$ 20,000
101.55120.516800.00000.00.00.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For ___ Against ___ Pass ___ Out ___
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2020-21 HEALTH DEPARTMENT BUDGET
BY \$20,000 – REVENUES TO COME FROM GRANT FUNDING**

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 partnered with the Town of Nolensville and Williamson County Schools to design and develop a sidewalk connecting Sunset Elementary and Middle Schools to Sunset Road; and

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

WHEREAS, construction was completed in late July, 2020; and

WHEREAS, the unexpended balance for the 2019-20 fiscal year were received and need to be appropriated to be utilized in the 2020-21 Health Department budget to reimburse Williamson County Schools for partial construction costs of the sidewalk;

NOW, THEREFORE, BE IT RESOLVED, that the 2020-21 Health Department budget be amended, as follows:

REVENUES:

Unappropriated County General Fund Balance \$20,000
101.00000.390000.00000.00.00.00

EXPENDITURES:

Other Contracted Services \$20,000
101.55110.539900.00000.00.00.00 G0071



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For _____ Against _____ Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 9-20-16
Requested by: County Health Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2020-21
HEALTH DEPARTMENT BUDGET BY \$4,341.58 - REVENUES TO COME
FROM STATE GRANT FUNDS**

- WHEREAS,** the Williamson County Health Department was awarded grant funding from the Tennessee Department of Health; and
- WHEREAS,** the funds are 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;
- 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 2020-2021 fiscal year; and
- WHEREAS,** the unexpended balance of \$3,753.44 for the 2019-20 fiscal year needs to be brought forward to be utilized in the 2020-21 Health Department budget to continue working towards the established goals; and
- WHEREAS,** the first quarter installment of \$588.14 for the 2020-21 fiscal year grant has been received;

NOW, THEREFORE, BE IT RESOLVED, that the 2020-21 Health Department budget be amended, as follows:

<u>REVENUES:</u>	
Other State Revenues	\$4,341.58
101.00000.469900.00000.00.00.00	
<u>EXPENDITURES:</u>	
Other Contracted Services	\$4,341.58
101.55110.530906.00000.00.00.00	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For _____ Against _____ Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 9-20-17
Requested by Highway Superintendent

RESOLUTION AMENDING THE 2020-21 HIGHWAY DEPARTMENT BUDGET AND APPROPRIATING UP TO \$ 211,426.52 FOR PAVING EXPENSES ON MURRAY LANE - 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 Murray Lane, which is a State Aid Road,

WHEREAS, the amount of reimbursable expense from the State of Tennessee totals \$ 211,426.52;

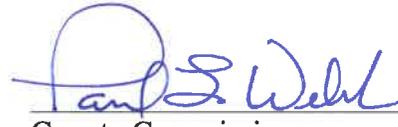
NOW, THEREFORE, BE IT RESOLVED, that the 2020-21 Highway budget be amended, as follows:

REVENUES:

State Aid Program
(131.00000.464200.00000.48.00.00) \$ 211,426.52

EXPENDITURES:

Asphalt – Hot Mix
(131.62000.540400.00000.00.00.00) \$ 211,426.52



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For ___ Against ___
Budget Committee For ___ Against ___

Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 9-20-20
Requested by: Sheriff's Office

RESOLUTION ACCEPTING A CONDITIONAL DONATION OF \$2,500 FROM COUNTRY FINANCIAL CC SERVICES INCORPORATED TO BE USED TO PURCHASE K9 EQUIPMENT AND APPROPRIATING AND AMENDING THE 2020-21 WILLIAMSON COUNTY SHERIFF'S OFFICE BUDGET BY \$2,500 – 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 operates and maintains a K9 team; and

WHEREAS, Country Financial CC Services Incorporated established the Operation Helping Heroes program to support first responders, and has generously donated \$2,500 to the Williamson County Sheriff's Office to be used towards the purchase of equipment for the K9 team; and

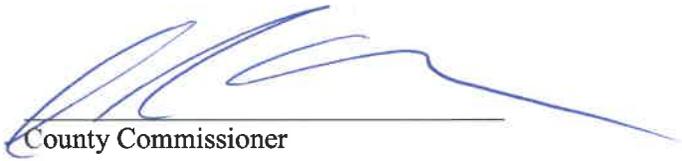
WHEREAS, this revenue was not anticipated during the 2020-21 budget process; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the generous conditional donation of \$2,500 from Country Financial CC Services Incorporated;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September, 2020, on behalf of the Williamson County Sheriff's Office, accepts the generous conditional donation of \$2,500 from Country Financial CC Services Incorporated to be used towards the purchase of equipment for the K9 team, to the degree the funds are available;

AND BE IT FURTHER RESOLVED, that the 2020-21 Williamson County Sheriff's Office budget be amended as follows:

<u>REVENUES:</u>	
Donations	\$2,500
(122.00000.48610.00000.23.00.00)	
<u>EXPENDITURES:</u>	
Sheriff's Office – Other Capital Outlay	\$2,500
(122.54150.579900.00000.00.00.00)	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>5</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Budget Committee	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 9-20-22
Requested by: General Sessions Judge Andre

**RESOLUTION APPROPRIATING AND AMENDING THE 2020-21 WILLIAMSON COUNTY
GENERAL SESSIONS-DUI COURT BUDGET BY \$58,526.95
REVENUES TO COME FROM UNAPPROPRIATED
COUNTY GENERAL FUND BALANCE**

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, Williamson County General Sessions Court operates a DUI Court whose mission is to enhance public safety through the reduction of reoffending driving under the influence ("DUI") offenses; and

WHEREAS, the DUI Court Foundation of Williamson County, Inc., formally the Restorative Justice Foundation, is a 501(c)(3) organization dedicated to supporting the Williamson County DUI Court by securing funds and financial aid for the ongoing operation and expansion of the DUI Court with the purpose of providing participants with treatment and accountability for driving while under the influence; and

WHEREAS, the DUI Court Foundation of Williamson County, Inc., has donated funding within the prior year budget which were not utilized and are available to be appropriated for use for the benefit and operation of DUI Court programs and operations, totaling \$58,526.95;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September, 2020 that the 2020-21 General Sessions DUI Court Budget as follows:

REVENUES:

Unappropriated County General Fund Balance \$58,526.95
(101.00000.390000.00000.00.00.00)

EXPENDITURES:

Contract with DUI Court- Donation \$58,526.95
(101.53300.530902.00000.00.00.00)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 5 Against 0 Pass Out
Budget Committee For Against Pass Out

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2020-21 WILLIAMSON COUNTY GENERAL SESSIONS DUI COURT BUDGET BY \$400,000 FOR THE DUI COURT SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES GRANT – REVENUES TO COME FROM FEDERAL GRANT FUNDS

WHEREAS, the Williamson County General Sessions Court operates a DUI Court whose mission is to enhance public safety through the reduction of reoffending DUI offenses; and

WHEREAS, the DUI Court applied for and received grant funding for multiple years’ contingent on the availability of funds beginning in 2020-21 fiscal year; and

WHEREAS, the federal grant is awarded through the Substance Abuse and Mental Health Services Administration (“SAMHSA”) in the amount of \$388,004.00 for the 2018-19 fiscal year, 399,031.00 for the 2019-20 fiscal year, \$400,000 for the fiscal years 2020-2021, \$400,000 for the fiscal years 2021-2022, and \$400,000 for the 2022-2023 fiscal year, subject to the availability of federal funds; and

WHEREAS, should the grant funds received from SAMHSA pay for a new employee position in the DUI Court, it is understood that should the grant funds not be appropriated in subsequent years for the position or if the grant funds are fully expended, the grant position will cease to exist; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to accept the SAMSHA grant on behalf of the DUI Court;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th of September 2020, hereby authorizes the Williamson County Mayor to accept the grant notice subject to the terms and conditions of the Substance Abuse and Mental Health Services Administration to be used for the Williamson County General Sessions DUI Court;

AND BE IT FURTHER RESOLVED, that the 2020-21 General Sessions DUI Court Budget be amended as follows:

REVENUES:

Other Direct Federal Revenue **\$400,000**
101.00000.479900.00000.00.00.00.G0029

EXPENDITURES:

Contracts Gov’t. Agencies **\$400,000**
101.53300.530903.00000.00.00.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety For 5 Against 0 Pass Out
Budget Committee For Against Pass Out
Commission Action Taken For Against Pass Out

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-20-24
Requested by DUI Court

**RESOLUTION APPROPRIATING AND AMENDING THE 2020-2021
WILLIAMSON COUNTY GENERAL SESSIONS-DUI COURT BUDGET BY
\$207,766.31 FOR THE DUI COURT SUBSTANCE ABUSE AND
MENTAL HEALTH SERVICES GRANT - REVENUES TO COME
FROM ROLLOVER FEDERAL GRANT FUNDS**

WHEREAS, Williamson County (County) is a governmental entity that has a General Sessions Court system which operates a DUI court; and

WHEREAS, the General Sessions DUI Court received a grant from the Substance Abuse and Mental Health Services Administration for DUI treatment programs; and

WHEREAS, the grant is for a total of \$1,987,035.00.00 to be paid in five annual installments of \$388,004.00 for the 2018-19 fiscal year, 399,031.00 for the 2019-20 fiscal year, \$400,000 for the fiscal years 2020-2021, \$400,000 for the fiscal years 2021-2022, and \$400,000 for the 2022-2023 fiscal year, conditioned on the funds being used for a DUI treatment program pursuant to the conditions set forth by the notice of award and terms and conditions; and

WHEREAS, funds received from this grant in the amount of \$207,766.31 were not exhausted during the 2019-2020 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program subject to the terms of the grant:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session this the 14th of September 2020 in Williamson County, Tennessee that the 2020-21 General Sessions-DUI Court budget be amended to appropriate funding for the DUI court staff and related expenses, as follows:

REVENUES:

Federal Grants- \$207,766.31
General Sessions DUI Court
(101.00000.479900.00000.00.00.00.G0029)

EXPENDITURES:

Other State Grants \$207,766.31
General Sessions DUI Court
(101.53300.530903.00000.00.00.00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety For 5 Against 0 Pass Out
Budget Committee For Against Pass Out

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-20-25
Requested by: Drug Court

RESOLUTION APPROPRIATING \$38,385.77 TO THE 21ST DISTRICT RECOVERY COURT-REVENUES TO COME FROM DUI FINES

WHEREAS, T.C.A. §55-10-451(now 55-10-412) increased the mandatory minimum fees imposed for DUI (driving under the influence) conviction by \$100.00; and

WHEREAS, the statute further states that the increased portion of these fines shall not revert to the County General Fund, but shall be held in a dedicated account; and

WHEREAS, T.C.A. §55-101-412 authorizes the expenditure of these funds for alcohol and drug treatment facilities, licensed by the department of health, metropolitan drug commissions or other similar programs sanctioned by the Governor’s Drug Free Tennessee Program, organizations exempted from the payment of federal incomes taxes by the United States Internal Revenue Codes (26 U.S.C. and 501(c)(3)), whose primary mission is to educate the public on the dangers of illicit drug use or alcohol abuse or to render treatment for alcohol and drug addictions, or organizations that operate drug and alcohol programs for the homeless or indigent; and,

WHEREAS, the Circuit Court Judges have requested that **\$38,385.77** in fines accumulated in the dedicated account be released to the 21st District Recovery Court, Inc. to continue to provide treatment and services for the participants in the program;

NOW, THEREFORE, BE IT RESOLVED, that there being adequate funds available in the DUI Fines Account, the Williamson County Board of Commissioners, meeting in regular session this 14th day of September, 2020, hereby authorizes the release of **\$38,385.77** to the 21st District Recovery Court, Inc. for continuing the treatment and other services required for the participants in the programs, as follows:

REVENUES: **\$ 38,385.77**
Reserve Account – Alcohol & Drug Treatment
(101.00000.341510.00000.00.00.00)

EXPENDITURE: **\$ 38,385.77**
Drug Treatment – 21st District Recovery Court, Inc.
(101.53330.536800.00000.00.00.00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfct/Public Safety Committee	For <u>5</u>	Against <u>0</u>		
Budget Committee	For _____	Against _____		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 9-20-26
Requested by: Recovery Court

RESOLUTION APPROPRIATING \$59,174.90 TO THE 21ST DISTRICT RECOVERY COURT - REVENUES TO COME FROM DEDICATED ACCOUNT

WHEREAS, the Circuit and General Sessions Courts of Williamson County have collected fees pursuant to T.C.A. §16-22-109 for use of state drug court treatment programs as defined in T.C.A. §16-22-109; and

WHEREAS, the 21st District Recovery Court, Inc. is a 501(c)(3) non-profit corporation operating a drug court treatment program as defined in T.C.A. §16-22-104 for the education and treatment of drug offenders; and

WHEREAS, the funds received by Williamson County as a result of such fees do not revert to the county general fund;

WHEREAS, the fees collected pursuant to T.C.A. §16-22-109 are necessary for the ongoing operation of the 21st District Recovery Court, Inc.;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 14th day of September, 2020, hereby appropriates **\$59,174.90** to the 21st District Recovery Court, Inc. for the continuing treatment, education and other services required for the participants in the program, pursuant to T.C.A. §16-22-109, as follows:

REVENUES: **\$ 59,174.90**
Drug Court Reserve Balance
(101.00000.341560.00000.00.00.00)

EXPENDITURE: **\$ 59,174.90**
Drug Treatment – 21st District Recovery Court, Inc.
(101.53330.536801.00000.00.00.00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement /Public Safety Committee For 5 Against 0
Budget Committee For _____ Against _____
Commission Action Taken For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 9-20-27
Requested by: Accounting Office

