

INFORMAL COMMISSION MEETING AGENDA

FEBRUARY 3, 2020

CITIZENS TO ADDRESS THE COMMISSION

CALL TO ORDER - Mayor Durrett

PROCLAMATION – American Heart Month and Go Red for Women

PRESENTATIONS

1. Hotel/Motel Tax Update – Kimberly Wiggins
2. Airport Update – John Patterson
3. Ag Extension Update – Rebekah Norman

PUBLIC HEARING ZONING RESOLUTION

CZ-1-2020 Application of Syd Hedrick from AG to E-1

CLOSE PUBLIC HEARING

RESOLUTIONS

- 20-2-1** Resolution to Retain a Delinquent Tax Attorney for Tax Year 2018
- 20-2-2** Resolution to Accept Federal Grant Funds from the Bureau of Justice Assistance State Criminal Alien Assistance Program for the Fiscal Year 2019 Award Period
- 20-2-3** Resolution to Amend the Sheriff’s Office Vehicle and Communication Equipment Budgets for Fiscal Year 2020
- 20-2-4** Resolution to Amend the Inmate Medical Budgets for the Montgomery County Jail and the Montgomery County Workhouse for Fiscal Year 2020
- 20-2-5** Resolution to Appropriate Funds from the Sheriff’s Office Defense Reutilization and Marketing (DRMO) Reserve Fund for Fiscal Year 2020
- 20-2-6** Resolution Authorizing the Issuance, Sale and Payment of General Obligation Refunding Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount of Approximately \$5,485,000; and Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds

REPORTS

1. Minutes dated January 13, 2020
2. County Clerk’s Report / Notary List
3. Nominating Committee Nominations
4. County Mayor Nominations

REPORTS FILED

1. Hotel/Motel Audit Report
2. Airport Quarterly Report
3. Projects Quarterly Report
4. Driver Safety Program Quarterly Report, October – December 2019
5. Building & Codes Monthly Reports

OLD BUSINESS

ANNOUNCEMENTS

1. The March Informal Commission meeting has been moved to Tuesday, March 3 at 6:00 due to County Government day in Nashville.

ADJOURN

MONTGOMERY COUNTY GOVERNMENT



PROCLAMATION

By The County Mayor

Go Red for Women® Wear Red Day Proclamation

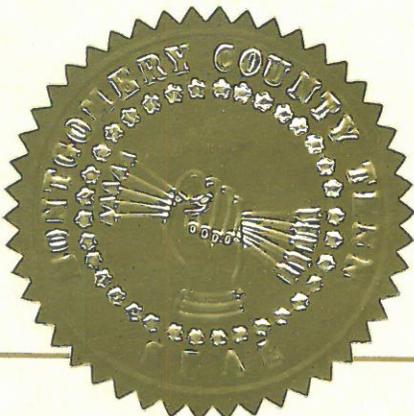
- WHEREAS,** *cardiovascular diseases kill one in three women in the U.S., yet eighty percent of cardiovascular diseases may be prevented; and*
- WHEREAS,** *cardiovascular diseases and stroke kill one woman every 80 seconds in the U.S.; and*
- WHEREAS,** *nearly 45% of women aged 20 and older are living with some form of cardiovascular disease; and*
- WHEREAS,** *ninety percent of women have one or more risk factors for developing heart disease or stroke; and*
- WHEREAS,** *women are less likely to call 911 for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and*
- WHEREAS,** *cardiovascular disease is the leading cause of death; and*
- WHEREAS,** *the American Heart Association's Go Red for Women® movement motivates women to learn their family history and to meet with a healthcare provider to determine their risk for cardiovascular diseases and stroke; and*
- WHEREAS,** *women involved with the Go Red for Women movement live healthier lives.*

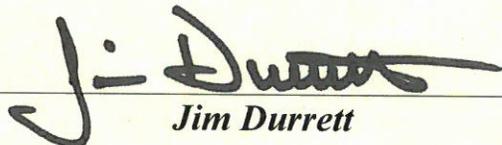
NOW, THEREFORE, BE IT PROCLAIMED that Montgomery County, Tennessee does hereby declare February 2020 as

American Heart Month

and February 7, 2020 as Wear Red Day in Montgomery County, and encourage all residents to join the American Heart Association in fighting cardiovascular diseases by identifying symptoms and taking preventive measures that will increase survival rates and save thousands of lives each year.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the county of Montgomery, Tennessee, this 3rd day of February 2020.




Jim Durrett

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF SYD HEDRICK**

WHEREAS, an application for a zone change from AG Agricultural District to E-1 Single-Family Estate District has been submitted by Syd Hedrick and

WHEREAS, said property is identified as County Tax Map 131, parcel 022.01, containing 1 acres, situated in Civil District 13, located A parcel located on the west frontage of Southside Rd. 2,590 +/- feet north of the Southside Rd. & Swaw Rd. intersection.; and

WHEREAS, said property is described as follows:

Beginning at a point, said point being 2,404 +/- feet in a northerly direction from the centerline of the Southside Rd. & Swaw Rd. intersection, said point being the in the western right of way margin of Southside Rd. & a point in the eastern boundary of the James E. Black property, thence in a southwesterly direction 182 +/- feet & 257 +/- feet in a northwesterly direction with the eastern boundaries of the James E. Black property, to a point, said point being in the southern boundary of the Polly Wincoff property, thence in a easterly direction 198 +/- feet with the southern boundary of the Polly Wincoff property to a point, said point being in the western boundary of the Southside Rd. right of way margin, thence in a southerly direction 207 +/- feet with the Southside Rd. right of way margin to the point of beginning, said herein described tract containing 1.0 +/- acres, further identified as Tax Map 131, Parcel 22.01

WHEREAS, the Planning Commission staff recommends APPROVAL and the Regional Planning Commission recommends APPROVAL of said application.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 10th day of February, 2020, that the zone classification of the property of Syd Hedrick from AG to E-1 is hereby approved.

Duly passed and approved this 10th day of February, 2020.

Sponsor _____
Commissioner _____
Approved _____
County Mayor

Attested: _____
County Clerk

COUNTY ZONING ACTIONS

The following case(s) will be considered for final action at the formal session of the Board of County Commissioners meeting on: **Monday, February 10, 2020**. The public hearing will be held on: **Monday, February 3, 2020**.

CASE NUMBER: CZ-1-2020

Applicant: Syd Hedrick

Agent: Syd Hedrick

Location: A parcel located on the west frontage of Southside Rd. 2,590 +/- feet north of the Southside Rd. & Swaw Rd. intersection.

Request: AG Agricultural District to
E-1 Single-Family Estate District

County Commission District: 4

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 1/29/2020

CASE NUMBER: CZ - 1 - 2020

NAME OF APPLICANT: Syd

Hedrick

AGENT: Syd

Hedrick

GENERAL INFORMATION

TAX PLAT: 131

PARCEL(S): 022.01

ACREAGE TO BE REZONED: 1

PRESENT ZONING: AG

PROPOSED ZONING: E-1

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: A parcel located on the west frontage of Southside Rd. 2,590 +/- feet north of the Southside Rd. & Swaw Rd. intersection.

CITY COUNCIL WARD: NA

COUNTY COMMISSION DISTRICT: 4

CIVIL DISTRICT: 16

DESCRIPTION OF PROPERTY AND SURROUNDING USES: Former home site for a mobile home.

APPLICANT'S STATEMENT FOR PROPOSED USE: Requesting from AG to E-1 in order to bring the lot into conforming use standards.

GROWTH PLAN AREA:

RA

PLANNING AREA: Cumberland

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

- GAS AND WATER ENG. SUPPORT MGR.
- GAS AND WATER ENG. SUPPORT COOR.
- UTILITY DISTRICT
- CITY STREET DEPT.
- TRAFFIC ENG. - ST. DEPT.
- COUNTY HIGHWAY DEPT.
- CEMC
- DEPT. OF ELECTRICITY (CDE)

- ATT
- FIRE DEPARTMENT
- EMERGENCY MANAGEMENT
- POLICE DEPARTMENT
- SHERIFF'S DEPARTMENT
- CITY BUILDING DEPT.
- COUNTY BUILDING DEPT.
- SCHOOL SYSTEM OPERATIONS
- FT. CAMPBELL

- DIV. OF GROUND WATER
- HOUSING AUTHORITY
- INDUSTRIAL DEV BOARD
- CHARTER COMM.
- Other...

1. CITY ENGINEER/UTILITY DISTRICT:

No Comment(s) Received

**2. STREET DEPARTMENT/
COUNTY HIGHWAY DEPARTMENT:**

No Comment(s) Received

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

No Comment(s) Received

**7. CITY BUILDING DEPARTMENT/
COUNTY BUILDING DEPARTMENT:**

Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

**IMPACT OF PROPOSED USE ON Minimal
SURROUNDING DEVELOPMENT:**

INFRASTRUCTURE:

WATER SOURCE: CUNNINGHAM UD

SEWER SOURCE: SEPTIC

STREET/ROAD ACCESSIBILITY: Southside Road

DRAINAGE COMMENTS: West

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

1

1

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE LAND USE PLAN

Cumberland Planning Area: Least densely populated planning area in Montgomery County. The area has some of the roughest terrain in Montgomery County. Lower Density residential is anticipated due to the lack of public sewer.

STAFF RECOMMENDATION: APPROVAL

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The proposed E-1 zoning classification will permit a single family home back on the property & is not out of character with the surrounding area.
3. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.
- 4.
- 5.