**RESOLUTION CORRECTING REVENUE AND EXPENSE LINE ITEMS
PREVIOUSLY APPROVED IN RESOLUTION 7-20-22 AS IT RELATES TO
GRANT FUNDING FOR THE 2020-21 JUVENILE SERVICES BUDGET**

WHEREAS, Juvenile Court received funding to an existing grant totaling \$192,000 from the Department of Children’s Services for the 2020-21 fiscal year; and,

WHEREAS, the Board of Commissioners approved the appropriation of these grant funds with the approval of Resolution No. 7-20-22, meeting in regular session the 13th day of July, 2020; and

WHEREAS, the stated Revenues and Expenditure account line items were incorrect, as approved;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September, 2020, hereby amends Resolution No. 7-20-22, to correctly state the following budget line items:

REVENUES

DCS Juvenile Justice Prevention Grant \$ 192,000
(101.00000.469800.00000.00.00.00.G0031)

EXPENDITURES

Contracts w/Gov’t Agencies \$ 192,000
(101.54240.530900.00000.00.00.00.G0031)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee: For 5 Against 0 Pass _____
Budget Committee: For _____ Against _____ Pass _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 9-20-28
Requested by: Juvenile Court

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO SIGN A GRANT CONTRACT WITH THE STATE OF TENNESSEE
COMMISSION ON CHILDREN AND YOUTH AND AMENDING THE 2020-21 JUVENILE
SERVICES BUDGET BY \$29,183 FOR A JUVENILE COURT
GRANT - REVENUES TO COME FROM STATE GRANT FUNDS**

WHEREAS, the Williamson County Juvenile Court has been successful in providing treatment, supervision, and support for at risk youth; and

WHEREAS, the Williamson County Juvenile Court ("Juvenile Court") received a grant from the Tennessee Commission on Children and Youth for the provision of a juvenile assessment specialist who will administer risk and assessments, conduct preliminary inquiries and facilitate informal procedures on cases within the Juvenile Court; and

WHEREAS, the Juvenile Court acknowledges that should the grant funds be exhausted for this position and if no additional grant funds are received to continue the position, the position shall dissolve; and

WHEREAS, the grant contract does not require matching funds from Williamson County; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the Tennessee Department of Children's Services; and,

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of September 2020, hereby authorizes the Williamson County Mayor to execute the grant contract and all other related documents with the Commission on Children and Youth for the provision of a juvenile assessment specialist who will administer risk and assessments, conduct preliminary inquiries and facilitate informal procedures on cases within the Juvenile Court;

AND BE IT FURTHER RESOLVED, that the 2020-21 Juvenile Services Budget be amended, as follows:

REVENUES:

Federal thru State- FFG Juvenile Justice Delinquency Prevention
101.00000.475900.00000.00.00.00.G0073 \$29,183

EXPENDITURES:

Contract with Government Agencies
101.54240.530900.00000.00.00.00.G0073 \$29,183


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety For 5 Against 0
Budget Committee For _____ Against _____

Commission Action Taken For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-20-29
Requested by: Juvenile Court

RESOLUTION APPROPRIATING AND AMENDING THE 2020-21 JUVENILE SERVICES BUDGET BY \$20,118.32 FOR A JUVENILE COURT GRANT - REVENUES TO COME FROM PRIOR YEAR STATE GRANT FUNDS BALANCE

WHEREAS, the Williamson County Juvenile Court has been successful in providing treatment, supervision, and support for at risk youth; and

WHEREAS, in the 2019-20 fiscal year, the Williamson County Juvenile Court (“Juvenile Court”) received a grant from the Tennessee Commission on Children and Youth in the amount of \$40,758 for the provision of a juvenile assessment specialist who will administer risk and need assessments, conduct preliminary inquiries, and facilitate informal procedures on cases within the Juvenile Court; and

WHEREAS, the Juvenile Court acknowledges that should the grant funds be exhausted for this position and if no additional grant funds are received to continue the position, the position shall dissolve; and

WHEREAS, the grant contract does not require matching funds from Williamson County; and

WHEREAS, the unexpended balance for the 2019-20 fiscal year needs to be brought forward to be utilized in the 2020-21 Juvenile Services budget to continue working toward the established goals.

NOW, THEREFORE, BE IT RESOLVED, that the 2020-21 Juvenile Services Budget be amended, as follows:

REVENUES:

Federal thru State- FFG Juvenile Justice Delinquency Prevention
101.00000.475900.00000.00.00.00.G0073 **\$20,118.32**

EXPENDITURES:

Contract with Government Agencies
101.54240.530900.00000.00.00.00.G0073 **\$20,118.32**



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety For 5 Against 0
Budget Committee For _____ Against _____
Commission Action Taken For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 9-20-30
Requested by: Veterans Treatment Court

RESOLUTION APPROPRIATING AND AMENDING THE 2020-21 VETERANS TREATMENT COURT BUDGET BY \$27,500 - REVENUES TO COME FROM VETERANS TREATMENT COURT RESERVE

- WHEREAS,** the Williamson County General Sessions Court operates a veterans treatment court; and
- WHEREAS,** the Veterans Treatment Court contracts for services provided to participants in the Veterans Treatment Court program; and
- WHEREAS,** the Veterans Treatment Court needs to amend its budget for the 2020-2021 fiscal year for the operation of the Veterans Treatment Court:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September 2020, amends the General Sessions Veterans Treatment Court budget, as follows:

REVENUES:

Veterans Treatment Court **\$27,500**
(101.00000.341562.00000.00.00)

EXPENDITURES:

Other Contracted Services – Veterans Treatment Court **\$27,500**
(101.53300.539902.00000.00.00.00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement / Public Safety For 5 Against 0 Pass ____ Out ____
Budget Committee For ____ Against ____ Pass ____ Out ____

Commission Action Taken: For ____ Against ____ Pass ____ Out ____

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION ADOPTING THE CAPITAL PROJECTS FUND BUDGET FOR THE WILLIAMSON COUNTY ADEQUATE FACILITIES TAX, THE WILLIAMSON COUNTY ADEQUATE SCHOOL FACILITIES TAX AND THE WILLIAMSON COUNTY EDUCATION IMPACT FEE FOR THE 2020-21 FISCAL YEAR

- WHEREAS,** Williamson County currently assesses the Williamson County Adequate Facilities Tax, the Williamson County Adequate School Facilities Tax, and the Williamson County Education Impact Fee; and
- WHEREAS,** the revenue received from the adequate facilities taxes is used for capital projects reasonably related to growth, and the revenue received from the impact fee is used for growth-necessitated capital improvements to education facilities and new construction of educational facilities; and
- WHEREAS,** the Tennessee Comptroller's Office has advised Williamson County to adopt an annual capital projects fund budget concerning its adequate facilities taxes and impact fee; and
- WHEREAS,** the adoption of this capital project funds budget does not alter nor does it change the current process in which Williamson County approves appropriations or monthly reports provided to the County; and
- WHEREAS,** the adoption of the capital projects budget does not include or alter the current process for funding with bond/note proceeds which shall continue to come before the Board of Commissioners in resolution form for approval at the time the bond/note is issued:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Williamson County, Tennessee, meeting in its regular session on September 14, 2020, hereby adopts the capital projects fund budget concerning the Williamson County Adequate Facilities Tax, the Williamson County Adequate School Facilities Tax, and the Williamson County Education Impact Fee for the fiscal year 2020-21 as follows:

FISCAL YEAR 2020-2021
 CAPITAL PROJECTS FUND (171)

		2019-2020	2020-2021
		<u>Actual</u>	<u>Proposed Budget</u>
Estimated Revenues			
<u>40290 - Other Local Option Taxes</u>			
Privilege Tax - Fire	171.00000.402900..PR300	401,606.64	330,000.00
Privilege Tax - Recreation	171.00000.402900..PR400	159,270.24	130,500.00
Privilege Tax - Recreation	171.00000.402900..PR420	198,668.56	170,000.00
Privilege Tax - Recreation	171.00000.402900..PR430	53,076.72	48,000.00
Privilege Tax - Recreation	171.00000.402900..PR440	27,399.60	20,000.00
Privilege Tax - Recreation	171.00000.402900..PR450	48,203.44	36,618.00
Privilege Tax - Recreation	171.00000.402900..PR460	37,599.84	29,642.00
Privilege Tax - Recreation	171.00000.402900..PR470	82,342.56	68,500.00
Privilege Tax - Highway	171.00000.402900..PR500	65,550.36	54,000.00
Privilege Tax - School	171.00000.402900..PR610	1,393,614.60	1,135,000.00
Privilege Tax - School	171.00000.402900..PR620	2,284,688.44	1,900,000.00
Privilege Tax - School	171.00000.402900..PR630	610,382.28	500,000.00
Privilege Tax - School	171.00000.402900..PR640	315,095.40	200,000.00
Privilege Tax - School	171.00000.402900..PR650	554,339.56	400,000.00
Privilege Tax - School	171.00000.402900..PR660	432,398.16	330,000.00
Privilege Tax - School	171.00000.402900..PR670	946,939.44	760,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR910	1,990,878.00	1,600,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR920	2,483,357.00	2,000,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR930	663,459.00	525,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR940	342,495.00	200,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR950	602,543.00	420,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR960	469,998.00	350,000.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR970	1,029,282.00	810,000.00
Total Other Local Option Taxes		15,193,187.84	12,017,260.00

441100 - Interest Earned

Interest - Education Impact: WCS	171.00000.441100..IM100	709,023.96	480,000.00
Interest - Education Impact: FSSD	171.00000.441100..IM200	15,302.53	10,000.00
Interest - Detention	171-00000-441100..PR200	3,963.57	3,200.00
Interest - Privilege Tax Fire	171-00000-441100..PR300	18,856.05	15,500.00
Interest - Privilege Tax Recreation	171-00000-441100..PR400	9,195.60	8,000.00
Interest - Privilege Tax Highway	171-00000-441100..PR500	5,699.26	6,000.00
Interest - Privilege Tax School	171-00000-441100..PR600	90,082.24	95,000.00
Interest - Privilege Tax Adeq. Facilities	171-00000-441100..PR900	68,043.47	60,000.00
Total Interest Earned		920,166.68	677,700.00

449900 - Other Local Revenues

Education Impact Fee - WCS	171.00000.449900...IM100	13,421,814.00	10,700,000.00
Education Impact Fee - FSSD	171.00000.449900...IM200	1,097,272.00	300,000.00
Education Impact Fee - WCS Contested	171.00000.449909..IM100	5,696,470.00	4,800,000.00
Education Impact Fee - FSSD Contested	171.00000.449909..IM200	4,506.00	10,000.00
Total Other Local Revenues		20,220,062.00	15,810,000.00
Total Revenues		36,333,416.52	28,504,960.00

Expenditures (Appropriations)**91130 - PUBLIC SAFETY PROJECTS**

TR Commission - Priv tax	171.91130.551000..PR300	4,201.64	3,900.00
Other Capital Outlay - Fire	171.91130.579900.00000..PR300	195,656.66	585,731.06
Total Public Safety Projects		199,858.30	589,631.06

91150 - SOCIAL, CULTURAL, & RECREATION PROJECTS

TRCommission	171.91150.551000..PR400	6,157.54	5,500.00
Building Improvements	171.91150.570700.00000..PR414	24,894.05	170,105.95
Other Capital Outlay - Parks & Rec	171.91150.579900.00000..PR412	378,315.26	126,425.83
Total Social, Cultural, & Recreation Projects		409,366.85	302,031.78

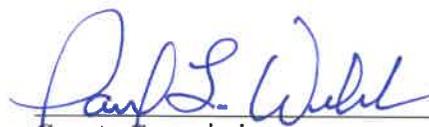
91200 - HIGHWAY & STREET CAPITAL PROJECTS

TRCommission	171.91200.551000..PR200	39.64	43.00
TRCommission	171.91200.551000..PR500	712.49	500.00
Total Highway & Street Capital Projects		752.13	543.00

91300 - EDUCATION CAPITAL PROJECTS

Contributions - WCS	171.91300.531600...IM100	13,307,095.84	13,972,761.00
Contributions - FSSD	171.91300.531600..IM200	139,330.96	1,061,301.00
TR Commission - WCS	171.91300.551000..IM100	198,331.96	190,000.00
TR Commission - FSSD	171.91300.551000..IM200	11,111.93	2,000.00
TRCommission	171.91300.551000..PR600	66,275.41	58,300.00
TRCommission	171.91300.551000..PR900	76,500.56	67,535.00
Transfers to Other Funds	171.91300.559000...PR600	5,400,000.00	6,700,000.00
Transfers to Other Funds	171.91300.559000...PR900	3,400,000.00	5,900,000.00
Other Capital Outlay	171.91300.579900.....PR601	486,940.12	435,000.00
Other Capital Outlay	171.91300.579900.....PR901	2,251,857.56	1,980,000.00
Other Capital Outlay	171.91300.579900.....PR902	395,320.35	354,000.00
Total Education Capital Projects		25,732,764.69	30,720,897.00
Total Expenditures		26,342,741.97	31,613,102.84

Excess Revenues (Expenses)**-3,108,142.84****Estimated Beginning Fund Balance July 1, 2020****51,709,265.55****Estimated Ending Fund Balance June 30, 2021****48,601,122.71**



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For _____ Against _____ Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION NO. 9-20-34
 Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE CAPITAL PROJECTS
 FUND FOR \$2,297,010 AND THE COUNTY GENERAL FUND FOR
 \$583,471 – PROCEEDS TO COME FROM GOVERNOR’S LOCAL GOVERNMENT
 SUPPORT GRANTS COVID-19**