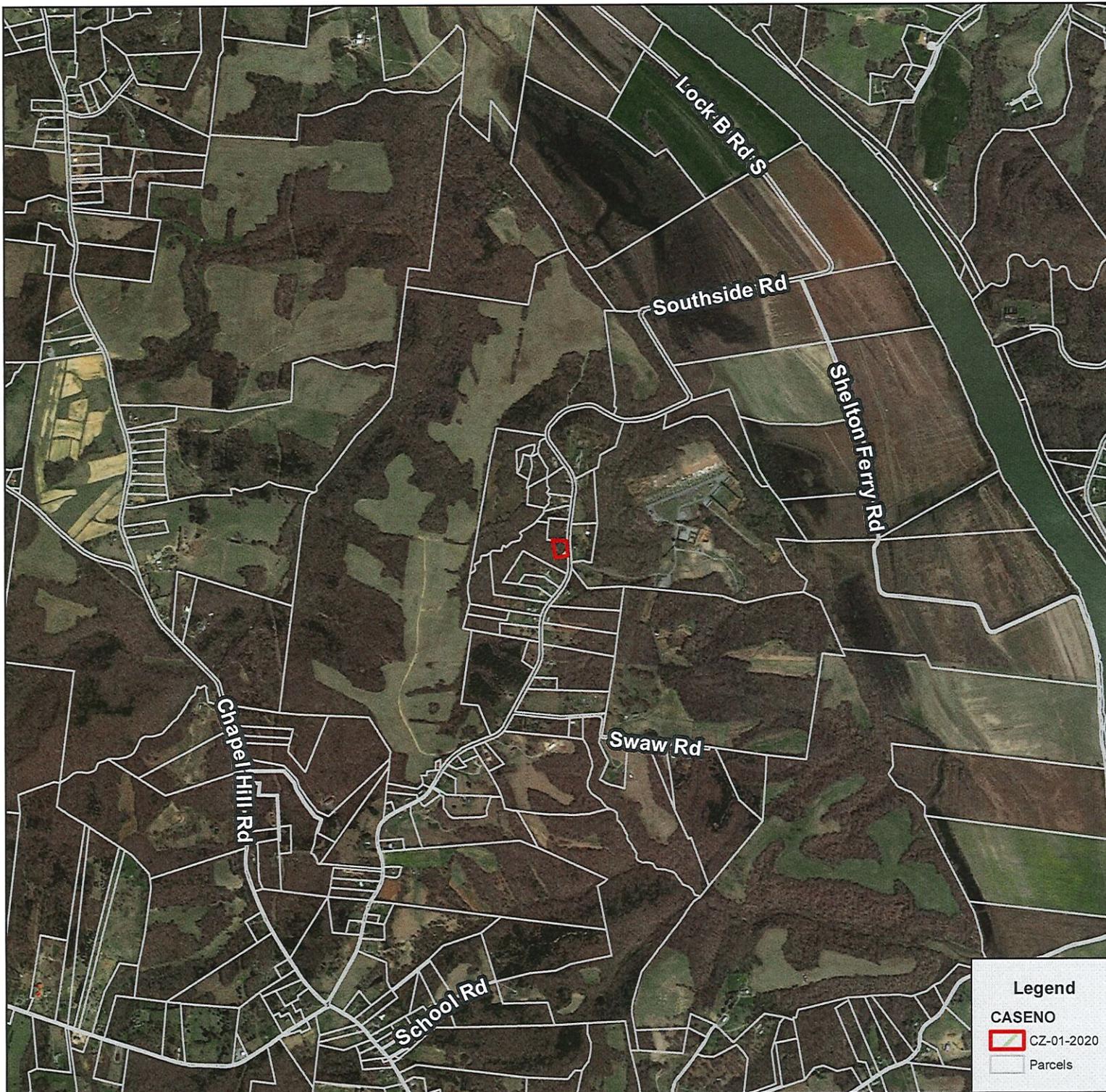
CZ-01-2020

APPLICANT:
SYD HEDRICK

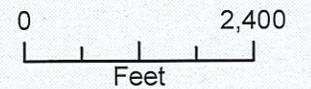
REQUEST:
AG
TO
E-1

MAP AND PARCEL
131 02201

+/- ACRES
1

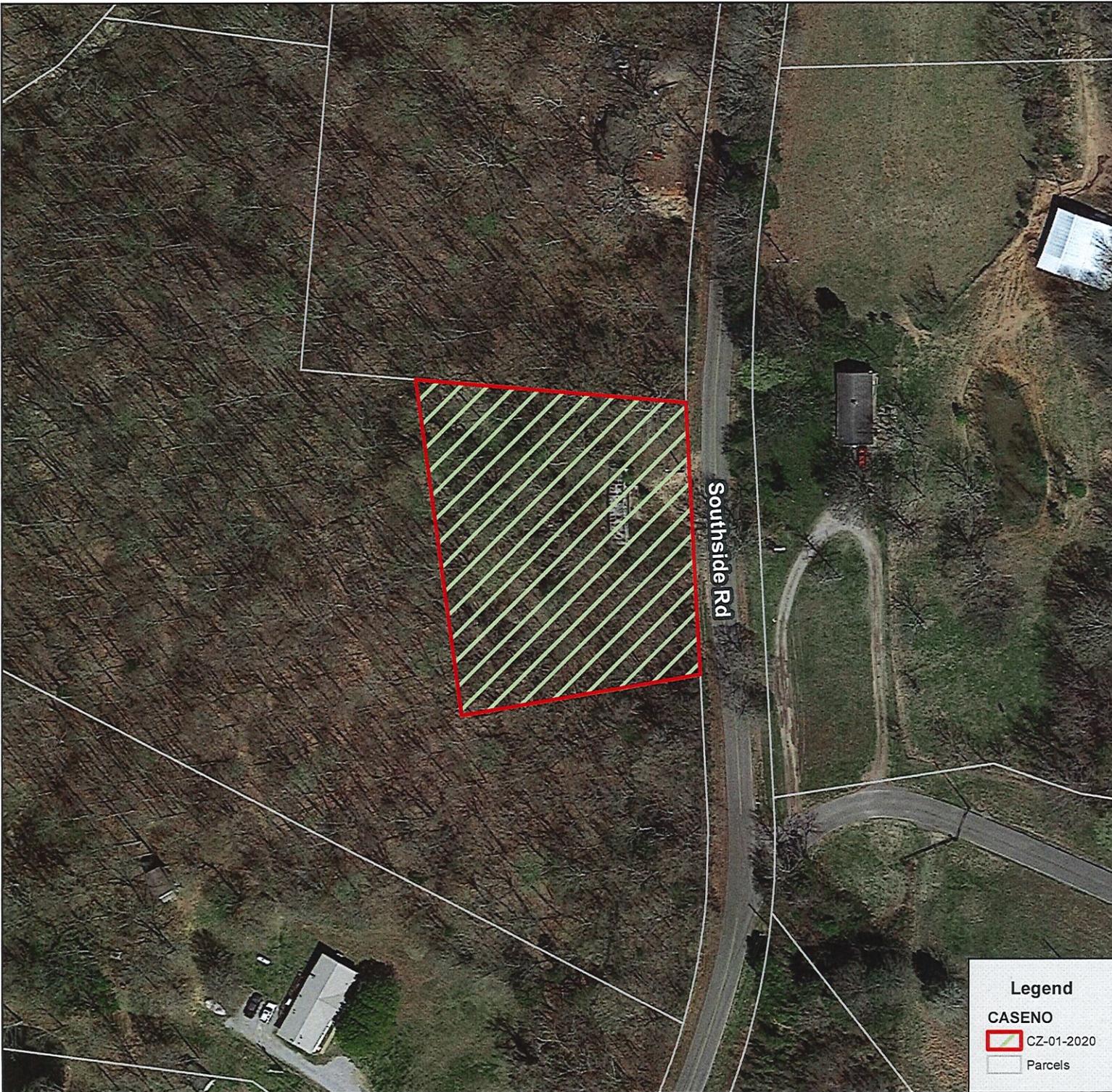


1:24,000



1/29/2020





CZ-01-2020

APPLICANT:
SYD HEDRICK

REQUEST:
AG
TO
E-1

MAP AND PARCEL
131 02201

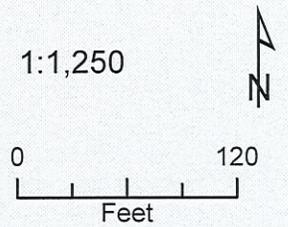
+/- ACRES
1

Legend

CASENO

 CZ-01-2020

 Parcels



1/29/2020

CZ-01-2020

APPLICANT:

SYD HEDRICK

REQUEST:

AG

TO

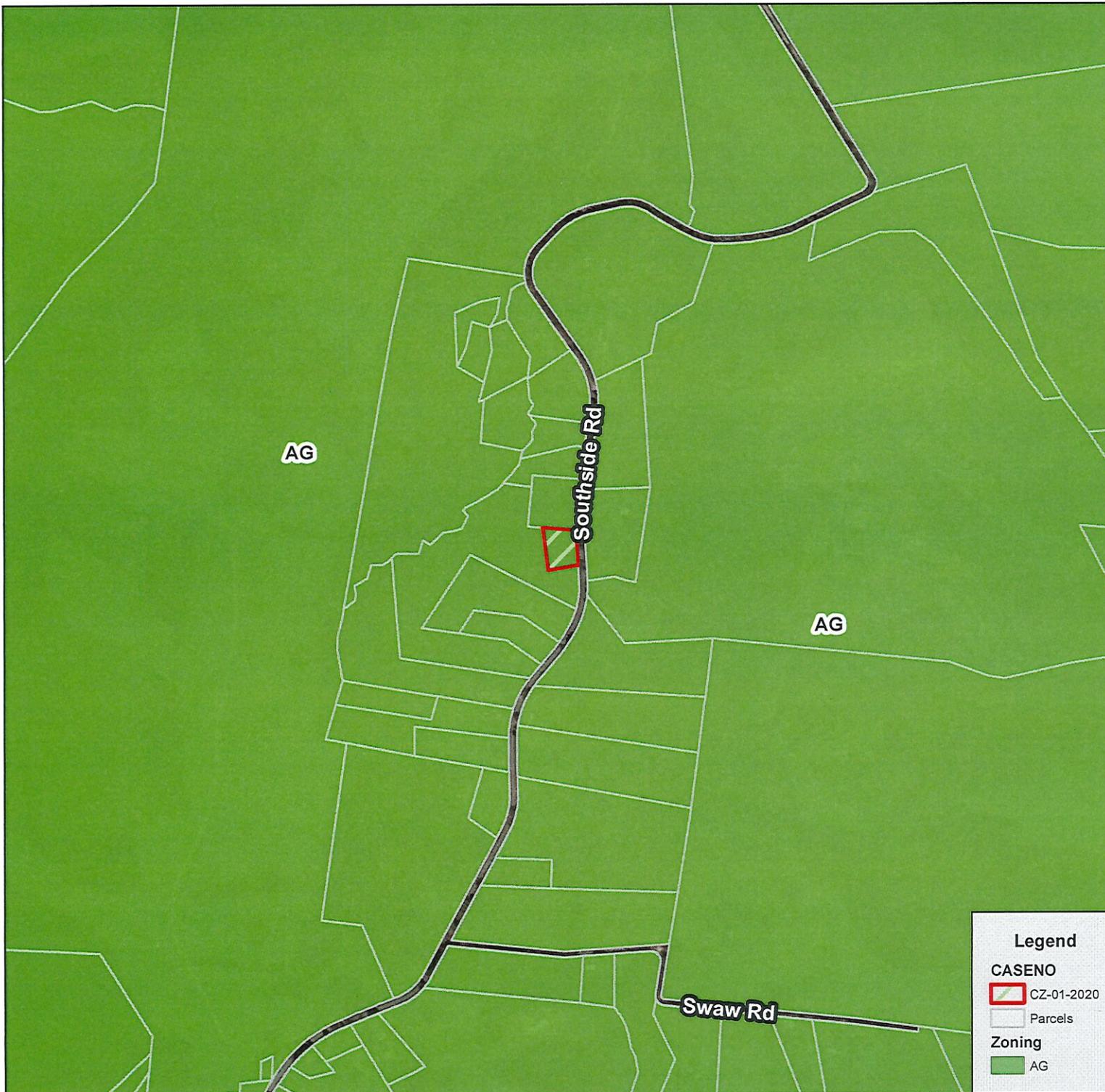
E-1

MAP AND PARCEL

131 02201

+/- ACRES

1



Legend

CASENO

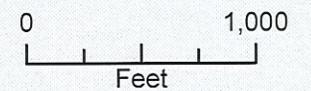
 CZ-01-2020

 Parcels

Zoning

 AG

1:10,000



1/29/2020

CASE NUMBER: CZ 1 2020 MEETING DATE 1/29/2020

APPLICANT: Syd Hedrick

PRESENT ZONING AG PROPOSED ZONING E-1

TAX PLAT # 131 PARCEL 022.01

GEN. LOCATION A parcel located on the west frontage of Southside Rd. 2,590 +/- feet north of the Southside Rd. & Swaw Rd. intersection.

PUBLIC COMMENTS

None received as of 9:00 A.M. on 1/29/2020 (A.L.)

**RESOLUTION TO RETAIN A DELINQUENT TAX ATTORNEY
FOR TAX YEAR 2018**

WHEREAS, pursuant to Tennessee Code Annotated (T.C.A.) § 67-5-101, et seq., and more specifically in T.C.A. § 67-5-2404(a)(1) and (a)(2)(b), Montgomery County is to annually retain an attorney for the purposes of recovery of delinquent taxes; and

WHEREAS, these statutes generally call for the attorney to be chosen by the Trustee with the approval of the County Mayor and provides for a compensation rate to be negotiated in the case of Montgomery County for no more than ten (10%) percent of all delinquent land taxes collected; and

WHEREAS, the delinquent tax attorney shall be determined in advance through this process and subject to the approval of the County Legislative Body; and

WHEREAS, it is the duty of the County Mayor and the County Trustee to cause an attorney to be employed and institute suits for the collection of delinquent taxes within the time provided and the duty of the Trustee to deliver to said delinquent tax attorney a list of delinquent taxes; and

WHEREAS, said duty needs to be met on a yearly basis as required by the statutes to fiscally and responsibly recover delinquent taxes and, through negotiation, to negotiate a reasonable fee for the services of a delinquent tax attorney.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular session on this the 10th day of February, 2020, and upon approval of the County Mayor, the County Trustee has selected Ray Runyon to act as Delinquent Tax Attorney for Montgomery County, Tennessee, and to make recovery of all delinquent taxes allowable under applicable laws under T.C.A. § 67-5-101, et seq., for the 2018 Tax Year, delinquent tax attorney shall be paid a fee of Ten (10%) Percent of all delinquent taxes collected.

Duly passed and approved this the 10th day of February, 2020.

Sponsor Kimberly B. Wiggins

Commissioner Charles D. Keene

Approved _____

County Mayor

Attested _____
County Clerk

**RESOLUTION TO ACCEPT FEDERAL GRANT FUNDS FROM THE
BUREAU OF JUSTICE ASSISTANCE STATE CRIMINAL ALIEN ASSISTANCE
PROGRAM FOR THE FISCAL YEAR 2019 AWARD PERIOD**

WHEREAS, the Montgomery County Jail entered into a four-year agreement with Justice Benefits Inc. for professional services to assist in collecting federal monies for the State Criminal Alien Assistance Program to be used for the needs of inmates housed in the Montgomery County Jail. Montgomery County's financial agreement requires payment to Justice Benefits Inc. of eighteen percent (18%) of total monies paid to Montgomery County; and

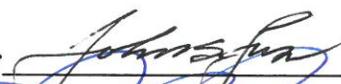
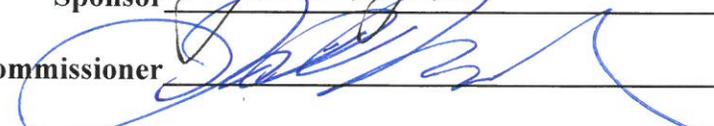
WHEREAS, after payment of the 18% to Justice Benefits, Inc., it is necessary for the remaining amount of \$30,331.80 be transferred to the Jail expenditure budget to be used for the needs of inmates; and

WHEREAS, there is no required match and no requirement that these projects and expenditures be continued after the agreement expires.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session on this 10th day of February 2020, that the federal monies be deposited and dispersed for the inmate's needs as described below:

101-54210-00000-54-47990-G2180	Other Direct Federal Revenue	\$	(36,990.00)
101-54210-00000-54-53990-G2180	Other Contracted Services	\$	6,658.20
101-54210-00000-54-54990-G2180	Other Supplies & Materials	\$	5,000.00
101-54210-00000-54-57900-G2180	Other Equipment	\$	25,331.80

Duly passed and approved this the 10th day of February, 2020.

Sponsor 
 Commissioner 
 Approved _____
 County Mayor

Attested _____
 County Clerk

**RESOLUTION TO AMEND THE SHERIFF’S OFFICE VEHICLE AND
COMMUNICATION EQUIPMENT BUDGETS FOR
FISCAL YEAR 2020**

WHEREAS, the Sheriff’s Office has received proceeds from vehicle insurance recovery; rebate refunds from communication equipment purchases; and the sale of court awarded equipment; and

WHEREAS, it is necessary that these funds be appropriated to maintain the Sheriff’s Office communication equipment and fleet program.

NOW THEREFORE BE IT RESOLVED, by the Montgomery County Board of Commissioners, assembled in regular business session on this 10th day of February, 2020 that \$109,477.62 of revenue be appropriated and that the Director of Accounts and Budgets amend the following accounts accordingly:

101-54110-00000-54-42910	Proceeds Confiscated Property	\$ (2,696.00)
101-54110-00000-54-44170	Refunds/Rebates	\$ (1,870.00)
101-54110-00000-54-49700	Insurance Recovery	\$ (104,911.62)
	Revenue Subtotal	\$ (109,477.62)
101-54110-00000-54-53380	Maint. & Repairs – Vehicles	\$ 929.58
101-54110-00000-54-53990	Other Contracted Services	\$ 19,950.00
101-54110-00000-54-54530	Vehicle Parts	\$ 23,655.00
101-54110-00000-54-57080	Communication Equipment	\$ 382.00
101-54110-00000-54-57160	Law Enforcement Equipment	\$ 12,495.00
101-54110-00000-54-57180	Motor Vehicles	\$ 52,066.04
	Expense Subtotal	\$ 109,477.62
	Total Cost	\$ -0-

Duly passed and approved this 10th day of February , 2020.

Sponsor _____
 Commissioner _____
 Approved _____
 County Mayor

Attested _____
 County Clerk

RESOLUTION TO AMEND THE INMATE MEDICAL BUDGETS FOR THE MONTGOMERY COUNTY JAIL AND THE MONTGOMERY COUNTY WORKHOUSE FOR FISCAL YEAR 2020

WHEREAS, the Sheriff continuously reviews the status of expenses throughout the various budgets within the Sheriff’s Office operation to ensure adequate funding for required services; and

WHEREAS, the County is required to provide proper medical care for inmates in the Montgomery County Jail and the Montgomery County Workhouse; and

WHEREAS, the expenses for inmate medical is projected to exceed current appropriations for Fiscal Year 2020; and

WHEREAS, the County Commission desires to appropriate the funds necessary to the proper accounts.

NOW THEREFORE BE IT RESOLVED, by the Montgomery County Board of Commissioners, assembled in regular business session on this 10th day of February 2020 that \$1,054,998 be appropriated for Inmate Medical Care and that the Director of Accounts and Budgets add the additional funds accordingly:

101-54210-00000-54-53400	Medical & Dental Services	\$	1,000,000.00
101-54220-00000-54-53400	Medical & Dental Services	\$	<u>54,998.00</u>
	Total	\$	1,054,998.00

Duly passed and approved the 10th day of February 2020.

Sponsor *John S. Fron*

Commissioner *Charles D. Keene*

Approved _____
County Mayor

Attested _____
County Clerk

**RESOLUTION TO APPROPRIATE FUNDS FROM THE SHERIFF'S
OFFICE DEFENSE REUTILIZATION AND MARKETING
(DRMO) RESERVE FUND FOR FISCAL YEAR 2020**

WHEREAS, the National Defense Authorization Act authorizes the Secretary of Defense to transfer excess Department of Defense personal property to federal, state, and local law enforcement agencies; and

WHEREAS, the Defense Logistics Agency defines eligible participants for the program as government agencies whose primary function is the enforcement of applicable Federal, State, and local laws, and whose compensated full-time law enforcement officers have powers of arrest and apprehension; and

WHEREAS, once transferred property has been in use for not less than twelve months, certain property may be disposed of by the agency in accordance to specific guidelines with the proceeds of disposed property being retained by the agency; and

WHEREAS, the Montgomery County Sheriff's Office is a participant in this program and has disposed of eligible property with the authorization of the State of Tennessee program coordinator within the rules and regulations of said program, and has placed the proceeds in a special revenue account that has a current balance of \$26,687.00; and

WHEREAS, the Montgomery County Sheriff's Office wishes to appropriate funds from the DRMO Reserve Fund to absorb any costs associated with the administration of the program as well as maintenance on equipment acquired from Department of Defense.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular business session this 10th day of February 2020, that Montgomery County appropriate \$20,200.00 from the DRMO Reserve Fund, and that the Director of Accounts and Budgets to establish the necessary funds as stated below:

DUES & MEMBERSHIPS	101-54110-00000-54-53200-P0010	\$ 1,000.00
LICENSES	101-54110-00000-54-53330-P0010	\$ 200.00
MAINT & REPAIRS EQUIPMENT	101-54110-00000-54-53360-P0010	\$ 2,000.00
MAINT & REPAIRS VEHICLE	101-54110-00000-54-53380-P0010	\$ 2,500.00
TRAVEL	101-54110-00000-54-53550-P0010	\$ 2,000.00
OTHER CONTRACT SERVICES	101-54110-00000-54-53990-P0010	\$ 4,000.00
TIRES AND TUBES	101-54110-00000-54-54500-P0010	\$ 1,500.00
VEHICLE PARTS	101-54110-00000-54-54530-P0010	\$ 1,000.00
OTHER SUPPLIES & MAT.	101-54110-00000-54-54990-P0010	\$ 1,000.00
OTHER CAPITAL OUTLAY	101-54110-00000-54-57990-P0010	\$ 5,000.00
TOTAL		\$ 20,200.00

Duly passed and approved this 10th day of February 2020.

Sponsor _____
Commissioner _____
Approved _____
County Mayor

Attest _____
County Clerk

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF GENERAL OBLIGATION REFUNDING BONDS OF MONTGOMERY COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY \$5,485,000; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS.

WHEREAS, Montgomery County, Tennessee (the "County") has previously issued and there are currently outstanding General Obligation Bonds, Series 2010 (Federally Taxable Build America Bonds – Direct Payment), dated February 4, 2010, maturing on or after April 1, 2022 (the "Outstanding Bonds") issued pursuant to Section 9-21-101 et seq., Tennessee Code Annotated (the "Act"); and

WHEREAS, counties in Tennessee are authorized by the Act to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

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

WHEREAS, the plan of refunding for the Outstanding Bonds has been submitted to the Director of Local Finance (the "State Director") as required by the Act, and the State Director has acknowledged receipt thereof and reported thereon to the County, which report is attached hereto as Exhibit A; and

WHEREAS, it is the intention of the Board of Commissioners of the County to adopt this resolution for the purpose of authorizing approximately \$5,485,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said 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 Montgomery County, Tennessee, as follows:

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

Section 2. Definitions. In addition to the terms described in the preamble hereof, 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 approximately \$5,485,000 General Obligation Refunding Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof;

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

(c) "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;

(d) "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;

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

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

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

(h) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc.;

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

(j) "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;

(k) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body; and

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

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its 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 as follows:

(a) The issuance of the portion of the Bonds attributable to the refunding of the Outstanding Bonds authorized by this resolution is advisable because it will result in the reduction in debt service payable by the County over the term of the outstanding Bonds. The Bonds authorized herein will be structured so as not to extend beyond the original term of the Refunded Bonds.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

(c) Attached hereto as Exhibit C is an engagement letter (the "Engagement Letter") by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the County Mayor to enter into and accept the Engagement Letter, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) refund the Refunded Bonds; and (ii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of approximately \$5,485,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "General

Obligation Refunding Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted under Section 8) semi-annually on June 1 and December 1 in each year, commencing June 1, 2020. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2021 through 2030, inclusive.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2029 and thereafter, shall be subject to redemption prior to maturity at the option of the County on June 1, 2028 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 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 ("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 twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to 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 Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed 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 or his designee.

(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, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. 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(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and 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 principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

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

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MONTGOMERY
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2020_

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

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Montgomery County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [June 1, 2020], and semi-annually thereafter on the first day of [June] and [December] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration 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 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 maturing on or before June 1, 202_ shall mature without option of prior redemption and Bonds maturing June 1, 202_ and thereafter, shall be subject to redemption prior to maturity at the option of the County on June 1, 202_ 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 twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to 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 for (i) refunding the County's outstanding General Obligation Bonds, Series 2010 (Federally Taxable Build America Bonds – Direct Payment), dated February 4, 2010, maturing on or after April 1, 2022; and (ii) paying costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 10th day of February, 2020 (the "Resolution").

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

MONTGOMERY 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 Montgomery 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, 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 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 series, at a price of not less than 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. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

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

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

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

(iii) change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2020, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(iv) 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; and (B) the final maturity date of each series is not later than June 1, 2030.

(v) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(vi) 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

(vii) 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 is requested and paid for by the winning bidder of the Bonds, or any series thereof.

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.

(d) 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 the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. 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.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed 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 and interest on the Refunded Bonds until and through the redemption date therefor shall be (i) 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 (ii) paid directly to the paying agent for the Refunded Bonds, as determined by the County Mayor in consultation with the Municipal Advisor; and

(b) the remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, Escrow Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds.

(c) In accordance with State law, the various department heads responsible for the fund or funds and 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 officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting

a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

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

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the debt service on the Refunded Bonds, if determined by the County Mayor to be necessary pursuant to Section 9(a), the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of, premium, if any, 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 series 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. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

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

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

if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

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

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

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

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal 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 14. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Finance are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Director of Finance is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

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

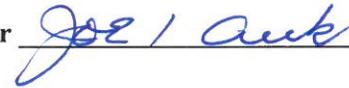
Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved this 10th day of February, 2020.

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

STATE OF TENNESSEE)

COUNTY OF MONTGOMERY)

I, Kellie Jackson, certify that I am the duly qualified and acting County Clerk of Montgomery County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on February 10, 2020; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Refunding Bonds.

WITNESS my official signature and seal of said County this ____ day of _____, 2020.

County Clerk

(SEAL)

EXHIBIT A



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

January 30, 2020

Honorable Jim Durrett, Mayor
Montgomery County
P.O. Box 368
Clarksville, TN 37041

Dear Mayor Durrett:

Thank you for your recent correspondence. We acknowledge receipt on January 22, 2020, of a request from Montgomery County (the "County") for a report on a plan of refunding (the "Plan") for the County's proposed issuance of an estimated \$5,485,000 General Obligation Refunding Bonds, Series 2020A.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, enclosed is a report based upon our review of the County's Plan. The Plan, this letter, and the enclosed report should be made available on the County's website and must be presented to each member of the County Commission for review prior to the adoption of a refunding bond authorizing resolution.

Changes to our Office

We are enclosing a memorandum about the newly created Division of Local Government Finance within the Comptroller's Office.

If you should have questions or need assistance, please feel free to contact your financial analyst, Steve Osborne, at 615.747.5343 or Steve.Osborne@cot.tn.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst.

Very truly yours,

Betsy Knotts
Director of the Division of Local Government Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit
Mr. Jeff Taylor, Finance Director, Montgomery County
Mr. John Werner, Cumberland Securities Company, Inc.
Mr. Chris Bessler, Cumberland Securities Company, Inc.
Mr. Scott Gibson, Cumberland Securities Company, Inc.
Ms. Lillian Blackshear, Bass Berry & Sims
Mr. Jeff Oldham, Bass Berry & Sims

Enclosures: Report of the Director of the Division of Local Government Finance
Comptroller's Memorandum
Local Government Finance Contact Information – Effective March 1, 2020



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

**Report of the Director of the Division of Local Government Finance
Concerning the Proposed Issuance of
General Obligation Refunding Bonds, Series 2020A
Montgomery County, Tennessee**

This report is being issued pursuant to T.C.A. § 9-21-903 and is based upon information as presented in a plan of refunding (the “Plan”) received by our office on January 22, 2020, from the Mayor of Montgomery County (the “County”). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs, risks, and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee.