WHEREAS, meeting in regular session in May, 2020, the Board of Commissioners authorized the County Mayor to seek grant funds available through the State of Tennessee, as a result of the COVID-19 Virus; and

WHEREAS, subsequently, in June 2020, the Governor and the Tennessee General Assembly appropriated funds to local governments in response to local needs due to impact of COVID-19 and determined the funds may be used to offset the loss of local revenue or supplement local revenues; and,

WHEREAS, with the passage of that legislation, counties are allowed to use these funds to offset the loss of local revenue, or supplement local revenues with no additional supporting documentation required; and,

WHEREAS, with the passage of the final legislation, Williamson County received an additional \$538,471 that needs to be deposited into the County General Fund to offset the loss of local revenues;

NOW, THEREFORE, BE IT RESOLVED, that the 2020-21 Capital Projects and County General budgets be amended, as follows and the proceeds included in the major categories applicable to the projects listed, are as follows:

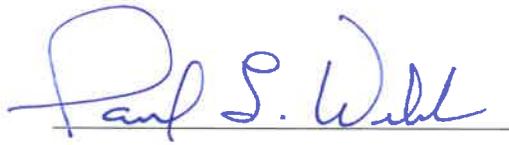
REVENUES:

Covid 19 Grant	2,297,010.00	171.00000.473030.00000.00.00.00
Covid 19 Grant	<u>583,471.00</u>	101.00000.473030.00000.00.00.00
	2,880,481.00	

EXPENDITURES:

Repaving Holly Tree Gap -	245,885.00	171.91200.571300.00000.00.00.00.H0008
AOC Parking Lot Lighting -	180,000.00	171.91110.579900.00000.00.00.00.A0008
Courthouse Sally Port Door Replacement	35,000.00	171.91130.570700.00000.00.00.00.S0067
Nolensville Convenience Center Paving	135,000.00	171.91140.579900.00000.00.00.00.HW018
Southall Convenience Center Paving	80,000.00	171.91140.579900.00000.00.00.00.HW018
Hillsboro Convenience Center Paving	75,000.00	171.91140.579900.00000.00.00.00.HW018
Landfill Office Maintenance/Repairs -	50,000.00	171.91140.570700.00000.00.00.00.HW017
Public Safety – Replace Chiller -	190,000.00	171.91130.579000.00000.00.00.00.S0066
Public Safety –Renovation – Thompson’s Station Emer. Station (windows/HVAC/other)	300,000.00	171.91130.570700.00000.00.00.00.S0066
Office of Public Safety- Generator	250,000.00	171.91130.579000.00000.00.00.00.S0066
Public Safety - Cybersecurity Mitigation Firewalls	48,000.00	171.91130.579900.00000.00.00.00.S0073
Public Safety - Cyber Recovery Appliance	125,000.00	171.91130.579900.00000.00.00.00.S0073
Public Safety - Live Move-Up System (software)	143,375.00	171.91130.579900.00000.00.00.00.S0073
Public Safety – Mobile Gateways	40,500.00	171.91130.579900.00000.00.00.00.S0073
Public Safety – Mobile Data Computers (15)	86,250.00	171.91130.570900.00000.00.00.00.S0073
Public Safety – Network Switches	60,000.00	171.91130.579900.00000.00.00.00.S0073
Public Safety – 911 Computer Replacement	48,000.00	171.91130.570900.00000.00.00.00.S0073
Sheriff – Switch Upgrade (4)	80,000.00	171.91130.579900.00000.00.00.00.S0046
Sheriff – Computer Upgrade	125,000.00	171.91130.570900.00000.00.00.00.S0046
County General Fund Balance	<u>583,471.00</u>	101.00000.390000.00000.00.00.00
	2,880,481.00	

Resolution No. _____ (continued)



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee: For: _____ Against: _____

Commission Action Taken: For: _____ Against: _____ Pass: _____ Out: _____

Elaine Anderson, County Clerk

Thomas W. Little, Jr., Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 9-20-35
Requested by: Library Director

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF TENNESSEE, OFFICE OF THE SECRETARY OF STATE FOR A CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) GRANT AND APPROPRIATING AND AMENDING THE 2020-21 LIBRARY BUDGET BY \$1,749 – REVENUES TO COME FROM CARES GRANT FUNDS

WHEREAS, Williamson County (“County”), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into agreements with state agencies; and

WHEREAS, the Williamson County Public Library has been awarded a Coronavirus Aid, Relief and Economic Security Act (CARES) grant to purchase technology and supplies to help residents cope with the COVID-19 pandemic; and,

WHEREAS, the grant requires no matching local funds; and,

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to accept this funds;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this day the 14th day of September, 2020, hereby authorizes the Williamson County Mayor to enter into an agreement with the State of Tennessee, Office of the Secretary of State, Tennessee State Library and Archives as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations;

AND BE IT FURTHER RESOLVED, that the 2020-21 Williamson County Public Library budget be amended, as follows:

REVENUES

Library CARES Act grant \$ 1,749
101.00000.473070.00000.00.00.00.G0001

EXPENDITURES

Special Protocols \$ 1,749
101.565--.559919.00000.00.00.00.G001



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For ___ Against ___ Pass ___ Out ___

Budget Committee: For ___ Against ___ Pass ___ Out ___

Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2020-2021
LIBRARY BUDGET BY \$ 94,528.71 - REVENUES
TO COME FROM DONATIONS, CONTRIBUTIONS AND FINES**

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 2020-2021 budget.

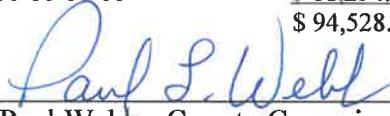
NOW, THEREFORE, BE IT RESOLVED, that the 2020 - 2021 Library Budget be amended, as follows:

REVENUES

Donations/City	101-00000-486102-00000-00-00-00	\$ 14,449.50
Reserve/Library Donations	101-00000-351210-00000-00-00-00	\$ 63,892.91
Reserve/Library Fines	101-00000-351210-00000-00-00-00	<u>\$ 16,186.30</u>
		\$ 94,528.71

EXPENDITURES:

Library Books/Media	101-56500-543201-00000-00-00-00	\$ 59,734.17
Other Supplies/Foundation	101-56500-549902-00000-00-00-00	\$ 18,500.00
Other Supplies/Gifts	101-56500-549901-00000-00-00-00	<u>\$ 16,294.54</u>
		\$ 94,528.71


Paul Webb - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For 4 Against 0 *2 Abstain
Budget Committee: For _____ Against _____

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Tommy Little - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Requested by: Board of Education

**RESOLUTION APPROVING AN INTERCATEGORY TRANSFER WITHIN THE 2020-2021
GENERAL PURPOSE SCHOOL BUDGET FOR ADDITIONAL PERSONNEL AND RELATED
EXPENSES DUE TO COVID**

WHEREAS, COVID is a reality that the school system is adapting to and changing the way that education is being conducted for our students and there is a need to add additional personnel and overtime to the budget to deal with the district wide efforts to give education to all students; and

WHEREAS, a survey was completed by administration to determine areas and needs to ensure that the school year continue smoothly with additional resources; and

WHEREAS, due to enrollment not meeting projections there are funds within the budget that can be transferred to meet these increased costs due to COVID; and

WHEREAS, this amendment addresses current needs as we see them but may not be all that we request in the future, due to the uncertainty of these times;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on September 14, 2020, approve and amend the 2020-2021 General Purpose School Fund budget in the following manner:

Expenditure Decrease			
141.71100.518900	Other Salaries and Wages	\$184,000	
141.71100.520100	Fica	13,000	
141.71100.520400	Retirement	19,000	
141.71100.521200	Medicare	8,755	
Expenditure Increase			
141.72250.512100	Data Processing Personnel (2)		\$81,755
141.72250.518700	Overtime		25,000
141.72250.529900	Benefits		28,800
141.72320.518700	Overtime		6,000
141.72320.529900	Benefits		750
141.72510.516900	Part-time personnel		25,000
141.72510.529900	Benefits		1,950
141.72520.516100	HR Specialists (interim) (1)		37,500
141.72520.518700	Overtime		5,000
141.72520.529900	Benefits		13,000
	Total	\$224,755	\$224,755



Commissioner

Committees Referred to & Action Taken

- 1. School Board For ___ Against ___
 - 2. Education For ___ Against ___
 - 3. Budget For ___ Against ___
- COMMISSION ACTION TAKEN: For ___ Against ___ ABS ___ Out ___

Elaine Anderson - County Clerk

Tommy Little - Commission Chairman

Date

Rogers Anderson - County Mayor

Requested by: Board of Education

RESOLUTION AMENDING THE 2020-2021 GENERAL PURPOSE SCHOOL BUDGET FOR COVID 19 RELATED EXPENSES TO BE PARTIALLY REIMBURSED BY FEMA FUNDS

WHEREAS, due to the COVID 19 situation we have incurred many costs associated with the event that were not anticipated: and

WHEREAS, we are in need of a position to coordinate these costs and ensure that all costs that can be recoverable are, and that all needs attributed to COVID be centralized to a point of contact, and for additional part-time nurses to track Covid cases making contacts with students and families; and

WHEREAS, we have applied for federal funds to cover a portion of these costs through a FEMA grant at 75% of approved costs with fund balance being used to fund the remaining portion;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on September 14, 2020 approve and amend the 2020-2021 General Purpose School Fund budget in the following manner:

General Purpose School Fund		
141.47000	Federal Funds	\$154,645
141.39000	Fund balance	51,550
Expenditures		
141.72910.518900.P8020	Other Salaries and Wages- Covid/Exec Dir (1) and Part time nurses (3)	180,000
141.72910.520100.P8020	Fica	11,000
141.72910.520400.P8020	Retirement	4,500
141.72910.520600.P8020	Life	40
141.72910.520700.P8020	Medical	7,575
141.72910.520800.P8020	Dental	380
141.72910.521200.P8020	Medicare	2,700
		<hr/>
		\$206,195 \$206,195



Commissioner

Committees Referred to & Action Taken

- 1. School Board For ___ Against ___
 - 2. Education For ___ Against ___
 - 3. Budget For ___ Against ___
- COMMISSION ACTION TAKEN: For ___ Against ___ ABS ___ Out ___

Elaine Anderson - County Clerk

Tommy Little - Commission Chairman

Date

Rogers Anderson - County Mayor

Resolution No. 9-20-10
Requested by: Property Manager

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ACCEPT A
POLE BARN AND MOBILE HOME FROM THE CITY OF FRANKLIN CURRENTLY
LOCATED AT THE WILLIAMSON COUNTY AGRICULTURAL EXPOSITION PARK**

- WHEREAS,** Williamson County (“County”) owns improved real property located at 4215 Long Lane, Franklin, Tennessee which is used as the Williamson County Agricultural Exposition Park (“Ag Park”); and
- WHEREAS,** pursuant to Tennessee Code Annotated, Section 12-9-104, the County and the City of Franklin (“City”) executed an interlocal agreement where the City agreed to extend its sanitary sewer infrastructure along Long Lane to provide sewer services to the Ag Park, and the County, as consideration, agreed to transfer temporary construction and permanent easements and ownership of a portion of the Ag Park property to the City to construct a fire station to provide fire protection and related emergency response services to the surrounding area; and
- WHEREAS,** the City leased a portion of the Ag Park property from the County to construct a temporary fire station which included a pole barn and temporary living quarters until completion of construction of the permanent fire station; and
- WHEREAS,** pursuant to Tenn. Code Ann. § 12-9-110 local governments may convey real and personal property to other public agencies without declaring the property surplus; and
- WHEREAS,** in accordance with the interlocal agreement, City intends to transfer ownership of the pole barn and mobile home to the County once the City completes construction of the permanent fire station; and
- WHEREAS,** finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the County Mayor to accept transfer of ownership from the City of Franklin to Williamson County for a pole barn and mobile home located at the Ag Park upon completion of the City of Franklin’s new permanent fire station on Long Lane:

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this 14th day of September, 2020, hereby authorizes the Williamson County Mayor to execute any documentation to accept transfer of ownership of a pole barn and mobile home currently located at the Williamson County Agricultural Park to Williamson County from the City of Franklin upon completion of the City’s new permanent Long Lane fire station.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For 7 Against 0
Budget Committee: For _____ Against _____

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-20-11
Requested by: Williamson County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A TOWER LEASE AGREEMENT WITH VERIZON TO CONSTRUCT AND OPERATE A TELECOMMUNICATIONS TOWER AND RELATED EQUIPMENT

WHEREAS, Williamson County owns real property commonly referenced as the Williamson County Landfill located at 5750 Pinewood Road, Franklin, Tennessee ("Landfill"); and

WHEREAS, Cellco Partnership d/b/a Verizon Wireless ("Verizon") desires to acquire a lease agreement at the Landfill to construct and operate a telecommunications tower and related communications equipment; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a tower lease agreement with Verizon for the purpose of installing and operating a telecommunications tower and related communications equipment on Williamson County owned property located at 5750 Pinewood Road, Franklin, Tennessee:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September, 2020, authorizes the Williamson County Mayor to execute a lease agreement and related documentation with Cellco Partnership d/b/a Verizon Wireless to lease property for the construction and operation of a telecommunications tower and related communications equipment.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 7 Against 0 Pass ___ Out ___
Budget Committee For ___ Against ___ Pass ___ Out ___
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION DECLARING CERTAIN WILLIAMSON COUNTY OWNED
PROPERTY AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZING THE
SALE OF THE PROPERTY AND 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 property and equipment listed below is unneeded or unusable and as such is declared surplus; and

WHEREAS, the Williamson County Board of Commissioners, finding it in the interest of the citizens of Williamson County, declare the property and equipment listed in Attachment A as surplus and directs the disposal of the property and equipment by sealed bid or other permissible means:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this 14th day of September, 2020, finding the property and equipment listed in Attachment A as either unneeded or unusable in its current condition, declares the property and equipment surplus and authorizes the Williamson County Purchasing Agent to dispose of the property and equipment by sealed bid or other permissible means.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>7</u>	Against <u>0</u>		
Budget Committee	For <u> </u>	Against <u> </u>		
Commission Action Taken	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

Williamson County Surplus 2020

	ASSET	DESCRIPTION	SERIAL/PARCEL	LOCATION DESC
1	4663	95 CHEVY TRUCK GMC	1GTGC24K2SZ537691	PROPERTY MANAGEMENT
2	5755	95 FORD TRUCK	1FTHF25H1SLB64886	PARKS AND RECREATION
3	7535	01 DODGE CARAVAN	1B4GP25391B177206	PARKS AND RECREATION
4	8762	02 CHEVY TRUCK	1GCHK24U12E284069	SEWAGE DISPOSAL
5	9046	04 CHEVY TRUCK / WRECKED	1GCEK14V24Z222861	PROPERTY MANAGEMENT
6	9047	04 DODGE RAM TRK B CRIGGER	3D7KA28D74G192811	JAIL/CORRECTIONS
7	11624	05 CHEVY TRK	1GCEC14V25Z199855	PROPERTY MANAGEMENT
8	11805	05 DODGE RAM TRUCK SKELTON	3D7KR28D95G780073	JAIL/CORRECTIONS
9	12165	06 FORD EXPLORER	1FMEU72E56UA92926	SHERIFF
10	12234	06 FORD VAN ECONOLINE	1FBSS31L66DA07750	ANIMAL CENTER
11	12326	06 FORD CROWN VIC / PARTS	2FAHP71W86X134779	SHERIFF
12	12705	06 FORD EXPLORER	1FMEU72E96UB70169	ANIMAL CENTER
13	12749	07 DODGE CARAVAN	1D4GP24R97B111405	ANIMAL CENTER
14	12757	07 FORD CROWN VIC	2FAHP71W27X122676	SHERIFF
15	12779	97 FORD TRUCK SWAT	1FDKE30F8VHB95477	SHERIFF
16	13091	07 CHEVY VAN 15 PAX	1GAHG39U371254563	TRANSPORTATION MANAGEMENT
17	13138	08 FORD EXPEDITION	1FMFU16588LA19313	SHERIFF
18	13430	08 CHEVY TRAILBLAZER	1GNNDT13S682234016	SHERIFF
19	13460	08 CHEVY TRAILBLAZER	1GNNDT13S382242655	SHERIFF
20	13534	08 DODGE CHARGER	2B3KA43H58H227370	SHERIFF
21	13784	09 FORD EXPLORER	1FMEU73E49UA35068	PROPERTY MANAGEMENT
22	13787	08 CHEVY IMPALA	2G1WS553481370428	SHERIFF
23	14090	10 FORD TRUCK F250/ SP OPS	1FTSW2B51AEB25251	SHERIFF
24	14429	11 DODGE CHARGER AL NATIONS	2B3CL1CT4BH600536	SHERIFF
25	14629	12 FORD VAN 12 PAX	1FBNE3BL8CDA16240	TRANSPORTATION MANAGEMENT
26	14638	12 CHEVY TAHOE	1GNLC2E07CR195773	SHERIFF
27	14724	12 DODGE CHARGER	2C3CDXAG1CH282935	SHERIFF
28	14725	12 DODGE CHARGER	2C3CDXAG3CH282936	SHERIFF
29	14746	12 CHEVY TAHOE	1GNSK2E0XCR326273	SHERIFF
30	14848	12 DODGE CHARGER	2C3CDXAG1CH282921	SHERIFF
31	14850	12 DODGE CHARGER	2C3CDXAG7CH282924	SHERIFF
32	14909	13 FORD EXPLORER ODEN	1FM5K8B8XDGB08071	SHERIFF
33	14917	13 FORD EXPLORER	1FM5K8B87DGB16063	SHERIFF
34	15083	13 DODGE CHARGER	2C3CDXAG0DH648269	SHERIFF
35	15085	13 DODGE CHARGER	2C3CDXAG5DH648266	SHERIFF
36	15089	13 DODGE CHARGER	2C3CDXAGXDH648263	SHERIFF
37	15116	13 CHEVY TAHOE	1GNNDK2E03DR291755	SHERIFF
38	15129	13 DODGE DURANGO / TOTALED	1C4RDJAG8DC678707	SHERIFF
39	15302	13 FORD VAN 14 PAX / WRECKED	1FTSS3EL5DDB08703	TRANSPORTATION MANAGEMENT
40	15303	13 FORD VAN 15 PAX	1FBSS3BL7DDB08291	TRANSPORTATION MANAGEMENT
41	15564	08 CHEVY IMPALA	2G1WS553X81340088	SHERIFF
42	15575	12 DODGE CHARGER	2C3CDXAT1CH236938	SHERIFF
43	15594	14 FORD VAN 15 PAX	1FBSS3BL2EDA36837	TRANSPORTATION MANAGEMENT
44	16135	15 FORD VAN	1FBZX2YM4FKA59494	TRANSPORTATION MANAGEMENT
45	16446	12 DODGE CHARGER	2C3CDXAT3CH230557	SHERIFF
46	17892	06 CHEVY TRUCK / WRECKED	1GCEC14V26E168744	PROPERTY MANAGEMENT
47	17982	03 FORD RANGER TRUCK W TOPPER	1FTYR10U33PA98843	INFORMATION TECHNOLOGY
48	13985	10 FORD EXPLORER	1FMEU7DE0AUA28265	JAIL/CORRECTIONS

Vehicles awarded to Williamson County by Courts to be sold at Public Auction

48		04 SATURN VUE (BLUE)	5GZCZ53404S888904	
49		05 FORD CROWN VIC (WHITE)	2FAFP74W65X135950	
50		95 OLDSMOBILE CUTLASS (LT BLUE)	1G3AJ55M0S6397168	
51		92 CHEVY CAVALIER (BLUE)	1G1JC1447N7101624	
52		00 FORD F-250 (WHITE)	1FTNF20L0YED98352	
53		95 FORD MUSTANG (MAROON)	1FALP404XS251195	
54		91 GEO PRISM (RED)	1Y1SJS469MZ063836	
55		12 TOYOTA RAV 4 (BLACK)	2T3BF4DV0CW185140	
56		69 CHEVY C-10 PICKUP (BLUE)	CS149B830906	

57	07 HYUNDAI SANTA FE (SILVER)	5NMSH13E07H038563	
58	02 MITSUBISHI LANCER	JA3AJ26EX2U082314	
59	01 TOYOTA TUNDRA	5TBRT341115158535	
60	02 FORD EXPLORER	1FMZU73E32ZA27389	
61	02 CHEVY CAVALIER	1G1JF524X27212830	
62	99 HONDA CRV	JHLRD2840XC000834	
63	99 CHEVY CAMERO	2G1FP22K6X2117485	
	06 HONDA CBR MOTORCYCLE	JH2PC37045M206278	
	TREK BICYCLE 4500		

VEHICLES TO BE SOLD AT AUCTION - BECAME PROPERTY OF WILLIAMSON COUNTY DUE TO A WRECK

64	15 CHEVY EQUINOX	2GNALBEK3F6134199	
65	17 NISSAN ALTIMA	1N4AL3AP3JC149971	

EQUIPMENT

10017	ALR 2700 LAMINATOR	08-03-0803	
11451	MOWER GRASSHOPPER	5417896	

OTHER

	MISC FURNITURE		
	MISC OFFICE SUPPLIES		
	CASH DRAWERS / MONITORS		
	BOBCAT TRACKS		
	SOAP & PAPER TOWEL DISPENSERS		
	TIRES		
	KILN		
	EXERCISE EQUIPMENT		
	JEWELRY		
	CONCRETE BENCHES		
	LOCKERS		
	CAFETERIA EQUIPMENT		
	MISCELLANEOUS		

FILED 8/31/20
ENTERED 11:40 a.m.

ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 9-20-13
Requested by: County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT A LEASE AGREEMENT TO HILLSBORO UMC FOR LIMITED USE OF OPEN SPACE

WHEREAS, Williamson County, Tennessee ("County") is a governmental entity that owns real property located at 5325 Old Hwy 96 West, Franklin, Tennessee and commonly referred to as the "Hillsboro-Leiper's Fork Recreation Center" ("Property") and described as Tax Map 093, Parcel 022.00; and

WHEREAS, Hillsboro United Methodist Church owns a large tract of land adjacent to the Property and has requested permission to use a portion of the Property as is more particularly described in the description attached hereto as Exhibit A; and

WHEREAS, Hillsboro United Methodist Church desires to construct a mulch pathway that connects to the Hillsboro-Leiper's Fork Recreation Center facility and landscaping, subject to the County's approval; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute a lease agreement for the limited use of a portion of the Property for the limited purposes as may be agreed to by the parties:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September, 2020, authorizes the Williamson County Mayor to execute a lease agreement with Hillsboro United Methodist Church for the limited use of a portion of the Property located at 5325 Old Hwy 96 West, Franklin, Tennessee and described as Tax Map 093, Parcel 022.00, which is more particularly described on the attached map, for the purpose of constructing and maintaining a mulch pathway and landscaping.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For 7 Against 0 Pass ___ Out ___

Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

EXHIBIT A
Description

The following four points on the property encompass the .45 acres:

1. 35 degrees 53' 50.18" N
86 degrees 59' 55.49" W
ELEV 692 Feet
Located just of the Center's parking area
2. 35 degrees 53' 49.78" N
86 degrees 59' 51.87" W
ELEV 686 Feet
Located at the entryway to the Center on Old Highway 96
3. 35 degrees 53' 49.14" N
86 degrees 59' 51.47" W
ELEV 687 Feet
Located east of point #2 along Old Highway 96 at the property line of church/county property
4. 35 degrees 53' 49.48" N
86 degrees 59' 55.14" W
ELEV 693 Feet
Located at the property line between church/county property

Resolution No. 9-20-14
Requested by County Health Director

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF DENTAL SERVICES AT THE WILLIAMSON COUNTY HEALTH DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$175,800

WHEREAS, Williamson County, ("County"), is a recipient of grant funds in an amount not to exceed \$175,800 from the State of Tennessee Department of Health; and

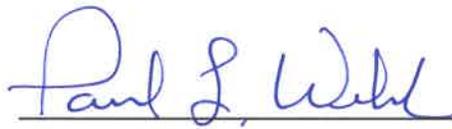
WHEREAS, the restricted grant funds are to be used for the provision of a full time Tennessee licensed dentist and dental assistant at the Williamson County Health Department; and

WHEREAS, the grant does not require matching funds; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the grant agreement with the Tennessee Department of Health:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of September, 2020, 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 to assist the County in the provision of a full-time dentist and dental assistant duly licensed in the State of Tennessee to provide dental services at the Williamson County Health Department; and

BE IT FURTHER RESOLVED, that the grant funding has been incorporated into the 2020-2021 Heath Department budget.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For ___ Against ___ Pass ___ Out ___
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**RESOLUTION TO ACCEPT AND ADOPT THE REPORT OF THE TASK FORCE
ESTABLISHED FOR THE PURPOSE OF EVALUATING THE
OFFICIAL WILLIAMSON COUNTY SEAL**

WHEREAS, by Resolution 7-20-7, the Board of Commissioners of Williamson County established a Task Force to evaluate the presence of the Confederate flag and cannon on the official Williamson County Seal, due to recent events and public comment; and

WHEREAS, one of the four quadrants of the official seal of Williamson County adopted in 1968 bears the above described cannon and Confederate flag commemorating the local history related to the War Between the States; and

WHEREAS, the design on the Williamson County Seal meets the definition of a memorial commemorating an historic conflict under Tenn. Code Ann. §4-1-412; and

WHEREAS, due to such status, any change in the Seal would require approval of the Tennessee Historical Commission by 2/3 vote, after request by the relevant public entity, which in this case is Williamson County; and

WHEREAS, such request must be accompanied by at least one report showing that there is a material and substantial need for the Seal to be altered based on historical or other compelling interest; and

WHEREAS, a Task Force composed of citizen stakeholders, representing a range of community, business and historical perspectives, as contemplated in Resolution 7-20-7 met and considered the issue and has provided such a report to the Board of Commissioners in order that it may consider whether it is appropriate to request approval to alter the Seal;

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Board of Commissioners, meeting in regular session this 14th day of September, 2020, finds that the report addresses the financial, social, public interest, tourism and business impacts of altering the seal, and includes a recommendation to the Board of Commissioners regarding (1) whether there is a material and substantial need for the Seal to be altered and (2) if so, the specific historical or other compelling interest(s) that support such need, as required by state law and requested by this Commission; and

BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners hereby receives, accepts and adopts the report of the Task Force, attached hereto and incorporated by reference; and

BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners hereby authorizes the County Mayor to submit a request to modify the County Seal of Williamson County to the Tennessee Historical Commission, supported by the report of the Task Force; and

BE IT FURTHER RESOLVED, the Williamson County Board of Commissioners does commend and thank the Task Force members for addressing the issue and the hard work expended to create the submitted report; and

BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date of its passage by the Williamson County Board of Commissioners, the public welfare requiring it.