This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be refinanced or remain outstanding until their respective dates of maturity. This report does not address compliance with federal tax regulations and is not to be relied upon for that purpose. The County should discuss these issues with bond counsel. This report and the County’s Plan must be presented to the governing body prior to the adoption of a refunding bond resolution.

Refunding Analysis

At the request of the Mayor, our office has reviewed the County’s Plan, as required by TCA § 9-21-903, and is providing the following analysis based upon the assumptions outlined in the Plan:

The County intends to competitively sell approximately \$5,485,000 General Obligation Refunding Bonds, Series 2020A (the “Series 2020A Refunding Bonds”) priced at par to current refund \$5,400,000 General Obligation Bonds, Series 2010 (Federally Taxable Build America Bonds) (the “Series 2010 Bonds”), dated February 4, 2010, maturing April 1, 2022 through April 1, 2030.

- The County’s objective for the refunding is to achieve net present value debt service savings.
- The estimated net present value debt service savings is \$412,926 or 7.65% of the refunded principal amount of \$5,400,000.
- The final maturity of the Series 2020A Refunding Bonds does not extend beyond the final maturity of the Series 2010 Bonds.
- The County currently has a AA+ rating on its General Obligation debt; therefore the proposed structure of the Series 2020A Refunding Bonds is not balloon indebtedness as defined in T.C.A. § 9-21-134.
- Estimated costs of issuance is summarized below:

	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount	\$ 44,528	\$ 8.12
Municipal Advisor (Cumberland Securities)	17,056	3.11
Bond Counsel (Bass Berry & Sims)	8,026	1.46
Rating Agency	12,541	2.29
Miscellaneous	2,849	0.52
Total Cost of Issuance	\$ 85,000	\$ 15.50

Financial Professionals

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

The Municipal Securities Rulemaking Board (MSRB) establishes rules and notices that municipal advisors and underwriters must follow when engaging in municipal securities transactions and advising investors and local governments. To learn more about the obligations of the County's underwriter and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

Plan Assumptions

The assumptions of the Plan are the assertions of the County. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by our office. This report provides no assurances of the reasonableness of the underlying assumptions. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale. The Series 2020A Refunding Bonds may be issued with a structure different from that of the Plan.

Debt Management Policy

The County has adopted a debt management policy and has indicated in its Plan that the proposed refunding transaction complies with the County's policy.

Changes to the Structure of the Repayment Schedule

If the County's credit rating changes or the structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the County must submit a Plan of Balloon Indebtedness to the Director of the Division of Local Government Finance for approval prior to the County adopting the resolution authorizing the issuance of the debt.

Requirements After the Refunding Bonds Have Been Issued

We have included a listing of certain compliance requirements your local government will be responsible for once the bonds are issued. The listing is not all inclusive and you should work with your municipal

advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

Effective Date for this Report

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the County Commission to review prior to adopting a new refunding bond authorizing resolution.



Betsy Knotts
Director of the Division of Local Government Finance
Date: January 30, 2020

Enclosure: Requirements After Debt is Issued
 Report on Debt Obligation



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

Requirements After Debt is Issued

- **Annual Budget Approval**

Your local government will be subject to an annual budget approval process for the life of the outstanding debt as required by TCA § 9-21-403. Please refer to our online guidance at: tncot.cc/budget.

- **Bonds not Refunded**

If all the bonds are not refunded as a part of the proposed refunding transaction and the County wishes to refund them in a subsequent bond issue, then a new plan must be submitted to our office for review.

- **Debt Management Policy**

Your local government should regularly review and, if necessary, amend its debt management policy. Please submit any amended policy to our office immediately upon adoption. Guidance concerning debt management policies is available at: tncot.cc/debt-policy.

- **Required Notification**

We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if it is determined prior to the issuance of the debt, that the actual results will differ significantly from the information provided in the submitted Plan and the County decides to proceed with the issue, the County Commission and our office should be notified after the sale by the local government's Chief Executive Officer or the Chief Financial Officer regarding these differences. The Chief Executive Officer must state that they were aware of the differences and determined to proceed with the issuance of the debt. Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

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

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

- **Report on Debt Obligation (State Form CT – 0253)**

Pursuant to T.C.A. § 9-21-151(6) (c), a Report on Debt Obligation (the “Report”) shall be completed and filed with the governing body of the local government no later than forty-five (45) days after the issuance of the Notes, with a copy (including attachments, if any) filed with the Division of Local Government Finance. The Report and instructions may be accessed at: incot.cc/debt-report. No public entity may enter into additional debt if it has failed to file the Report.

- **Rule 15c2-12 of the Securities Exchange Act**

Local governments that have issued municipal securities on or after February 27, 2019, are required to report certain information related to the issuance of financial obligations. Information on the reporting requirements is available on the Municipal Securities Rulemaking Board (MSRB) Electronic Municipal Market Access EMMA® website: emma.msrb.org.

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

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

WITNESSETH:

WHEREAS, the County has previously issued its General Obligation Bonds, Series 2010 (Federally Taxable Build America Bonds – Direct Payment), dated February 4, 2010, maturing on or after April 1, 2022 (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for the refinancing of the Outstanding Bonds by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain a portion of the funds to be applied as herein provided, the County has authorized and issued its General Obligation Refunding Bonds, Series 2020 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited[, along with other available monies of the County,] in escrow with the Agent hereunder and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of a portion of said Refunding Bond proceeds and other available monies of the County and the application thereof, and to provide for the payment of the debt service on 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, 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 the proceeds of the sale of the Refunding Bonds and \$_____ other available monies of the County).

DIVISION II

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 III

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.

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:

“Agent” means _____, _____, _____, its successors and assigns.

“Agreement” means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

“County” means the Montgomery County, Tennessee.

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof.

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the County that are described in Divisions I through III of this Agreement and hereinabove conveyed in escrow to the Agent.

“Outstanding Bonds” has the meanings in the recitals hereto.

“Refunding Bonds” has the meanings in the recitals hereto.

“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 Escrowed 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:

- (i) the amount of \$ _____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and
- (ii) 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 Securities 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 Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities 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 on the Government Securities 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 agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of 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 Securities 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 Securities 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 and the Finance Director a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed.

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

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder 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 the Outstanding Bonds. Unless notice of redemption has been given to the holders of the Outstanding Bonds prior to delivery of the Refunding 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 for the Outstanding Bonds not less than 45 days prior to the stated respective redemption dates of the Outstanding Bonds directing the paying agent bank to give notice to the holders 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, municipal 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 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 Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities 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 Securities or monies received by it, said Government Securities 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 Securities 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 Series 2020 Bonds as fully and with the same rights as if it were not the Agent.

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. 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 3.07. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$ _____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

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 holder of the Outstanding Bonds 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 thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Montgomery 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 3.06. 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 3.06 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 holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

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 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.

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 holder[s] 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 holder of the Outstanding Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

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

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

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

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

To the County:

Montgomery County, Tennessee
1 Millennium Plaza, Suite 205
Clarksville, Tennessee 37040
Attn: County Mayor

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.

Signatures on Following Page

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 officer, all as of the day and date first above written.

MONTGOMERY COUNTY, TENNESSEE

By: _____
County Mayor

(SEAL)

County Clerk

as Escrow Agent

By: _____
Title: _____

EXHIBIT C

Bond Counsel Engagement Letter

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

_____, 2020

Montgomery County, Tennessee
Office of the County Mayor
1 Millennium Plaza
Clarksville, TN 37040
Attention: County Mayor

**Re: Issuance of Approximately \$5,485,000 in Aggregate Principal Amount of
General Obligation Refunding Bonds.**

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Montgomery County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance outstanding debt as further described in a resolution authorizing the Bonds adopted on February 10, 2020 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

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

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

5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

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

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

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

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

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

ATTORNEY-CLIENT RELATIONSHIP

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

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

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

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time

we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$8,000. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. Except for any newspaper publication fees, the bond counsel fee quoted above will include all ordinary out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

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

RECORDS

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

OTHER MATTERS

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

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

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in writing. Otherwise, we look forward to working with you.

COUNTY COMMISSION MINUTES FOR

JANUARY 13, 2020

SUBMITTED FOR APPROVAL FEBRUARY 10, 2020

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, January 13, 2020, at 6:00 P.M. at the Montgomery County Courthouse. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Kyle Johnson, Chief of Staff, Kellie Jackson, County Clerk, John Smith, Chief Deputy Sheriff, Tim Harvey, County Attorney, Jeff Taylor, Director of Accounts and Budgets, and the following Commissioners:

Joshua Beal	Arnold Hodges	Chris Rasnic
Loretta J. Bryant	Garland Johnson	Rickey Ray
Brandon Butts	Charles Keene	Larry Rocconi
Carmelle Chandler	Jason D. Knight	Joe Smith
Joe L. Creek	Rashidah A. Leverett	Tangi C. Smith
John M. Gannon	James R. Lewis	Walker R. Woodruff
David Harper	Lisa L. Prichard	

PRESENT: 20

ABSENT: Jerry Allbert (1)

When and where the following proceedings were had and entered of record, to-wit:

Dorris Evans spoke about the Small Business Administration Disaster Field Operations Center East.

The minutes of the December 9, 2019, meeting of the Board of Commissioners, were approved.

The following Resolutions were Adopted:

- CZ-19-2019** Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of William & Emily Shopshire
- 20-1-1** Resolution of the Montgomery County Board of Commissioners Authorizing Lease of Computers
- 20-1-2** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2019-20 School Budget
- 20-1-3** Resolution of the Montgomery County Board of Commissioners to Amend Resolution 19-1-10 Adopting Term Limits for Various Committees
- 20-1-4** Amended Resolution to Donate a 0.31 Acre Parcel in the South Industrial Park to the City of Clarksville for a Police Precinct
- 20-1-5** Resolution to Appropriate Funding for the Purchase of Engraved Brick Pavers using Funding from Bond Proceeds Dedicated for Art Purchases
- 20-1-6** Amended Resolution Requesting Improvements to SR236/Rossvie Road from East of International Blvd to Hayes Lane from the State of Tennessee, Tennessee Department of Transportation
- 20-1-7** Amended Resolution Amending the Budget of the Montgomery County Information Technology Department in an Amount Not to Exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) for the Purchase of Software & Equipment for the Commission Chambers Discussion & Voting System
- 20-1-8** Resolution to Acquire Certain Real Estate Located on Needmore Road, Clarksville, Tennessee for the Purpose of a New Animal Care & Control Facility
- 20-1-9** Initial Resolution Authorizing the Issuance of Not to Exceed Thirty-Two Million Nine Hundred Thousand Dollars (\$32,900,000) General Obligation Bonds of Montgomery County, Tennessee
- 20-1-10** A Resolution Authorizing the Issuance of General Obligation Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount of Not to Exceed \$32,900,000, in One or More Series; Making Provision for the Issuance, Sale and Payment of Said Bonds, Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds

Old/Unfinished Business (Deferred from December):

- 19-12-9 A Resolution by the Montgomery County Tennessee Commission Ratifying the Clarksville-Montgomery County 2040 Growth Plan and Forwarding it to the Tennessee Local Government Planning Advisory Committee for Consideration

The Following Resolution was Pulled from the Agenda:

- 19-12-12 Resolution of the Montgomery County Board of Commissioners Appropriating Funds for the Purchase of Emmanuel Family Life Center for CMCSS Language Immersion Program

The County Clerk's Report for the month of December was Approved.

Reports Filed:

1. Report on Debt Obligation for CMCSS Laptops \$3,731,958.27
2. Report on Debt Obligation for CMCSS Laptops \$226,996.84
3. Accounts & Budgets Monthly Report
4. Trustee's Monthly Report
5. Highway Department – Road System List (Approved by Commission)

Nominating Committee Nominations:

AGRICULTURAL EXTENSION COMMITTEE

2-3 year term

Commissioner Rickey Ray has been filling the unexpired term of Joe Weyant and is eligible for reappointment for a two-year term to expire January 2022.

Commissioner Arnold Hodges is nominated to replace Garland Johnson for a two-year term to expire January 2022.

Robert Leonard Adkins is nominated to replace Denney Green to serve his/her first two-year term to expire January 2022.