County Commissioner

Resolution No. _____ (continued)

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For _____ Against _____ Pass _____

Budget Committee For _____ Against _____ Pass _____

Commission Action Taken For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, County Mayor

Date

**COUNTY SEAL TASK FORCE
REPORT**

**WILLIAMSON COUNTY, TENNESSEE
BOARD OF COMMISSIONERS
SEPTEMBER, 2020**

I. Williamson County Seal Task Force Executive Summary

On July 13, 2020, the Williamson County Board of Commissioners created a task force with resolution 7-20-7 for the purpose of “evaluating revision of the official Williamson County seal.” The task force was authorized by the County Commission after a number of citizens requested that the Commission consider seeking state approval for a change to the top left quadrant of the current Williamson County seal, which contains a Confederate battle flag draped over a cannon. The task force met weekly beginning July 28, 2020 and then three times in the final week, ending August 28, 2020, invited public input through williamsonchamber.com/countyseal, held a citizen testimonial session open to the media, and assigned task force members to research and author the different sections of the report. The minutes of the task force meeting were published on the web site williamsonchamber.com/countyseal and are included in the appendix. At the first meeting the task force decided unanimously to focus the discussion and report to the quadrant of the county seal that currently contains a Confederate flag based on three different passages explicitly referencing the quadrant containing the Confederate flag in the resolution that established the task force. In addition, the task force determined the possible outcomes were:

1. Alter the quadrant containing the Confederate flag (i.e., replace the flag with another flag or eliminate the flag entirely)
2. Redesign the entire quadrant containing the Confederate flag
3. Recommend the retirement of the Williamson County seal

We find it necessary to state that no subject created more discussion and consternation among the task force than the meaning of the flag. As a task force, we spent a tremendous amount of time in our meetings discussing the Social and Public Interest Evaluation of our report. After rounds of discussion and several edits, we are proud to say that we remained unified in our recommendation because we made sure not to divide over our diverse personal attachments and various historical interpretations over the meaning and evolution of the Confederate flag. The recommendation of the task force to the Williamson County Commission is to request removal of the Confederate flag from the upper left quadrant of the Williamson County Seal.

The resolution that created the task force required a report to include “an evaluation of the financial, social, public interest, tourism, and business impacts of altering, or not altering the seal.” The following sections detail the reasons why the task force determined there is a “material and substantial need for the Seal to be altered.”

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DRAFT

II. Business Impact Evaluation

The continued use of Confederate symbols could have a lasting effect on any number of the critical layers that make up the fabric of a thriving community, but there are few more important to examine than the impact on the local economy and the businesses that comprise it. It is imperative that business leaders can count on our community to create an environment that fosters a welcoming culture of inclusion- a culture that ultimately affords the company the opportunity to attract and retain the best talent. Local businesses should be able to rely on the county to create an atmosphere that continues to attract the most competitive talent in Williamson County and Middle Tennessee.

In working to create the kind of community where a talented workforce wants to live and work, it is important to ensure that anything that suggests that a community is not welcoming or inclusive is addressed. One needs to look no further than the state of Mississippi to see how embracing a symbol like the Confederate battle flag can have a negative impact on talent retention and recruitment, and subsequently business and economic prospects of the future. From 1894 to 2020 the Mississippi's state flag featured the Confederate battle flag. While our economies are very different, the task force determined Mississippi is a relevant example to examine because it is in the south, is a border state to Tennessee, and after struggling with the issue of their state flag and how it impacts their ability to recruit and grow companies for decades, recently removed the Confederate battle flag from their state flag.

For many years, the negative perceptions of Confederate symbols have been exemplified through the actions of corporate employers. Following the Charleston church shooting in 2015, Amazon, Target, Etsy, Walmart, and others announced their decision to pull Confederate items from their stores and websites. In the same month, South Carolina's governor, Nikki Haley, also took decisive action by removing the Confederate battle flag from statehouse grounds. Fast forward to December of 2015, and the Equal Employment Opportunity Commission (EEOC) took a public position that displaying the Confederate battle flag in the workplace constitutes evidence of a "racially hostile work environment". More recently, NASCAR banned the Confederate flag from its events and properties. Additionally, Secretary of the Defense Mark Esper effectively banned the display of the Confederate battle flag at US military installations when, in a July 2020 memo, the Secretary rejected 'divisive symbols' when outlining which flags could be flown on site.

Through the majority of these historic events and the changing political and social climates, the state flag of Mississippi retained the symbol of the Confederate battle flag. While several organizations had made efforts to remove the symbol during this period, it wasn't until 2020 - following the death of George Floyd, that the issue was reignited and businesses began to apply pressure on the state to replace the flag. The NCAA publicly expanded their Confederate flag policy, making Mississippi the only state in the country prohibited from hosting the championship events. Walmart announced it would stop displaying the state flag in its stores, and the Mississippi Baptist Convention called for its immediate removal calling the flag "a relic of racism and a symbol of hatred". Even with a declining economy and years of social pressures, it was not until this tidal wave of response from private, public, and non-profit sectors that brought the issue to a close. Reflecting on the past and hopeful for the future, Scott Waller, President and CEO of Mississippi Economic Council said,

“It is vitally important your brand represents the future. In Mississippi, the state flag that was recently removed was not representative of all of our citizens, and it created a negative image of our state across the country and the world. We can now focus on the opportunities in front of us in a way we never have before.”

Companies choose their location to build and grow based upon a number of factors but none are more important to the process than having a large pool of highly skilled employees. Corporate leadership wants to know that they can count on a community to create a place where employees want to live, work and play. Building that welcoming environment helps ensure that companies will have qualified candidates to fill their positions. As seen in Mississippi, when a community fails to create and cultivate an inclusive environment, citizens begin to relocate because they do not feel welcome. That exodus of talent creates major challenges for businesses and local economies. Lack of qualified, local talent can make retaining a community’s employers exponentially more difficult.

Corporate leaders who have led their organizations through the process of ultimately selecting Williamson County as the home of their office relocation have cited our community’s long history of government stability and pro-business practices as reasons for their move. In February 2020 Thnks, a technology company originally based in Manhattan, New York, announced plans to relocate their headquarters to Franklin. When asked about what attracted them to Williamson County, Brendan Kamm, co-founder and CEO of Thnks said,

“Williamson County’s hard-working and gracious culture is a perfect fit with Thnks’ mission of growing business with gratitude. The combination of talent and the business-friendly environment means we couldn’t have found a better location for our headquarters.”

While government stability and a pro-business posture is important, it is not enough. Had Thnks (or any of the other world-class companies that have chosen to relocate to Williamson County) not felt as though our community was a welcoming place, they would have likely made a different decision and taken their company, along with its millions in capital expenditures and high paying jobs that lead to increased tax revenue elsewhere. Make no mistake, attracting companies from across the globe creates career opportunities for Williamson County residents and leads to an increase in revenue for our county. Strife within a community, especially when the discord revolves around the use of something as polarizing as a Confederate symbol, can have major ripple effects when it comes to corporate relocation decisions, and ultimately, economic, future tax revenue, and job growth prospects for the county. Past success in retaining and attracting companies to Williamson County does not guarantee future success. Now that the presence of the Confederate flag is a public issue in our community, keeping the flag on the county seal puts our ability to attract top talent, and to compete for existing company expansion and new company relocation, at risk. In fact, while being interviewed for the position of Chief Executive Officer of a major Williamson County business a candidate asked specifically and unprompted about the Confederate battle flag on the county seal and about the conversation our community is currently having about its removal. The issue has already garnered the attention of some of Williamson County’s largest employers. A number of Williamson County employers, like Jackson National and Nissan, have signed a letter expressing their desire to have the flag removed from the Williamson County seal

(see Appendix). Promptly removing the Confederate battle flag from the seal would ensure this issue does not become a national story and that future candidates for great jobs in Williamson County feel authentically welcomed and embraced.

For years Williamson County has been viewed as a leader not only in the region but in the state. With over 20% of Tennessee's management jobs being located in Williamson County, and almost 28% of Tennessee's *Inc. 5000* businesses calling our community home, people pay attention to what we do and the decisions that we make. Let us not miss this opportunity to lead by example and to take this important step in working to ensure that all of our current and future residents (and their employers) feel welcome in our community.

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III. Tourism Impact Evaluation

In 2019 Williamson County welcomed 1.81 million visitors. Travelers are choosing to visit Williamson County for a myriad of reasons including leisure (vacation), business (meetings, conventions, corporate meetings) and sports tournaments.

Based on research conducted by Destination Analysts in December 2019, following were the most common leisure traveler activities while visiting Williamson County (% represents percentage of survey respondents):

- Dining (80.4%)
- Shopping (75.6%)
- Scenic drive (61.4%)
- Visit a historic site/attraction (46.2%)
- See live music (33.7%)

The most popular attractions include:

- Main Street (60.8%)
- The Factory at Franklin (48.5%)
- Natchez Trace Bridge (22.4%)
- Carter House (20%)
- Leiper's Fork Distillery (17.2%)

The most liked aspects of Franklin & Williamson County include:

- Charming/small town feel (18.9%)
- Friendly people (11.2%)
- Ambiance/atmosphere (9.1%)
- Historic sites (8%)
- Beautiful scenery (7.6%)

Williamson County's visitors are interested in learning about the Battle of Franklin and the effect the battle had on all of our citizens and community. The research shows that visitors are learning about and exploring Williamson County's history by visiting historic sites and parks, Civil War Trail markers, the African American Heritage Driving Tour and Franklin Walking Tours. In addition, The Fuller Story has played an important role in recent visitation.

The research shows Williamson County's visitors are learning about the history of the county through experiences, exploration and online. Williamson County visitors feel the community is a welcoming and inviting destination. In the research that has been conducted, the Williamson County Seal was not given as a reason for visiting and/or learning about the history of the county.

The concern from a tourism perspective would be if the County Seal conversation is picked up by regional and national media, portraying Williamson County in a negative light. This could lead to a loss of potential business, both on the leisure and group side. From a sports tournament perspective, in Mississippi during the recent state flag conversations, the Southeastern Conference (SEC), Conference USA (C-USA) and NCAA made statements about precluding hosting events in the State of Mississippi if the state flag was to stay the same.

Below are a couple of media excerpts portraying this example:

"It's past time for change to be made to the flag of the state of Mississippi," Greg Sankey, SEC Commissioner, said in a statement. "Our students deserve an opportunity to learn and compete in environments that are inclusive and welcoming to all. In the event there is no change, there will be consideration precluding Southeastern Conference championship events from being conducted in the State of Mississippi until the flag is changed." ESPN June 18, 2020

"Competing in an NCAA championship is a special experience for college athletes who compete at the highest level and we are grateful for the college athlete voice leading to this decision," said Mark Emmert, NCAA president. "We must do all we can to ensure that NCAA actions reflect our commitment to inclusion and support all our student-athletes. There can be no place within college sports where any student-athlete is demeaned or unwelcome." Sports Illustrated, June 19, 2020

"Conference USA announcing that no C-USA championship event will be held in Mississippi until there is a change." Mississippi Today, June 22, 2020

The County Seal discussion also has the possibility to be tied into a larger media discussion of how we interpret and honor history in Franklin, inadvertently involving Franklin's Confederate monument. These discussions about the monument in particular would lead to additional negative media coverage, resulting in a loss of potential visitor business.

In summary, the County Seal doesn't presently have an effect on whether or not a visitor chooses to visit Williamson County, although the discussion has the potential to affect short and long term efforts to attract leisure travelers, sports tournaments and group business to Williamson County.

IV. Social and Public Interest Evaluation

A. A General History of the Confederate Flag

When the thirteen states officially seceded from the Union to form the Confederate States of America, these states operated under three different flags during the Civil War, which occurred from 1861 to 1865.¹ The first flag was called “The Stars and Bars,” the second was called “The Stainless Banner,” and the third flag was called “The Blood Stained Banner.” Featured inside of both the Stainless Banner and the Blood Stained Banner flags was a rejected national battle flag design that was used in the state of Virginia.² This “Confederate cross” emblem would eventually become the best known representation of the Confederate battle flag.

Alexander Stephens, the Vice-President of the Confederate States of America, said in his Cornerstone Speech on March 21, 1861, “The new Constitution has put at rest forever all the agitating questions relating to our peculiar institution—African slavery as it exists among us—the proper status of the negro in our form of civilization. This was the immediate cause of the late rupture and present revolution... Our new government is founded upon exactly the opposite ideas; its foundations are laid, its cornerstone rests, upon the great truth that the negro is not equal to the white man; that slavery, subordination to the superior race, is his natural and normal condition.” The flag has been used by the Klu Klux Klan, which intimidated, threatened, and lynched black men, women, and children in the south for decades, while burning down their homes, churches, and businesses.³ Since 1968, this controversial flag has been pictured in the upper left-hand quadrant of the Williamson County Seal.

B. Contemporary View of the County Seal from Community Input

As referenced in the Wall Street Journal in recent years, “Many Southerners take legitimate pride in the heroism and sacrifice their ancestors displayed under that banner, but to millions of Americans today, black and white, it means not heritage but hate.”⁴

On the web site WilliamsonChamber.com/CountySeal created by the task force, respondents were given 250 words or less to share their opinion about the presence of the Confederate flag on the county seal. The survey received 1,225 responses over a period of 21 days. The survey found 52% (638) of those respondents were in favor of removing the Confederate flag from the county seal, while 43% (521) of the respondents opposed removing the flag. The survey also revealed 5% (66) of the respondents either mentioned adding a flag but keeping the Confederate flag, using funding for other things, asking why we were doing this, unclear answers and things of this nature. It must be stated that this survey was not designed or intended to be a scientific poll, simply a way for Williamson County residents to provide input, per the task force resolution.

To some in our community, the Confederate flag is seen as a symbol of treason, white supremacy, racial terror, exclusion, and the inhumane enslavement and debasement of Africans in America. These views are expressed in the following quotes from the public input forum:

- *“Regardless of what the flag was intended to be, it has become a symbol of racism; a signal to those of color that they’re not welcome, accepted, or equal. It is divisive and does not unite us as a community.”*
- *“I believe the flag should represent all people in Williamson County.”*
- *“As a veteran I have agreed to defend this country from all foes, foreign and domestic. The Confederate flag has no business adorning an official seal. This is AMERICA, not the confederacy! Remove the flag immediately, if you want a flag on the seal use the flag of the United States.”*
- *“I try to imagine myself as a person of color looking at the symbol on our county flag. This county represents all residents of the county. These images seem to glorify a time of history that would be very dark for a person of color and their heritage. That glorification and reminder would be something that would make me feel unwelcome and create division or misunderstanding on a constant basis. With all of the changes happening in our country addressing mistreatment, this change seems just.”*
- *“It’s time, we need to change the seal. I’ve lived here 20 years, and I am a native middle Tennessean. A bi-racial friend opened my ideas that to a black person, the Confederate flag hurts their heart in the same way a Nazi logo hurts a Jewish person’s heart. Once I saw that viewpoint I get it like never before.”*
- *“I feel very proud and included as an African American woman living in Williamson County however looking at the flag and seeing the Confederate flag on the Williamson county flag does not welcome or show inclusion as the County has grown and changed. It references a time that was degrading and belittling to many African Americans. It hurts my heart.”*
- *“I believe the message the flag sends is negative, hurtful, and extremely racist and it does not align with Williamson County as it welcomes everyone regardless of race. By definition a “seal” confirms, ratifies, guarantees, assures, an impression, makes secure, authenticates... I don’t believe this is the impression we want to make. I don’t believe this ratifies what WC stands for. I don’t believe this confirms what we believe of our black brothers and sisters. Thank you.”*
- *“I would like to see the seal of Williamson county redesigned to reflect a more current diversity of heritage. Today’s Wilco is a vibrant, diverse community, with modern business and industry, leading educators, and a variety of religious belief. The confederacy is a blemish on our past that should not be revered, but rather viewed with regret and remorse. It’s place of honor on our seal, & in our county seat and town square is an offense that should be repositioned as a reminder of past mistake.”*

For others in our county, the Confederate flag is a symbol of southern heritage, rich antebellum history, and the idealism of states’ rights. These views are expressed in the following quotes from the public input forum:

- *“The County Seal should not be changed, As I understand it “the upper left hand is a cannon with a Confederate flag draped over it, to signify the community’s civil war losses. Thousands died defending their homes. They deserve to be respected and*

remembered. If the seal must be changed to appease those who wish to erase our history, add an American flag to honor all who fought and died for their beliefs."

- *"I find it counter-productive to abandon our history, warts and all. It is our past and we learn from it that makes us what we are today. To alter and forget our history would doom us to repeat any mistakes from which we would have the opportunity to learn. Therefore, I oppose the removal of the Confederate flag from our county seal."*
- *"Leave it alone. It is history and heritage, not hate. I grew up in Franklin I attended the Franklin high School Rebels. I also noticed in the last decade Williamson county has been an incredible amount of money obtaining property that the battle was fought on. I thought the idea behind this was to teach the lessons we should learn from our civil war. Please leave the seal alone!"*
- *"My 4th great grandfather, John Richard Austin, 4th Inf Co G, CSA served and fought for state's rights, not slavery. Poor, honorable men in the south stood up for state's rights and gave their lives in many cases. Never owning a slave, in fact, they scratched a living out of the soil in direct competition with the plantations. Those that do not understand history can be fooled into repeating it. Do not destroy my heritage, instead, learn history."*
- *"Keep the seal! I moved to Williamson County in 1973 and graduated from Franklin High School in 1978. The "heritage" of our community and Williamson County has attributed to the substantial growth during my lifetime as a resident of Franklin. The seal still reflects this heritage for the people that have lived in this community for decades. The Williamson County Seal has not been a deterrent for newcomers nor has it slowed the growth of tourism in Historic Downtown Franklin."*
- *"My view is to leave the Williamson County Seal as it is. The Civil War was real and we lost a lot of lives, white and black. We are not promoting slavery. The flag stands for "heritage, not hate." It honors our ancestors who fought in the Civil War, and that it is a symbol of pride in the distinctive region of the country & its culture. The flag represents freedom from excessive government, not racism. Our ancestors fought for individual states to have the right to govern themselves."*
- *"I like the Seal as is, particularly the imagery of the Confederate flag. My ancestors fought under that flag valiantly, and I appreciate their service to the ideals and principles they were trying to uphold. Having been born in Tennessee, it's important to me we preserve our heritage in all aspects."*
- *"I urge the taskforce to recommend that the county leave the seal as is. As a direct descendant of Confederate soldiers who fought and died with the TN army, I firmly believe that our county has an obligation to honor the history of the battles that took place here and that claimed the lives of thousands. Confederate veterans have been recognized as US veterans for decades. We deserve the right to honor their memories, our unique southern heritage and our history without shame and "re-branding."*

In addition, the following quotes from the public input forum are included in this report because they reflect the feeling of multiple responses and/or they brought a new perspective to the same main point.

- *“Concerns about county debt should outweigh this as a priority.”*
- *“Williamson County is home to diverse residents and international corporations. A seal sends a message about the values of the organization it represents. We also should not include a cross and Bible on our seal -- a government entity should not promote a particular religion to the exclusion of others. Create an entirely new, vibrant, modern logo.”*
- *“The county may want to provide to the state museum copies of the old seal and the new with an explanation of why the county decided to update the seal. The old seal is only fit for a museum with proper contextualization. The new seal, however, should be developed through transparent processes that include participation from as many residents and parts of the county who want to participate. The county may want to have facilitated community conversations about the seal to inform this work.”*
- *“As a retired employee of Williamson County, I know changing the seal would be a GREAT expense. Vehicles decals, clothing, stationery and envelopes, just to mention a few.”*
- *“It’s a simple fix. Replace it with the American flag.”*

C. Highlights of the Testimonies of Mr. Dustin Koctar and Mr. Mike Plumley

On August 11, 2020, the task force held a virtual, citizens meeting with two opposing perspectives on the flag. Dustin Koctar and Mike Plumley, both residents of Williamson County, presented their perspectives to the taskforce in the presence of the media.

Mr. Koctar, who garnered over 11,000 on-line signatures from across the globe through a change.org petition in agreement to remove the flag, and whose wife was born and raised in Williamson County, shared about the time they went to the Williamson County courthouse to finalize the adoption of their oldest son of three Ugandan children. Dustin said, “As you enter the rotunda, you can’t miss it – the county seal practically takes up the whole floor – and there you find that flag. It struck me how hypocritical it was to have a symbol of racism like that honored in a building that was dedicated to justice.”⁵

The second perspective was offered by Mr. Mike Plumley, a Vietnam Veteran, member of several veterans’ organizations including the Sons of Union Veterans of the Civil War and the Sons of Confederate Veterans. Mr. Plumley shared that he believes the county seal portrays the county’s history and ought to remain; “The Civil War was a very ugly and horrific part of that history, but regardless of this ugliness, a significant battle was fought here. The cannon and flag should remain as reminders of our past, of the struggles, and the blood that was shed here.”⁶

D. Local and National Changes with the Confederate Flag and Iconography

Franklin High School of Williamson County is the only school in the district whose mascot today is different than its original, and has changed again. The most recently retired mascot, the Rebel, is a common name for the Confederate army. The original mascot was the Pioneers until 1937 during the Jim Crow era when it was changed. In a Williamson Herald article from December, 2010 and updated April, 2014, then Principal Willie Dickerson, in going through the school annuals, found that the original mascot was a Pioneer. "At the beginning of the school year in 1937 the Rebel was designated as the school mascot," she said. The senior class and student body voted for the name change and stated, "May this name (the one adopted for the school by a vote of the student body, and thereafter, by the Senior Class as the title of our annual) always suggest, not animosities of the past, but a determination to fight ever to uphold those ideals we believe to be right." Franklin High School yearbook staff, 1937

The summer of 2020 saw a nationwide effort to address racial injustice after the deaths of George Floyd, Breonna Taylor and Ahmaud Arbery. A Franklin High School alumna started an online petition in favor of removing the Rebel mascot that received almost 3,000 signatures. In July, 2020, a committee of Franklin High School administrators, parents and students was formed to recommend that the Rebel mascot be changed. The committee decided that the mascot should be changed and Superintendent Jason Golden stated, "I have reviewed the details of their recommendation and concluded that it's time for this change." In the August 18, 2020 edition of the school district's newsletter, In Focus, Principal Shane Pantall announced that the new mascot is the Admirals. "The Admirals was chosen because Franklin High is touted by the students, faculty and alumni as "The Flagship" school of Williamson County and is the oldest high school in the district. While new changes are on the horizon, Franklin High will remain anchored in tradition."

Although this issue pertains to Williamson County, examples across our nation are appropriate to consider as we look to other communities and organizations, especially those in the south, for examples of how they have moved forward through this controversial issue. In June of this year, numerous media outlets reported that NASCAR banned the Confederate Flag from all of its events and properties sites. NASCAR stated, "The presence of the Confederate flag at NASCAR events runs contrary to our commitment to providing a welcoming and inclusive environment for all fans, our competitors and our industry. Bringing people together around a love for racing and the community that it creates is what makes our fans and sport special. The display of the Confederate flag will be prohibited from all NASCAR events and properties."⁷

Also, Mississippi Governor, Tate Reeves, signed a historic bill in June of 2020 withdrawing the state's 126-year-old state flag. He stated, "This is not a political moment to me but a solemn occasion to lead our Mississippi family to come together, to be reconciled, and to move on," the Governor said in a statement. "We are a resilient people defined by our hospitality. We are a people of great faith. Now, more than ever, we must lean on that faith, put our divisions behind us, and unite for a greater good."⁸ The Republican Speaker Pro Tempore, Jason White, said, "By changing our flag, we don't abandon our founding principles. We embrace them more fully by doing what is right. We're not moving further away from our Founding Fathers' visions. We're moving closer to them. We're not destroying our heritage; we're fulfilling it."⁹

The United States Marine Corps also decided in June of 2020 to issue a directive to remove all public displays of the Confederate battle flag from their installations. The directive's reasons are, "In order to support our core values, ensure unit cohesion and security and preserve good order and discipline." They also noted, that the flag has "all too often been co-opted by violent extremist and racist groups whose divisive beliefs have no place in our Corps."¹⁰

In June, 2015, after the massacre at the historic Emanuel African Methodist Episcopal Church, governors from Virginia, North Carolina, Georgia and Tennessee, asked their state legislatures to remove the Confederate emblem from license plates. Virginia Governor Terry McAuliffe stated, "It's the right thing to do. Let us come together. Let us work together. ... We just don't need divisive symbols out there."¹¹

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- ⁴ Davis, William C., "The Right Way to Remember the Confederacy," *The Wall Street Journal*, July 10, 2015.
- ⁵ Testimony of Dustin Koctar from the task force Zoom Meeting, August 11, 2020
- ⁶ Testimony of Mike Plumley from the task force Zoom Meeting, August 11, 2020
- ⁷ CNBC, June 2020
- ⁸ Business Insider, June 30, 2020
- ⁹ NPR, June 27, 2020
- ¹⁰ CBS News, June 5, 2020
- ¹¹ *Governing*, June 24, 2015

V. Financial Impact Evaluation

Nena Graham, Budget Director for Williamson County, assisted the task force by preparing the following cost projections for removal and replacement of the seal from various County properties and equipment. According to Nena in an email sent August 26, 2020, "This is our best estimate at this time. However, this is not meant to be an all-inclusive listing of every cost associated with removal and/or replacement of the county seal throughout the county facilities. There are too many unknowns to be able to give that exact figure. This listing is a point of reference to get an idea of or current cost associated with the use of the county seal on county facilities, equipment and supplies."

Estimates were derived based on current costs. These costs were accumulated from data provided by County elected officials, administrative staff, and department heads. There are some ancillary labor and/or possibly material costs that are unknown at this time. Another unknown factor at this time is the cost for design, setup, and reproduction of a new or revised seal.

The total estimated cost that can currently be identified is \$125,000. This is a current best estimate and is not intended to be an all-inclusive listing of cost associated with the removal and/or replacement of the county seal. The cost calculations of this report are designed to determine the general cost of removal and/or replacement of the seal, but were not designed to try to capture every minor cost that may be associated with such an action.

The following two categories have details listed for estimated removal cost and replacement costs:

Details associated with REMOVAL COSTS are listed below – Approximately \$27,333

A) Seal removal from County properties – Total \$16,990.00

Judicial Center – Terrazzo Tile Floor, Removal of County Seal @ \$15,000.00

This is removal and cover up only and excludes any signage/barricades/pedestrian re-routing/security, re-polish and seal of existing flooring, and/or final clean up. This estimate also excludes additional Property Management time for supervision and clean up.

Podiums

4 Podiums with County Seals on them would require personnel for removal, re-sanding and staining. County staff labor costs projected @ \$480

Downs Boulevard County Building

Removal of seal and County staff labor costs, equipment rental, and associated costs @ \$800.00 This building contains the prior owner logo under the existing County seal which may need associated removal costs if there is not a new county seal available to layer over it.