Laura Sleight is eligible to serve another two-year term to expire January 2022.

JAIL & JUVENILE DETENTION CENTER

2-year term

Commissioner Chris Rasnic has been filling the unexpired term of Martha Brockman and is eligible for reappointment for a two-year term to expire January 2022.

Commissioner Rashidah Leverett has been filling the unexpired term of Tommy Vallejos and is eligible for reappointment for a two-year term to expire January 2022.

MUSEUM BOARD

3-year term

Commissioner Joe Creek has been filling the unexpired term of Larry Rocconi and is eligible for reappointment for his first three-year term to expire January 2023.

NOMINATING COMMITTEE

2-year term

Commissioner Jerry Allbert has been filling the unexpired term of Robert Gibbs and is eligible for reappointment for a two-year term to expire January 2022.

Commissioner Charlie Keene has been filling the unexpired term of Tommy Vallejos and is eligible for reappointment for a two-year term to expire January 2022.

ECONOMIC AND COMMUNITY DEVELOPMENT BOARD

4-year term

Jeff Purvis nominated to fill unexpired term of Russell Adkins with term to expire June 30, 2021.

SCHOOL LIAISON COMMITTEE

2-year term

Commissioner Loretta Bryant has been filling the unexpired term of Wallace Redd in school committee district #3 (commission districts 6, 7, 13, 16) and is eligible for reappointment for a two-year term to expire January 2022.

Commissioner Garland Johnson nominated to replace David Harper to serve school committee district #1 (commission districts 1, 3, 15, 19) for a two-year term to January 2022.

Commissioner Rickey Ray nominated to replace Jerry Allbert to serve school committee district #2 (commission districts 4, 5, 20, 21) for a two-year term to expire January 2022.

Commissioner Josh Beal nominated to replace Charlie Keene to serve school committee district #4 (commission districts 2, 14, 17, 18) for a two-year term to expire January 2022.

BOARD OF HEALTH

4-year term

Catherine Meeks nominated to replace Donald “Bo” Battles, as a Graduate Pharmacist representative and recommended by the Pharmacist Association, for a four-year term to expire October 2023.

Mayor Nominations Approved:

ANIMAL CARE AND CONTROL COMMITTEE

2-year term

Commissioner Jason Knight has been filling the unexpired term of Brandon Butts and is nominated to fill a two-year term to expire January 2022.

Sheriff’s Office Representative (will vary) is nominated to fill the unexpired term of Jessie Nugent with a two-year term to expire January 2022.

Stephen Hofmeister is nominated as an at-large member to replace John Rudolph for a two-year term to expire January 2022.

Dr. Ben Howard, as a veterinarian, is nominated to serve his second two-year term to expire January 2022.

PURCHASING COMMITTEE

1-year term

Commissioner Arnold Hodges is nominated to replace Commissioner Chandler for a one-year term to expire January 2021.

Commissioner Tangi Smith is nominated to replace Commissioner Prichard for a one-year term to expire January 2021.

Commissioner Rickey Ray is nominated to replace Commissioner Beal for a one-year term to expire January 2021.

Commissioner James Lewis is nominated to replace Commissioner Leverett for a one-year term to expire January 2021.

PUBLIC BUILDING AUTHORITY

6-year term

Commissioner Rocconi has been serving the unexpired term of Minerva Harris and is nominated to serve a full six-year term to expire December 2025.

Mayor Appointments Approved:

BUDGET COMMITTEE

1-year term

Commissioner John Gannon appointed to replace Commissioner Garland Johnson for a

one-year term to expire January 2021.

Commissioner Rashidah Leverett appointed to replace Commissioner Rickey Ray for a one-year term to expire January 2021.

Commissioner Charlie Keene is reappointed for a one-year term to expire January 2021.

911 EMERGENCY COMMUNICATION DISTRICT BOARD

4-year term

Elizabeth Henley is reappointed to a two-year term to expire January 2022.

Geno Grubb is reappointed to a two-year term to expire January 2022.

Commissioner David Harper is reappointed to serve a four-year term to expire January 2024.

Chief John Smith is reappointed to serve a four-year term to expire January 2024.

Jimmy Winters is reappointed to serve a four-year term to expire January 2024.

Mark Wojnarek is reappointed to serve a four-year term to expire January 2024.

(appointed by city)

Mayor Appointments Announced:

STORM WATER BOARD OF APPEALS

2-year term

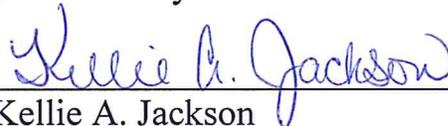
Grant Shaw, as a lay member, is reappointed to serve a two-year term to expire January 2022.

Allen Caldwell, as a lay member, is reappointed to serve a two-year term to expire January 2022.

Stanley Calhoun, as an alternate, is reappointed to serve a two-year term to expire January 2022.

The Board was adjourned.

Submitted by:



Kellie A. Jackson

County Clerk



County Clerk's Report
February 10, 2020

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of January 2020.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Sheriff's Deputies are approved as taken.

This report shall be spread upon the minutes of the Board of County Commissioners.

This the 10th day of February 2020.


County Clerk



OATHS OF DEPUTIES SHERIFF

NAME	OFFICE	DATE
Tera Dillard	Deputy Sheriff	01/06/2020
Erica M. Batchelor	Deputy Sheriff	01/17/2020
James E. Bertram	Deputy Sheriff	01/17/2020
Shelly L. Danielson	Deputy Sheriff	01/17/2020
MacKenzie A. Eaton	Deputy Sheriff	01/17/2020
Haley E. Gallagher	Deputy Sheriff	01/17/2020
Tina M. Jett	Deputy Sheriff	01/17/2020
Abbey L. Jones	Deputy Sheriff	01/17/2020
Thomas H. Kerdels	Deputy Sheriff	01/17/2020
Joshua J. Raycraft	Deputy Sheriff	01/17/2020

MONTGOMERY COUNTY CLERK
KELLIE A JACKSON COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected February 10,2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. AMANDA SANTANA	124 BLUE HOLE RD CLARKSVILLE TN 37042 718 869 2472	2050 LOWES DR CLARKSVILLE TN 37040
2. RYAN BATSON	88 PROMONTERY LANE CLARKSVILLE TN 37040 865 617 6332	400 FRANKLIN ST CLARKSVILLE TN 37040 931 648 7182
3. YURA BROOKS	1176 STILLWOOD DR CLARKSVILLE TN 37042 615-800-0448	309 POSTON ST CLARKSVILLE TN 37040 9316472486
4. TRACEY LEE BROWN	1221 FIELDCREST ;AME CLARKSVILLE TN 37040 931 302 6963	109 SOUTH THIRD STREET CLARKSVILLE TN 37040 931 552 6656
5. CHRISTINA P BURKHART	140 WEYMOUTH CT CLARKSVILLE TN 37043 931 249 5063	1025 MADISON ST CLARKSVILLE TN 37040 931 552 9231
6. MELANIE CARTER	3316 HEATHERWOOD TRACE CLARKSVILLE TN 37040 931 237 2728	141 CHESAPEAKE LN STE 300 CLARKSVILLE TN 37040 931 245 5130
7. SHERI L CATHEY	284 REBECCA ANN CT CLARKSVILLE TN 37043 931 552 9655	2017 WILMA RUDOLPH BLVD CLARKSVILLE TN 37043 931 552 0359
8. ELIZABETH CLARK	990 DIXIE BEE RD ADAMS TN 37010 931 434 5895	350 PAGEANT LANE SUITE 502 CLARKSVILLE TN 37040 931 648 5711
9. KARINA B COX	436 GAYLEWOOD DR CLARKSVILLE TN 37043 931 237 5989	2050 LOWES DR CLARKSVILLE TN 37040 931 431 2212
10. SONYA N DAVIS	1762 CRESTVIEW DR CLARKSVILLE TN 37042 615 275 9595	1762 CRESTVIEW DR CLARKSVILLE TN 37042 615 275 9595
11. TINA E DELACY	1628 VISTA LN CLARKSVILLE TN 37043 931 572 4831	109 SOUTH THIRD STREET CLARKSVILLE TN 37040 9315526656
12. IRACEMA DIAZ	160 E REGENT DR CLARKSVILLE TN 37043 786 255 3586	2088 LOWES DR SUITE F CLARKSVILLE TN 37040 931 647 8272
13. ERIKA DOBBS	1321 CHINOOK CIR CLARKSVILLE TN 37042 270-498-9309	2950 INTERNATIONAL BLVD CLARKSVILLE TN 37043

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Notaries to be elected February 10,2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
14. DANAIRE EASLEY	3711 HEATHER DR CLARKSVILLE TN 37042 313 817 7024	
15. MARY EHR	708 CAVALIER DR CLARKSVILLE TN 37040 720 629 7155	N/A
16. ANNA FOSMIRE	1052 MICHAELA CIRCLE CLARKSVILLE TN 37043 520 954 0965	933 TRACY LANE STE A CLARKSVILLE TN 37040 931 233 0565
17. COURTNEY FOX	1972 BOYER BLVD CLARKSVILLE TN 37043 931 431 6800	2050 LOWES DR CLARKSVILLE TN 37040
18. SIOHVON TERESA GARDNER	3431 KINGFISHER DR CLARKSVILLE TN 37042 931 237 0445	2088 LOWES DR STE E CLARKSVILLE TN 37040 931 572 9777
19. DUANA C HALL	1485 HOLLIS RIDGE CLARKSVILLE 37040 TN 37043 CLARKSVILLE 609-744-4500	1485 HOLLIS RIDGE CLARKSVILLE 37040 TN 37043 CLARKSVILLE 9315614100
20. AMY REBEKAH HALL	230 HARLOLD DR CLARKSVILLE TN 37040 615-400-0288	
21. JUSTIN HAWKINS	25 HILLSBORO RD CLARKSVILLE TN 37042 931-551-5302	2971 INTERNATIONAL BLVD CLARKSVILLE TN 37043 931572660
22. GLORIA D HILL	1528 BRIAR HILL DR CLARKSVILLE TN 37042 931-216-4240	136 FRANKLIN ST STE 300 CLARKSVILLE TN 37040 931 552 7111
23. HILDA IDROGO	3866 STELLA DR CLARKSVILLE TN 37040 270 498 4344	2053 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 647 1778
24. CYNTHIA L LEETHAM	1312 VANTAGE COURT CLARKSVILLE TN 37040 931-206-0333	117 OLD EXCELL ROAD CLARKSVILLE TN 37043 9313585789
25. SILVIA KATHARINA LEWIS	285 BROWNING CT CLARKSVILLE TN 37040 931-494-4220	650 JOEL DR FORT CAMPBELL KY 42223 2707988041

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Notaries to be elected February 10,2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
26. RODNEY D LIFSEY	300 ABELINE DR CLARKSVILLE TN 37043 931 320 5841	106 PUBLIC SQUARE CLARKSVILLE TN 37040 931 648 0656
27. STACY A LIPTOK	116 DEER HAVEN RD INDIAN MOUND TN 37079 931 624 0884	2088 LOWES DR STE F CLARKSVILLE TN 37040 931 647 8272
28. THERESA R MILLS	274 CRANKLIN CIR CLARKSVILLE TN 37042 931 220 9179	308 S 2ND STREET CLARKSVILLE TN 37041 931 552 1480
29. CYNTHIA G MINNICK	317 FOREST HILLS DR CLARKSVILLE TN 37040 931 220 2020	312 ROSA PARKS BLVD NASHVILLE TN 37243 615 770 6946
30. AMBER MORGAN	1101 ISHEE DR CLARKSVILLE TN 37042 636 439 1414	1715 FT CAMPBELL BLVD CLARKSVILLE TN 37042 931 552 7070
31. MARY PHILLIPS	1925 ASHLAND CITY RD APT 921 CLARKSVILLE TN 37043 931 237 8745	2 MILLENNIUM PLAZA, STE 115 CLARKSVILLE TN 37040 931 648 5700
32. SADIE PLANTE	916 CINDY JO CT CLARKSVILLE TN 37040 401 767 6630	2425 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 648 4300
33. DAVIS LEE POTTS	4372 LAKE RD WOODLAWN TN 37191 931 905 4784	
34. NICHOLAS A REAUME	1711 BALTIMORE DR APT A CLARKSVILLE TN 37043 615 415 5479	560 S QUEBEC ST SUITE 220A GREENWOOD VILLAGE CO 80111 931 324 1801
35. KAYTLYN REED	2115 LOCK B RD N CLARKSVILLE TN 37043 931 905 1997	1960 MADISON ST STE J CLARKSVILLE TN 37043 931 905 1997
36. VERISA REYNOLDS	1506 REMBRANDT DR CLARKSVILLE TN 37040 931 320 0115	1506 REMBRANDT DR CLARKSVILLE TN 37040 931 648 3585
37. LARRY A ROCCONI JR	1231 MADISON ST CLARKSVILLE TN 37040 931 645 1425	308 SOUTH SECOND ST CLARKSVILLE TN 37040 931 552 1480

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Notaries to be elected February 10,2020

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. PATTY RUTH	496 GIP MANNING RD CLARKSVILLE TN 37042 931 503 2398	2 MILLENNIUM PLAZA CLARKSVILLE TN 37040 931 648 5700
39. CARMACK C SHELL	809 SHADY BLUFF TRAIL CLARKSVILLE TN 37043 931 648 1884	
40. BRITTNEY STEWART	4236 BUDDS CREEK ROAD CUNNINGHAM TN 37052 931 449 0904	512 MADISON STREET STE A CLARKSVILLE TN 37040 931 218 7800
41. TERRI L THOMAS	760 CRESTONE LANE CLARKSVILLE TN 37042 615-278-8443	3200 WEST END AVE SUITE 500 NASHVILLE TN 37203 8885195113
42. SUSAN M THOMLEY	708 N WOODSON RD CLARKSVILLE TN 37043 931 320 0170	1371 NEW ASHLAND CITY RD CLARKSVILLE TN 37040 931 647 0815
43. SHANNON TIGART	31 MAPLE ST CLARKSVILLE TN 37042 931 237 6830	1347 FT CAMPBELL BLVD CLARKSVILLE TN 37042 931 645 2275
44. BARBARA A UNRUH	900 HICKORY POINT ROAD CLARKSVILLE TN 37043 931 206 4560	523 MADISON STREET CLARKSVILLE TN 37040 931 905 3507
45. GUY J URSERY	102 HIGHLAND CLUB EST CLARKSVILLE TN 37042 731 514 3610	1680 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 931 221 0656
46. JESSICA M WARREN	3850 MORGAN CIRCLE CUNNINGHAM TN 37052 931 624 3919	112 CENTER POINTE DR STE A CLARKSVILLE TN 37040 931 802 6650
47. DENNIS A WEILAND	320 PEARTREE DR CLARKSVILLE TN 37043 931 216 2777	2231 MADISON ST STE A CLARKSVILLE TN 37043 931 503 2799
48. ASHLEY WHITFIELD	253 DENNY ROAD CLARKSVILLE TN 37043 931-237-6830	1347 FORT CAMPBELL BLVD CLARKSVILLE TN 37042 9316452275
49. KIM WINSLOW	813G GOLFVIEW PLACE CLARKSVILLE TN 37043 931-561-8625	221 SOUTH SECOND ST CLARKSVILLE TN 37040 9316489621
50. SHERRI G WOOD	1130 HAZEL DR CLARKSVILLE TN 37043 931 237 2133	651 DUNLOP LANE CLARKSVILLE TN 37040 931 502 2050

NOMINATING COMMITTEE NOMINATIONS

February 10, 2020

COMMUNITY HEALTH FOUNDATION

3-year term

Tommy Bates is eligible to serve another three-year term to expire February 2023.

Jeff Bibb is eligible to serve another three-year term to expire February 2023.

Kyle Luther is eligible to serve another three-year term to expire February 2023.

_____ is nominated to replace Dr. Micki Daugherty for a three-year term to expire February 2023.

**MONTGOMERY COUNTY BOARD
OR COMMITTEE
PROSPECTIVE MEMBER PROFILE**

PERSONAL

Name _____

Age ____ Male Female Date of Birth _____ Years in Montgomery County _____

Spouse's Name _____ Children _____

Employer _____ Phone _____

Work Address _____

E-mail _____ Fax _____

Home Address _____ Phone _____

Church Affiliation (Optional) _____

COMMITTEE PREFERENCE

Name of Board or Committee You Prefer _____

EDUCATION

High School, College(s), Business or Trade School(s), Specialized Training

_____ From ____ To ____ Degree ____ Major ____

_____ From ____ To ____ Degree ____ Major ____

_____ From ____ To ____ Degree ____ Major ____

EMPLOYMENT

(Include military active duty)

Present Employer _____ Date Began _____

Present Title or Responsibility _____ Date Began _____

How many days per month does your work require you to be out of the county? _____

Does your job afford you the opportunity to attend committee meetings during an extended lunch period or during your regular work hours? _____

Previous Employment:

Employer _____ Title or Responsibility _____ How long? _____

Employer _____ Title or Responsibility _____ How long? _____

CIVIC ORGANIZATIONS & ACTIVITIES

Organization _____ How long? _____ Position Held _____

Organization _____ How long? _____ Position Held _____

Organization _____ How long? _____ Position Held _____

GENERAL

Are you a native of Montgomery County? Yes No

Are you currently involved in government (city, county, state, federal)? _____

If yes, how are you involved? _____

How would you describe your knowledge of community affairs?

Poor Fair Good Excellent

How would you describe your activity in community affairs?

Poor Fair Good Excellent

What do you hope to gain from service on a committee of Montgomery County Government?

***THANK YOU FOR YOUR INTEREST
IN SERVING THE CITIZENS OF MONTGOMERY COUNTY***

COUNTY MAYOR NOMINATIONS

February 10, 2020

JUDICIAL COMMISSIONERS

Robert L. Peterson (part time) is eligible for reappointment to serve a one-year term to expire February 2021.

MONTGOMERY COUNTY TRUSTEE

AGREED-UPON PROCEDURES

JANUARY – JUNE 2019



INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

Montgomery County Trustee
Clarksville, Tennessee

We have performed the procedures enumerated below, which were agreed to by Montgomery County Trustee (the Trustee), on the records of selected hotels and motels in the Trustee's service area pertaining to the Occupancy Tax Report Form for the six months ended June 30, 2019. The Trustee's management is responsible for the records of hotels and motels in the Trustee's service area pertaining to the Occupancy Tax Report Form. The sufficiency of these procedures is solely the responsibility of the Trustee. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

- 1) We selected, on a surprise basis, twelve hotels and/or motels and performed the following procedures. We also performed these procedures on the four hotels/motels that were carried forward from the prior quarter's testing.
 - a. We recalculated the amounts on the Occupancy Tax Report Form. We also reviewed the 30-day occupancy report to ensure the tenants' consecutive night stays were greater than 30 days for exemptions claimed and recalculated the exemption amount based on the reported information. See the schedule of testing results for exceptions. Differences greater than one dollar were considered exceptions.
 - b. We compared the sales amount per the Occupancy Tax Report Form to the amount reported on the Sales Tax Report filed for the same month. See the schedule of testing results for exceptions. Differences greater than one dollar were considered exceptions.
 - c. We compared the sales amount per the Occupancy Tax Report Form to the hotel or motel's internal accounting report for the same month. See the schedule of testing results for exceptions. Differences greater than one dollar were considered exceptions.
 - d. We obtained the month-end close out report from the hotel or motel, calculated the average rental rate per month, and compared the average to the current price per night obtained from the hotel and/or motel's website or verbally. Variances greater than 25 percent were considered exceptions. No exceptions were noted.
 - e. We verified with an employee at the Trustee's office that the most recent month-end report for Occupancy Tax Report Form had been filed without exception.

Four hotels/motels selected for testing did not provide complete information on the forms prescribed by the Trustee. These hotels/motels will be tested during the next quarter assuming the requested information is provided.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Occupancy Tax Report Forms. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Trustee and Montgomery County Commissioners and is not intended to be and should not be used by anyone other than those specified parties.

Stone Rudolph & Henry, PLC

Clarksville, Tennessee
January 29, 2020

MONTGOMERY COUNTY TRUSTEE
HOTEL/MOTEL TAX AGREED-UPON PROCEDURES
SCHEDULE OF TESTING RESULTS
JANUARY - JUNE 2019

	Hotel/Motel	January				February				March			
		Procedure			Amount Overpaid (Underpaid)	Procedure			Amount Overpaid (Underpaid)	Procedure			Amount Overpaid (Underpaid)
		1	2	3		1	2	3		1	2	3	
1.	CY	C	A	X	\$ (540.95)	C	A	X	\$ (270.48)	C	A	X	\$ (53.62)
2.	SIS	C	X	X	\$ (9.57)	B	X	X	\$ 253.22	X	X	A	\$ 10.71
3.	VP	C	X	X	\$ (2,367.00)	C	X	X	\$ (1,438.22)	C	X	X	\$ (4,155.24)
4.	WC	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -
5.	BI76	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -
6.	BIHD	C	X	X	\$ 32.87	C	X	X	\$ (4.31)	C	X	X	\$ 8.91
7.	CRVP	C	X	X	\$ (65.37)	C	X	X	\$ (25.00)	C	X	X	\$ (79.74)
8.	HIS	X	X	D	\$ (157.19)	X	X	X	\$ -	X	X	D	\$ (6.27)
9.	MIS	X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -
10.	QI4	C	X	X	\$ (11,239.31)	C	X	X	\$ (137.45)	C	X	X	\$ (167.63)
11.	RI2	C	X	A	\$ (1,087.87)	C	X	A	\$ (1,874.90)	C	X	A	\$ (696.50)
12.	S8MHU	C	X	X	\$ (13.81)	X	X	X	\$ -	X	X	X	\$ -
13.	HTS	**	**	**	**	**	**	**	**	**	**	**	**
14.	MM	**	**	**	**	**	**	**	**	**	**	**	**
15.	TPS	**	**	**	**	**	**	**	**	**	**	**	**
16.	WIS	**	**	**	**	**	**	**	**	**	**	**	**

Procedures:

1. Recalculated amounts reported on the monthly Occupancy Tax Report Form (OTRF).
2. Compared the sales amount reported on the OTRF to the sales amount reported on the Sales Tax Report.
3. Compared the sales amount reported on the OTRF to the sales amount reported on the hotel/motel's internal accounting report.

Tickmark Legend:

X Tested without exception.

A Revenue amounts did not agree.

B Discount was added to the amount due instead of subtracted from the amount due.

C Exempt sales for 30-day occupants was incorrectly calculated.

D Nontaxable sales did not agree to the hotel/motel's internal accounting report.

E Hotel experienced a fire in October 2018 and did not rebuild. There was no activity during the quarter tested.

** Hotel/motel did not provide information on the prescribed forms. The agreed-upon procedures will be applied to these hotels/motels next quarter assuming the requested information is provided.

MONTGOMERY COUNTY TRUSTEE
HOTEL/MOTEL TAX AGREED-UPON PROCEDURES
SCHEDULE OF TESTING RESULTS (CONT'D)
JANUARY - JUNE 2019

	Hotel/Motel		April				May				June				Most Recent OTRF Filed
			Procedure			Amount Overpaid (Underpaid)	Procedure			Amount Overpaid (Underpaid)	Procedure			Amount Overpaid (Underpaid)	
			1	2	3		1	2	3		1	2	3		
1.	CY	^	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X
2.	SIS	^	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X
3.	VP	^	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X
4.	WC		X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	X
5.	BI76		X	X	X	\$ -	X	X	X	\$ -	X	X	X	\$ -	X
6.	BIHD		C	X	X	\$ (88.79)	C	X	X	\$ (0.62)	C	X	X	\$ 13.01	X
7.	CRVP		C	X	X	\$ (76.21)	C	X	X	\$ (114.06)	C	X	X	\$ (35.48)	X
8.	HIS		X	X	D	\$ (35.75)	X	X	X	\$ -	X	X	D	\$ (35.61)	X
9.	MIS		C	X	X	\$ 9.73	X	X	X	\$ -	X	X	X	\$ -	X
10.	QI4		C	X	X	\$ (26.58)	C	X	X	\$ (21.42)	C	X	X	\$ 18.13	X
11.	RI2		C	X	A	\$ 646.27	C	X	A	\$ (328.90)	C	X	A	\$ (302.22)	X
12.	S8MHU		X	X	X	\$ -	C	X	X	\$ (82.32)	C	X	X	\$ (60.36)	X
13.	HTS	^	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	**
14.	MM		**	**	**	**	**	**	**	**	**	**	**	**	**
15.	TPS		**	**	**	**	**	**	**	**	**	**	**	**	**
16.	WIS		**	**	**	**	**	**	**	**	**	**	**	**	**

Procedures:

1. Recalculated amounts reported on the monthly Occupancy Tax Report Form (OTRF).
2. Compared the sales amount reported on the OTRF to the sales amount reported on the Sales Tax Report.
3. Compared the sales amount reported on the OTRF to the sales amount reported on the hotel/motel's internal accounting report.

Tickmark Legend:

X Tested without exception.

A Revenue amounts did not agree.

B Discount was added to the amount due instead of subtracted from the amount due.

C Exempt sales for 30-day occupants was incorrectly calculated.

D Nontaxable sales did not agree to the hotel/motel's internal accounting report.

** Hotel/motel did not provide information on the prescribed forms. The agreed-upon procedures will be applied to these hotels/motels next quarter assuming the requested information is provided.

^ Hotel/motel was originally selected to be tested in the previous quarter for January - March. Therefore, April - June do not apply.



Clarksville Regional Airport

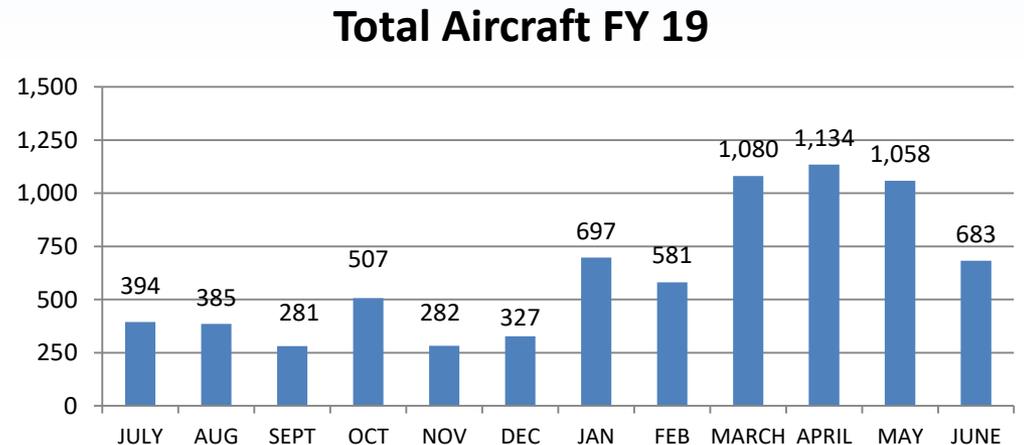
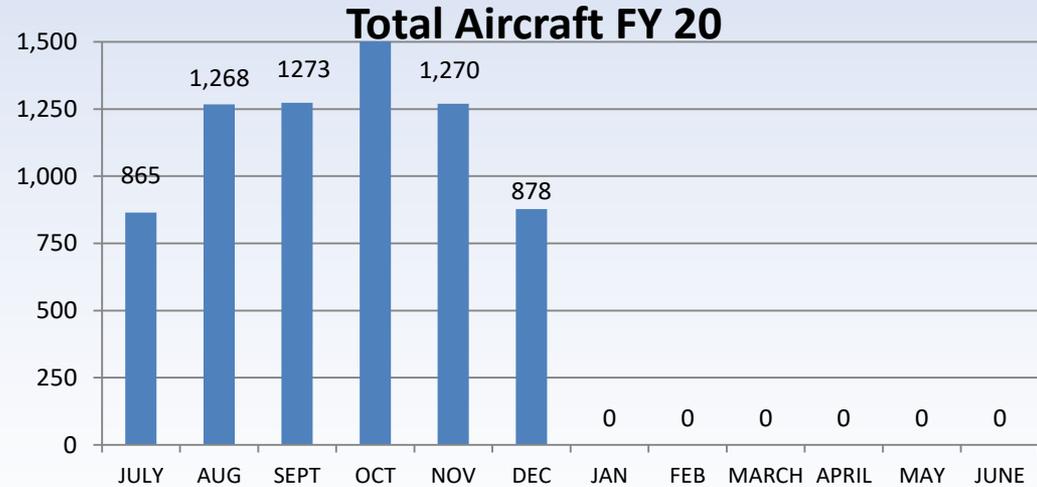
Montgomery County, Tennessee

Connecting People

Airport Authority Quarterly Report 2nd Quarter FY2020

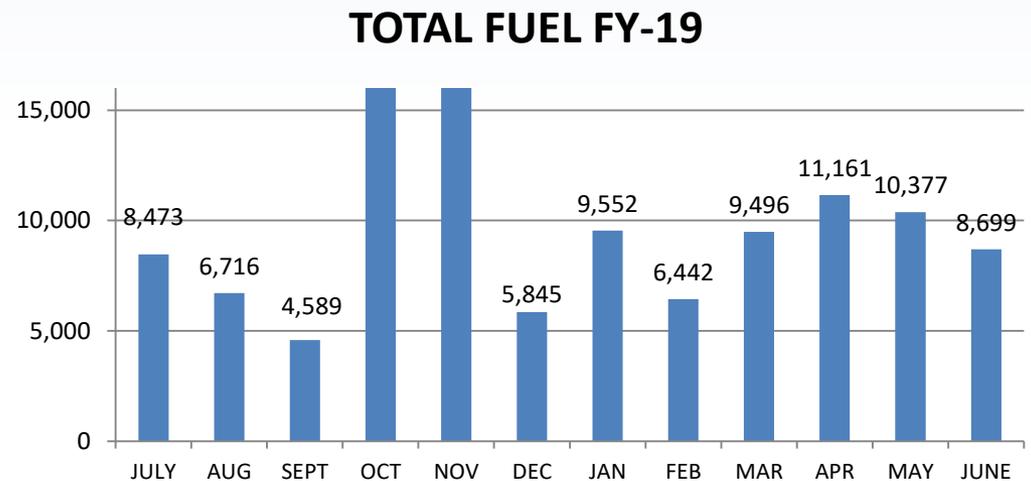
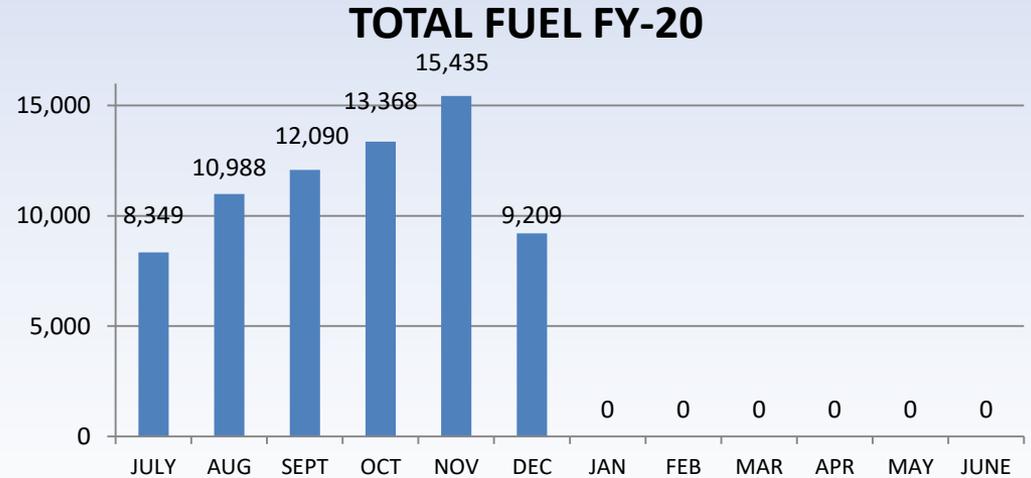
Quarter: 7% 
YTD: 225% 

	Turbine	Military	Piston	TOTAL
JULY	109	100	656	865
AUG	137	388	743	1,268
SEPT	104	163	1,006	1273
OCT	88	29	1,393	1,510
NOV	112	114	1,044	1,270
DEC	83	44	751	878
JAN				0
FEB				0
MARCH				0
APRIL				0
MAY				0
JUNE				0
Total	633	838	5,593	7,064



Quarter: 21 % 
YTD: -9 % 

MONTH	JET A	AVGAS	TOTAL
JULY	4,712	3,637	8,349
AUG	7,206	3,782	10,988
SEPT	5,367	6,723	12,090
OCT	8,498	4,870	13,368
NOV	11,451	3,984	15,435
DEC	6,519	2,690	9,209
JAN			0
FEB			0
MAR			0
APR			0
MAY			0
JUNE			0
Total	43,753	25,686	69,439



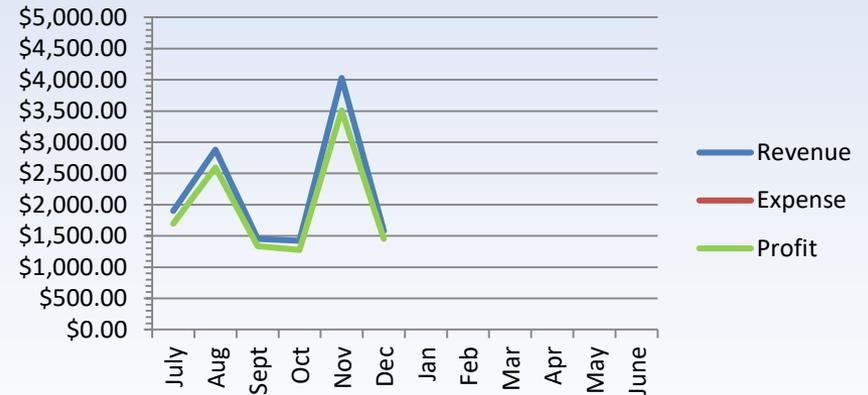
Facility Revenue Report

Quarter: 11 % 

YTD: 9 % 

Month	Revenue	Expense	Profit
July	\$1,900.00	-\$202.12	\$1,697.88
August	\$2,880.00	-\$283.24	\$2,596.76
Sept	\$1,450.00	-\$113.30	\$1,336.70
Oct	\$1,420.00	-\$145.00	\$1,275.00
Nov	\$4,030.00	-\$520.66	\$3,509.34
Dec	\$1,580.00	-\$127.00	\$1,453.00
January			
Feb			
March			
April			
May			
June			
Totals	\$13,260.00	-\$1,391.32	\$11,868.68

Profit By Month FY 2019

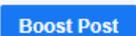
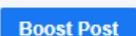
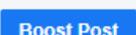
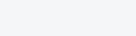
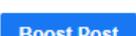
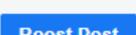
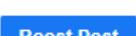
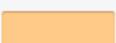
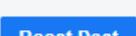


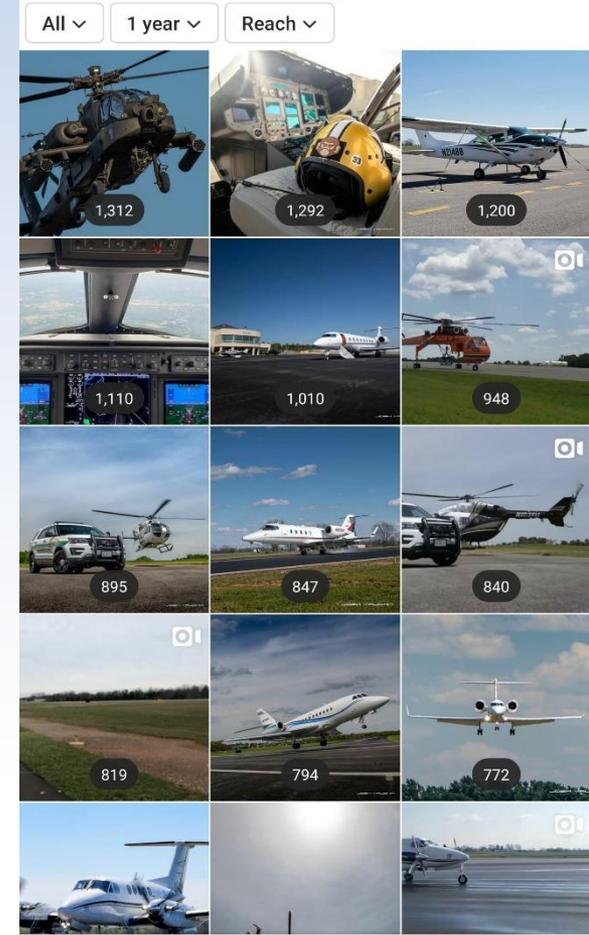
Profit By Fiscal Year





Business Afterhours

01/21/2020 2:05 PM		Want to learn how to fly? We can help! Come visit us Mon-Fri and we'll			362		45 16	
01/18/2020 4:32 PM		Huge thanks to Two14 Media for coming out to business after hours			822		119 41	
01/17/2020 10:53 AM		Last night's Business After hours was a huge success! Thanks to everyone			403		83 23	
01/16/2020 9:30 AM		Business after hours tonight. Jets, Helicopters, German food, Sports			639		53 32	
01/14/2020 10:12 AM		This mornings Mayor's Power Breakfast was one for the record			292		57 18	
01/13/2020 3:17 PM		Don't miss out on the best BAH of 2020! #chamber			160		0 4	
01/10/2020 10:25 AM		Happy Flightline Friday!! We love seeing gunships in Outlaw Territory;			719		63 58	
01/09/2020 2:30 PM		We look forward to the day we see "Gov 10" taking off from KCKV.			216		3 7	
01/09/2020 9:59 AM		You won't want to miss this one, we're starting 2020 off right!!			227		12 1	
01/08/2020 3:00 PM		Be sure to be here next Thursday, January 16th at 5pm. We're hosting			255		18 18	
01/07/2020 10:02 AM		Gorgeous day in Outlaw territory. . . .			273		26 19	
01/02/2020 10:12 AM		Time to change our name to the Clarksville International Airport?			349		27 25	
12/31/2019 9:44 AM		2019 has been an incredible year for the Clarksville Airport. We've been on			1.2K		339 81	
12/27/2019 3:35 PM		It's the last Flightline Friday of 2019! We can't wait to see what the 2020's			294		9 22	



- Runway Project Update (Ongoing)
 - Final Payment to contractor made.
 - Amendment \$111,302 expected in February 2020
- Transit Hangar (Ongoing)
 - Construction Underway
 - Estimated completion early 3-2020
 - Primary delay weather.
- RSA 5/23 Clearing (NEW)
 - Grant application to fund survey approved November 2019.
 - \$16,850.0 (\$842.50 Local)
 - Additional Grant funding available for clearing.



Left: Framing and cross members assembled.

Bottom Left: Hangar view from flight line.

Below: Sheet metal “skin” onsite and ready to be applied.



New Business

– Insurance Claim Storm Damage 10-26-2019

1. Windsock: Repaired **PAID by Insurance**
2. Vault (Electrical building): Damage to shingles. Damage considered light and no temporary repairs required. **PAID by insurance NOT REPAIRED**
3. Terminal: **PAID by insurance. Supplemental claim available. NOT REPAIRED**
 - a. Metal roof and solar panels attached. South side blown off of building. Temporary tarps attached to minimize damage.
 - b. Membrane roof damaged by debris in multiple locations. Temporary repairs to try and prevent leaking.
 - c. Flashing blown from south and west side of 1st and 2nd level.
 - d. Ceiling tiles fallen due to multiple leaks inside terminal building.
4. South hangar 6: Doors pushed in by wind. **Repaired by Airport.**
5. Main Parking lot: 1 light and pole down. **PAID by insurance NOT REPAIRED**

New Business

– Insurance Claim Storm Damage Continued

6. Hangar No. 5 (APSU Hangar): **EMERGENCY REPAIR PAID by insurance.**
 - a. Main power line torn from building. Repairs underway.
 - b. Main natural gas line torn from building. Repairs underway.
7. Hangar No. 7: Bi-fold door pulled from track. **Repaired by airport.**
8. Middle T Hangars: Total loss. **PAID by insurance.** *** Payment will not cover replacement cost of hangar.
9. Fencing: **EMERGENCY REPAIR Paid by insurance.**
 - a. 300' at hangar 5 damaged by falling utility pole. Repaired.
 - b. 100' on southwest side of airfield damaged by falling tree.

- Property Purchase (RSA Protection)
 - Request returned unapproved for grant participation.



May 2020



Capital Projects – February 2020 – Construction Update Report

Lafayette Road Widening

Architect/Designer: Gresham, Smith & Partners
General Contractor: TBD
Project Status: Right of Way Acquisition
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$2,575,000
Current Contract Amount: TBD
Percentage Complete: 90%

Comments:

- All land offers have been made. 5 properties have closed. 2 properties are still to be closed
- Final Construction Plans will be completed after ROW has been acquired, followed by a bid. Looking toward a possible bid for construction around the Summer of 2020.



Capital Projects – February 2020 – Construction Update Report

Fredonia Community Center

Architect/Designer: Lyle Cook Martin
General Contractor: B. R. Miller & Co.
Project Status: Construction
Contract Date: 2/11/2019
Contract Completion Date: 2/20/2020
Budget: \$142,400 (Phase I Design), \$2,500,000 (Renovation)
Current Contract Amount: \$268,295 (Design), \$2,271,910 (Construction), \$12,734 (Data)
Percentage Complete: 92% Construction
Comments:

- All exterior improvements are complete except landscaping and parking lot lights.
- Interior finishing work is wrapping up with trim, floor finishing, and paint.
- Exhibit designs/production are complete and are ready to begin installation toward the end of February.
- Project is on schedule to be fully completed and opened to the public near the beginning of April.



Capital Projects – February 2020 – Construction Update Report

Rotary Park Nature Center

Architect/Designer: Lyle Cook Martin
General Contractor: B. R. Miller & Co.
Project Status: Construction
Contract Date: 07/11/2019
Contract Completion Date: 07/22/2020
Budget: \$220,000 (Design), \$3,050,000 (includes \$500,000 Grant for Construction)
Current Contract Amount: \$193,157 (Design), \$2,271,678 (Construction), \$42,047 (Data)
Percentage Complete: 25%

Comments:

- Basement foundation is complete and wood framing is nearing completion on the main floor level.
- Roof decking and metal roof will be installed next followed by getting the rest of the doors and windows installed to dry in the building.

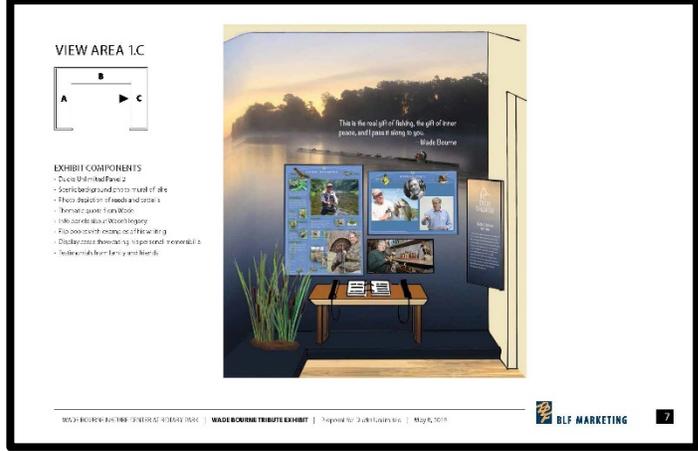
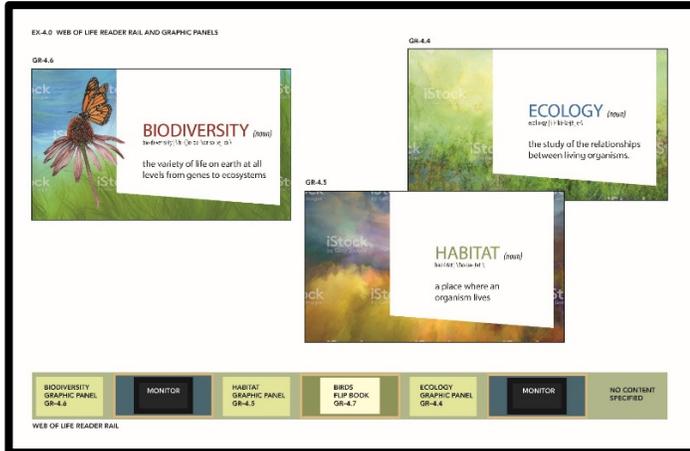


Capital Projects – February 2020 – Construction Update Report

Rotary Park Nature Center Exhibits

Architect/Designer: BLF Marketing
General Contractor: Building Four Fabrication
Project Status: Production
Contract Date: 12/12/2019
Contract Completion Date: 08/30/2020 + 30 calendar days for installation
Budget: \$450,000
Current Contract Amount: \$185,400 (Design) \$179,973 (Production & Installation)
Percentage Complete: %
Comments:

- Bids were opened November 13, 2019.
- Shop Drawings and Fabrication of Exhibits have been completed, and full production should be completed by August of 2020.
- Installation of Exhibits will not begin until all building construction is complete and the County has taken over the facility.

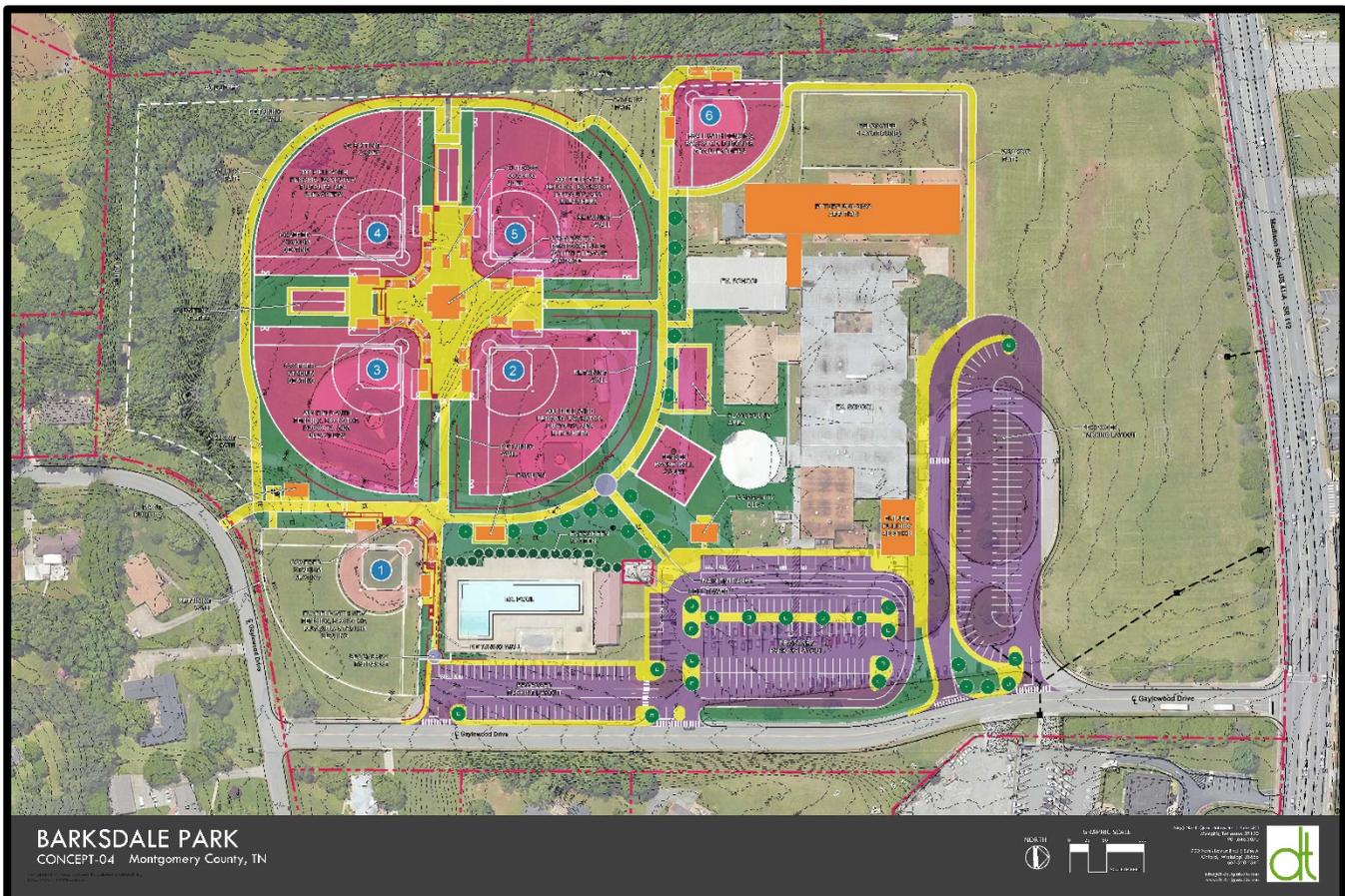


Barksdale Park & MeriCourt Park

Architect/Designer: Violette Architecture
General Contractor: TBD
Project Status: Conceptual Design
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$275,000 (Design), Construction budget to be requested in 2020 or 2021.
Current Contract Amount: \$ 35,790 (Conceptual Design) \$18,900 (Survey)
Percentage Complete: 100% with Conceptual Design

Comments:

- Full Conceptual Plan has been completed for the most desirable layout option. Site topography will required the use of multiple retaining walls along with cut/fill grading to construct the project.
- The school system has reviewed and approved of the depicted parking lot reconfiguration. This will improve the parking count, parent pickup, and bus routing.
- This concept provides Barksdale with 1 additional field than what they currently have and it incorporates an expansion of the school building that is being coordinated but not a part of this project.
- MeriCourt is currently a small project to upgrade the existing park and will be bid with Barksdale.



BARKSDALE PARK
CONCEPT-04 Montgomery County, TN