Academy Park

Two signs to be removed @ \$335.00 each = \$670.00

Animal Care Center

Removal of Seal and Two Signs

County staff labor costs projected @ \$40

B) Decal removal - County Vehicles - Total \$10,343.00

There are approximately 436 county vehicles on which the county seal is affixed. Current cost to remove county stickers from vehicles is \$8,720.00 for labor and \$1,623.00 for equipment. Total \$10,343.00

Details associated with REPLACEMENT COSTS are listed below – Approximately \$95,995.45

Replacement of the county seal on uniforms, business cards, letterhead and envelopes, brochures and miscellaneous advertisements - Total = \$81,948.75

Uniforms \$39,091.50

Business Cards \$11,886.60

Letterhead and Envelopes \$7,688.00

Brochures and Miscellaneous Advertising \$23,282.65

Replacement of County Flags:

Flags bearing the county seal are flown daily at various locations. County Seal flags currently cost 106.14 each. Though there is no associated removal cost to no longer fly these flags, if replacement flags are ordered to be flown at county facilities currently flying the County flag – 5 currently identified facilities @ \$106.14 would total \$530.70

County Vehicles Decal Replacement:

Current cost for vehicles decals are \$8.25 (each) for the 11.75" seal and \$15.50 (each) for the 8" reflective seal. There are typically 2 seals per vehicle (x436 current vehicles). For purposes of this projection, we will use the higher cost for an estimate - Total \$13,516.00

Judicial Center Floor Replacement:

Replacement material and associated labor costs for this project is not able to be determined at this time.

Signage Replacement:

Replacement material and labor cost associated with signage replacement on podiums, Downs Blvd. Facility, Academy Park, and Animal Care facility are unknown at this time.

Williamson County Seal Task Force Members

Name	Representing
Matt Largen, Chair	Williamson, Inc.
Ellie Westman Chin, Vice Chair	Williamson County Convention and Visitors Bureau
Emily Bowman, Secretary	Multi-Generation Family Member
Lisa Campbell	Williamson County Business Community
Inetta Gaines	African American Heritage Society of Williamson County
Paula Harris	Heritage Foundation of Williamson County
Hewitt Sawyers	Multi-Generation Family Member
Rick Warwick	Williamson County Historian
Dr. Chris Williamson	African-American Religious/Community Leader

Williamson County Seal Task Force
August 4, 8:00 a.m.

Minutes

Meeting called to order at 8:00 a.m. via Zoom

Members Present: Ellie Westman Chin, Hewitt Sawyers, Paula Harris, Inetta Gaines, Lisa Campbell, Chris Williamson, Rick Warwick, Matt Largen, Emily Bowman

Others in Attendance: Mayor Rogers Anderson, Diane Giddens, Jeff Moseley

Williamson Chamber provided a summary of the County Seal Survey. Task force discussed the summary and responses. The survey will remain open until August 14.

Ellie Chin reminded task force of suggestion to incorporate field hospital flag into County seal, to memorialize incredible death toll from Civil War, and also to honor those in the medical field. Union was the first to use the red flag to indicate a field hospital, and Confederacy also began to fly the red flags. Task force agreed probably best not to use a flag that reflects Union or Confederacy.

Matt Largen advised task force of a letter from the Jewish Federation of Nashville requesting removal of the cross from the County seal. Task force concurred that addressing the quadrant of the seal representing history of the County is the sole task assigned to the task force by the Williamson County Commissioners and that task force was not commissioned to study any other aspect of the County seal.

Task force discussed inviting community members to task force meeting on August 11 to provide personal testimony.

Task force engaged in planning discussion for a live Q&A session with the public.

- The Q&A session will be a panel discussion with a moderator.
- Members of the task force will not participate in the session.
- FB Live will have a broad reach to the public.
- Discussed composition of panel and need to provide (i) historical context/educational perspective on the Confederate flag and (ii) emotional reaction from County residents.
- Session to be held in the evening.

Financial, Tourism and Business Updates

August 24 deadline to complete a draft of the task force report.

12:00 p.m., August 31 deadline to submit the final task force report and resolution for the County Commissioners.

7 p.m., September 14 meeting of County Commissioners – presentation and vote on task force report and resolution.

Hewitt Sawyers moved to approve the minutes of the July 28 task force meeting. Emily Bowman seconded the motion, and the task force unanimously approved.

Meeting adjourned at 10:00 a.m.

Draft

Williamson County Seal Task Force
August 11, 2020, 8:00 a.m.

Minutes

Meeting called to order at 8:00 a.m. via Zoom

Members Present: Ellie Westman Chin, Hewitt Sawyers, Paula Harris, Inetta Gaines, Lisa Campbell, Chris Williamson, Rick Warwick, Matt Largen, Emily Bowman

Others in Attendance: Mayor Rogers Anderson, Diane Giddens, Jeff Moseley

Task force discussed live panel Q&A session with the public. Invitations to participate in the panel have been extended to historians and County residents. Only one invitation has been accepted by a County resident in favor of keeping the County seal in place as is. Task force questioned whether the Q&A session is necessary for the work of the task force.

- Task force acknowledged the challenge in finding participants and the deadline by which the task force has to complete a report and resolution for the County Commission.
- If task force cannot get the right combination of panelists, should not host the Q&A.
- Objectives of task force include public visibility and public input.
- Public is invited to complete the County seal survey published on the Williamson Chamber website. With over 800 responses to date, the public participation has been strong.
- Mayor Rogers Anderson noted that the question of whether to retain the Confederate flag on the seal is a divisive issue that must be addressed quickly. If Commission does not receive report and resolution by noon on August 31, the Commission cannot act on the resolution at the September meeting and that the presentation of the report could be delayed as long as the January 2021 meeting.

Task force agreed that time and logistical constraint would not allow the task force to hold the public Q&A session. Task force discussed other ways task force can provide information to the public.

- Make another push for public participation in the County seal survey published at www.williamsonchamber.org/countyseal.
- Suggestion to record and publish testimonies from County residents Dustin Koctar and Mike Plumley at today's meeting, and Mr. Koctar and Mr. Plumley agreed.
- Media will attend and listen to today's testimonies.

Task force meetings on August 18 and August 25 will focus on reports from the following task force committees: (i) financial, (ii) social and public interest, (iii) business and (iv) tourism. Once finalized, these reports will be combined into the final report and recommendation to be

presented to the County Commission. The final report should be approved by consensus of the task force.

- Financial committee will work on a list of places where County seal appears, in addition to budget for cost related to any change of the County seal.
- Social and public interest committee will incorporate the summary and some direct quotes from the County seal survey into its report.
- Tourism committee is working with Visit Franklin on its report, and plans to incorporate results of a leisure travel research survey.
- Business committee is engaged in the following discussions: (i) economic development groups in Mississippi, as Mississippi recently removed the Confederate flag from its State seal and (ii) human resources managers across the County regarding possible effects of the Confederate flag on recruitment and retention.

Paula Harris moved to approve the minutes of the August 4 task force meeting. Lisa Campbell seconded the motion, and the task force unanimously approved.

Meeting recessed at 8:50 a.m.

Meeting reconvened at 9:25 a.m. to hear testimony from Dustin Koctar and Mike Plumley, with media guests in attendance. Matt Largen welcomed the media and provided a reminder that the County seal survey will remain open until August 14. Dustin Koctar spoke in favor of removing the Confederate flag from the County seal. Mike Plumley spoke in favor of retaining the Confederate flag on the County seal. Recordings of the testimony can be found at www.williamsonchamber.org/countyseal.

Meeting adjourned at 9:55 a.m.

Williamson County Seal Task Force
August 18, 2020, 8:07 a.m.

Minutes

Meeting called to order at 8:07 a.m. via Zoom

Members Present: Ellie Westman Chin, Hewitt Sawyers, Paula Harris, Inetta Gaines, Lisa Campbell, Chris Williamson, Rick Warwick, Matt Largen, Emily Bowman

Others in Attendance: Mayor Rogers Anderson, Diane Giddens, Jeff Moseley

Minutes:

Paula Harris moved to accept the minutes from the August 11 meeting. Hewitt Sawyers seconded, and the task force unanimously approved

Financial Report:

- Nena Graham, Williamson County Budget Director, provided cost projections to remove the seal from County property, with detail about all of the instances in which the County seal appears.
- The total projected cost for replacement of the County seal cannot be ascertained at this time.

Public and Social Interest Report:

- Task force reflections from citizen testimony.
 - Both brought great perspective and rationale.
 - Excellent presentation that was intellectual in addition to having an emotional component.
 - Received positive comments from the community about the testimony.
 - Both made comments some of the task force members did not know previously.
 - County attorney stated that the Confederate flag and the cannon represent a battle in the Civil War and is thus under the purview of the Tennessee Historical Commission, making removal conditioned on approval of the Tennessee Historical Commission. This is pursuant to State statute adopted in 2013.
- Survey closed at midnight on August 14. Task force has not received numbers.
- Report has been completed, and waiting to add comments from survey results. Includes history of Confederate flag and how it was used.

Business Report:

- Conversations with broader business community – concern about attracting and retaining talent and creating a welcoming environment.

Tourism Report:

- Flag on seal should not impact whether tourists visit Williamson County.
- Focus on research:
 - What are common visitor activities?
 - Main Street
 - Scenic drive
 - Historic sites
 - How does a visitor learn about Franklin?
 - Experiences
 - Exploration
 - Online
- Tourism is at an all-time low, due to COVID-19.

Task force reviewed its Charter and discussed possible recommendations.

Task force discussed its next steps, including assembling the final report for review prior to final task force meeting, in which report will be discussed.

Meeting adjourned at 9:46 a.m.

**Williamson County Seal Task Force
August 25, 2020 , 8:00 a.m.**

Minutes

Meeting called to order at 8:00 a.m. via Zoom

Members Present: Ellie Westman Chin, Hewitt Sawyers, Paula Harris, Inetta Gaines, Lisa Campbell, Chris Williamson, Rick Warwick, Matt Largen, Emily Bowman

Others in Attendance: Mayor Rogers Anderson, Diane Giddens, Jeff Moseley

Minutes:

Lisa Campbell moved to accept the minutes from the August 18 meeting. Ellie Westman Chin seconded, and the task force unanimously approved.

The task force was provided with a draft report prior to the meeting. Task force discussed the following sections of the report during the meeting:

- Executive Summary
- Financial Impact Evaluation
- Social and Public Interest Evaluation
- Business Case

The section of the report on tourism will be distributed following the meeting.

Due to extensive conversation, it was agreed to adjourn the meeting and schedule an additional meeting of the task force, to be held August 27, 2020, at 7:30 a.m.

Meeting adjourned at 10:15 a.m.

**Williamson County Seal Task Force
August 27, 2020, 7:30 a.m.**

Minutes

Meeting called to order at 7:30 a.m. via Zoom

Members Present: Ellie Westman Chin, Hewitt Sawyers, Paula Harris, Inetta Gaines, Lisa Campbell, Chris Williamson, Rick Warwick, Matt Lagen, Emily Bowman

Others in Attendance: Mayor Rogers Anderson, Diane Giddens, Jeff Moseley

The task force was provided with a first draft of the tourism report and a revised draft of the remainder of the report prior to the meeting. Task force discussed the following sections of the report during the meeting:

- Executive Summary
- Financial Impact Evaluation
- Social and Public Interest Evaluation
- Business Case
- Impact on Tourism

The task force asked Mayor Anderson and Jeff Moseley to describe the process for presenting the final report and draft resolution to the County Commission.

Due to extensive conversation related to the revised draft of the report, and in particular the social and public interest evaluation and executive summary, it was agreed to adjourn the meeting and schedule an additional meeting of the task force, to be held August 28, 2020, at 11:30 a.m.

Meeting adjourned at 9:15 a.m.

**Williamson County Seal Task Force
August 28, 2020, 11:30 a.m.**

Minutes

Meeting called to order at 11:30 a.m. via Zoom

Members Present: Ellie Westman Chin, Hewitt Sawyers, Paula Harris, Inetta Gaines, Lisa Campbell, Chris Williamson, Rick Warwick, Matt Largen, Emily Bowman

Others in Attendance: Mayor Rogers Anderson, Diane Giddens, Jeff Moseley

Hewitt Sawyers moved to accept the minutes from the August 25 and August 27 meetings. Paula Harris seconded, and the task force unanimously approved.

The task force was provided with a further revised and compiled draft of report prior to the meeting. Task force discussed the following during the meeting, to finalize the report:

- General comments to the further revised draft
- Executive Summary, and in particular the final recommendation of the task force and the wording thereof

Lisa Campbell moved to remove the Confederate flag from the County seal and leave the method of removal to the County Commission. Inetta Gaines seconded, and the task force unanimously approved.

Hewitt Sawyers suggested, and the task force agreed that Matt Largen will be the spokesperson for the task force in response to media inquiries.

Meeting adjourned at 12:29 p.m.

**RESOLUTION TO ESTABLISH A TASK FORCE FOR THE PURPOSE OF
EVALUATING REVISION OF THE OFFICIAL WILLIAMSON COUNTY SEAL**

WHEREAS, one of the four quadrants of the official seal of Williamson County adopted in 1968 bears a cannon and Confederate flag commemorating the local history related to the War Between the States; and

WHEREAS, in the wake of recent events, a number of citizens have raised questions regarding changing the Seal to remove the Confederate flag; and

WHEREAS, other citizens have expressed opposition to such removal; and

WHEREAS, the design on the Williamson County Seal meets the definition of a memorial commemorating an historic conflict under Tenn. Code Ann. §4-1-412; and

WHEREAS, due to such status, any change in the Seal would require approval of the Tennessee Historical Commission by 2/3 vote, after request by the relevant public entity, which in this case is Williamson County; and

WHEREAS, such request must be accompanied by at least one report showing that there is a material and substantial need for the Seal to be altered based on historical or other compelling interest; and

WHEREAS, the Williamson County Board of Commissioners has determined that a Task Force composed of citizen stakeholders, representing a range of community, business and historical perspectives, should be commissioned to review the issue and provide such a report to the Board of Commissioners in order that it may consider whether it is appropriate to request approval to alter the Seal;

NOW, THEREFORE, BE IT RESOLVED, the Williamson County Board of Commissioners, meeting in regular session this 13th day of July, 2020, hereby authorizes the County Mayor to appoint a Task Force, consisting of citizens representative of specifically defined constituencies as outlined below, to conduct a study and provide a report to the Board of Commissioners prior to its September 14, 2020 meeting; and

BE IT FURTHER RESOLVED, that the constituencies to be represented on the nine-member Task Force shall be as follows:

- One representative of Williamson, Inc., who shall serve as Chair;
- Representatives of two families who have lived in Williamson County for at least three generations (at least one of which should be an African-American family);
- One representative of the Heritage Foundation;
- One representative of the African-American Heritage Society;
- One African-American business owner or manager, or educational professional;
- One African-American religious or community leader; and
- One representative of the Williamson County Convention and Visitors' Bureau; and,
The County Historian

BE IT FURTHER RESOLVED, that such Task Force shall implement a process for receiving input from citizens and other stakeholders, and shall consider such input in developing its recommendations; and

BE IT FURTHER RESOLVED, that such study and report shall be in writing and shall include an evaluation of the financial, social, public interest, tourism and business impacts of altering, or not altering the seal, and shall include a recommendation to the Board of Commissioners regarding (1) whether there is a material and substantial need for the Seal to be altered and (2) if so, the specific historical or other compelling interest(s) that support such need, as required by state law.

AND BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date of its passage by the Williamson County Board of Commissioners, the public welfare requiring it.

Brian Beathard
County Commissioner-Brian Beathard

Chas Morton
County Commissioner-Chas Morton

[Signature]
County Commissioner

Betsy Hester
County Commissioner

[Signature]
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 3 Against 1 Pass

Budget Committee For 3 Against 2 Pass

Commission Action Taken For 18 Against 5 Pass Out

Elaine Anderson
Elaine Anderson, County Clerk

Tommy Little
Tommy Little, Commission Chairman

Rogers Anderson
Rogers Anderson, Williamson County Mayor

Date 7-23-2020

Shared/resolutions/Task Force County Seal

August 31, 2020

Office of the Mayor
1320 W Main St #125
Franklin, TN 37064

To Mayor Anderson and the Williamson County Commission:

As companies proudly operating and creating employment in Williamson County for many years, we are highly supportive of updating the county seal and removing the Confederate flag. We do not believe this seal, created in 1968, represents who we are as a community today. This is a significant issue for our companies and employees who call Williamson County home.

Creating a welcoming and inclusive environment is a top priority for our businesses. For many, the Confederate flag represents the exact opposite as a symbol of racial prejudice and inequality and, it has no place as an official government insignia that is intended to represent all.

We believe the seal is long overdue for an update and now is the time to take swift action to redesign the seal and remove the flag. This change will send a clear signal that Williamson County shares our joint vision of openness and inclusion. We are committed to providing support and any input or assistance you may need as the county moves through this important process. Williamson County is a wonderful place to live and work, and we must collectively push to ensure we better represent our community so people from all walks of life feel welcome.

MARS
Petcare

NISSAN

**FRANKLIN
MADISON**

**MITSUBISHI
MOTORS**

JACKSON
FINANCIAL FREEDOM FOR LIFE™

Zeitlin
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INTERNATIONAL REALTY

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**STITES &
HARBISON**
ATTORNEYS

WESLEY
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**THE FOOD
GROUP**
Partners of the Brand™

AP
LIVE
PART OF THE AYEMA PARTNERS FAMILY

OC

**COMMUNITY
Child Care
CENTER**

Terracon

ALDAY
PUBLIC RELATIONS

UDig

Resolution No. 9-20-19
Requested by: Sheriff's Department

**RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION & WILLIAMSON COUNTY FOR A
TRASH COLLECTING GRANT FOR FISCAL YEAR 2020-21**

WHEREAS, Williamson County intends to apply for a Litter and Trash Collecting Grant from the Tennessee Department of Transportation; and,

WHEREAS, the contract for 2020-21 will impose certain legal obligations upon Williamson County; and,

WHEREAS, the 2019-20 County General budget reflects revenues and expenditures totaling \$93,400 for this program of which \$28,020 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 14th day of September, 2020, that the County Mayor of Williamson County is authorized to apply on behalf of Williamson County for a Litter and Trash Collecting Grant for 2020-21 from the Tennessee Department of Transportation; and,

BE IT FURTHER RESOLVED, upon State approval of said application by the Tennessee Department of Transportation, the County Mayor of Williamson County is authorized to execute contracts or other necessary documents and/or subsequent amendments, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Williamson County.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfc/Public Safety Cmte. For 5 Against 0
Budget Committee For _____ Against _____

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

**RESOLUTION ACCEPTING A CONDITIONAL DONATION OF A
BELGIAN MALINOIS DOG FROM BRAD FANN ON BEHALF OF THE
WILLIAMSON COUNTY SHERIFF'S DEPARTMENT**

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

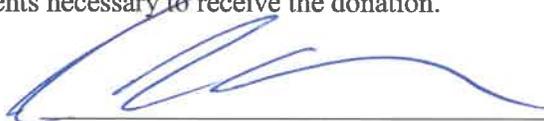
WHEREAS, Brad Fann is a citizen of Williamson County, Tennessee; and

WHEREAS, the Williamson County Sheriff's Department has received the generous offer of a Belgian Malinois dog for use by the Sheriff's Department; and

WHEREAS, the Sheriff's Department desires to accept the Belgian Malinois dog from Brad Fann to be used by the Sheriff's Department for law enforcement purposes until such time as the Sheriff determines, particularly for use as a Drug Detection K-9 by the Criminal Investigations Division; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous conditional donation of the Belgian Malinois dog from Brad Fann:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 14th day of September, 2020 on behalf of the Williamson County Sheriff's Department, accepts the generous conditional donation of a Belgian Malinois dog from Brad Fann to be used for law enforcement purposes until such time as the Sheriff determines, and authorizes the Williamson County Mayor to execute any documents necessary to receive the donation.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 5 Against 0 Pass Out
Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-20-31
Requested by: Commissioners Sturgeon & Rainey

A RESOLUTION TO REDUCE THE SPEED LIMIT ALONG GARDENGATE DRIVE AND GARDENRIDGE DRIVE IN WILLIAMSON COUNTY

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 55-8-153(d), the legislative body of any county and the board of commissioners of any county with a county commission form of government 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, both Gardengate Drive and Gardenridge Drive are dead-end residential roads located in the Gardens at Old Natchez in Williamson County; and

WHEREAS, this request for speed limit reduction was initiated by the Gardens at Old Natchez Homeowners Association; and

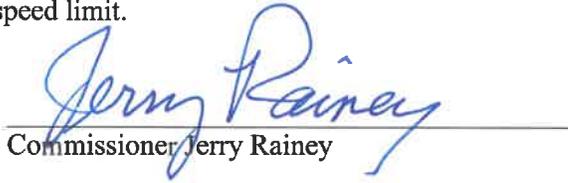
WHEREAS, the Board of Commissioners finds that it is appropriate and in the best interest of the citizens of Williamson County to reduce the speed limit on Gardengate Drive and Gardenridge Drive from 30 miles per hour to 25 miles per hour:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this 14th day of September, 2020, pursuant to the authority granted by *Tennessee Code Annotated*, Section 55-8-153(d), reduces the speed limit on Gardengate Drive and Gardenridge Drive, from 30 miles per hour to 25 miles per hour;

AND, BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners directs that new traffic signs be installed depicting the new speed limit.



Commissioner Barbara Sturgeon



Commissioner Jerry Rainey

COMMITTEES REFERRED TO AND ACTION TAKEN:

Highway Commission For _____ Against _____
Budget Committee For _____ Against _____
Commission Action Taken For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN FOR THE DISPOSAL OF BATTERIES, OIL, PAINT, ANTIFREEZE, AND ELECTRONICS

WHEREAS, both Williamson County ("County") and the City of Franklin ("City") are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement to provide services to its citizens pursuant to *Tennessee Code Annotated, Section 12-9-104*;

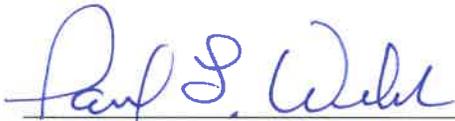
WHEREAS, the citizens of the City and County require the ability to effectively and responsibly dispose of batteries, oil, paint, antifreeze, and electronics ("BOPAE");

WHEREAS, the City currently has the ability to accept BOPAE at its transfer station located at 417 Century Court, Franklin, Tennessee;

WHEREAS, the parties desire to cooperate pursuant to the terms and conditions of the interlocal agreement for the collection and disposal of BOPAE; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County and the City of Franklin to authorize the Williamson County Mayor to execute the attached interlocal agreement for the provision of services for the collection and disposal of BOPAE.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of September, 2020, hereby authorizes the Williamson County Mayor to execute the attached interlocal agreement and all other documents with the City of Franklin to define the obligations and responsibilities of the parties for the collection and disposal of batteries, oil, paint, antifreeze, and electronics.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For _____ Against _____
Commission Action Taken For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**AGREEMENT BETWEEN THE
CITY OF FRANKLIN, TENNESSEE, AND
WILLIAMSON COUNTY, TENNESSEE,
CONCERNING THE DISPOSAL OF BATTERIES, OIL, PAINT,
ANTIFREEZE AND ELECTRONICS
COF Contract No. 2020-0197**

THIS AGREEMENT ("Agreement" made and entered into this _____ day of _____ 20____, by and between the **CITY OF FRANKLIN**, a municipal corporation of the State of Tennessee, hereinafter referred to as ("City"), and **WILLIAMSON COUNTY**, a political subdivision of the State of Tennessee, hereinafter referred to as ("County") pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated §§12-9-101 to -109.

WHEREAS, residents of the City and the County require the ability to effectively and responsibly dispose of batteries, oil, paint, antifreeze, and electronics (BOPAE); and

WHEREAS, the City has the ability to accept BOPAE at its transfer station; and

WHEREAS, County desires to assist the collection and disposal by providing certain items; and

WHEREAS, it is in the best interest of the City and County to enter into this Agreement to define the rights, duties, powers, liabilities, and responsibilities of each with regards to the disposal of BOPAE.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, for themselves, their successors and assigns, agree as follows:

PART I. PURPOSE

The purpose of this Agreement is to set forth the obligations and rights of the parties in the collection and disposal of BOPAE.

PART II. DEFINITIONS

1. "BOPAE" means batteries, oil, paint, antifreeze, and electronics.
2. "City" means Franklin, Tennessee.
3. "County" means Williamson County, Tennessee.
4. "Transfer Station" means the facility owned, operated, and maintained by the City, and located at 417 Century Court, Franklin, Tennessee.

PART III. COLLECTION AND DISPOSAL OF BOPAE

1. The City shall collect BOPAE at the Transfer Station from City and County residents during the normal operating hours, Monday-Friday from 6:30 AM to 4:00 PM.
2. The County shall provide the City with pallets, as needed, for the collection of batteries.

3. The County shall provide the City with a tank which will be used for the collection of oil. The City is currently under contract with a vendor who shall pump the tank. In the event the City is no longer under contract for the pumping of the tank containing oil, the County agrees to be solely responsible for the removal of the oils.

4. The County shall provide the City with a container for the acceptance of paint. The City will not accept latex paint for disposal after December 31, 2020.

5. The County shall provide the City with a tank which will be used for the collection of antifreeze. The City is currently under contract with a vendor who shall pump the tank. In the event the City is no longer under contract for the pumping of the tank containing antifreeze, the County agrees to be solely responsible for the removal of the antifreeze.

6. The City shall be responsible for the disposal of electronics.

PART IV. GENERAL TERMS

1. **Cooperation.** All parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by the Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions of this Agreement granted or implied.

2. **Termination.** This Agreement shall remain in full force and effect for a period of one (1) year from the date of the execution of this Agreement. This Agreement may be renewed by consent of both parties thirty (30) days prior to the termination date.

3. **Insurance.** The City and County will procure and maintain at its expense during the life of the Agreement, insurance of the types and in the minimum amounts as required by Tennessee Law.

4. **Choice of Law and Forum.** This Agreement shall be governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be in Williamson County, Tennessee.

5. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: **WILLIAMSON COUNTY, TENNESSEE**
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, Tennessee 37064

CITY: **CITY OF FRANKLIN**
109 Third Avenue South
PO Box 305
Franklin, TN 37064

6. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

7. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the forgoing statement, any claims, disputes, or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be subject to and decided by a court of law.

8. Assignment. The rights and obligations of this Agreement are not assignable.

9. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against whom charged.

10. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

11. Taxes. To the extent as provided by Tennessee Law, each party shall be responsible for the payment of any and all taxes that may be levied and assessed due to any construction undertaken as provided herein or otherwise due to this Agreement or any right arising under this Agreement.

12. Remedies. Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

13. Severability. If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

14. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year first above written.

[Signature page to follow]

ATTEST:

DocuSigned by:
Eric Stuckey
0D3688F4649B49C...
BY: Eric S. Stuckey
City Administrator
8/26/2020
DATE: _____

CITY OF FRANKLIN, TN

DocuSigned by:
Ken Moore
B00F5EC7457E48C...
BY: KEN MOORE
FRANKLIN MAYOR
8/26/2020
DATE: _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Maricruz R. Fincher
06D86FE246D940E...
Maricruz R. Fincher, Staff Attorney

ATTEST:

BY:

DATE: _____

WILLIAMSON COUNTY, TN

BY: ROGERS ANDERSON
COUNTY MAYOR

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney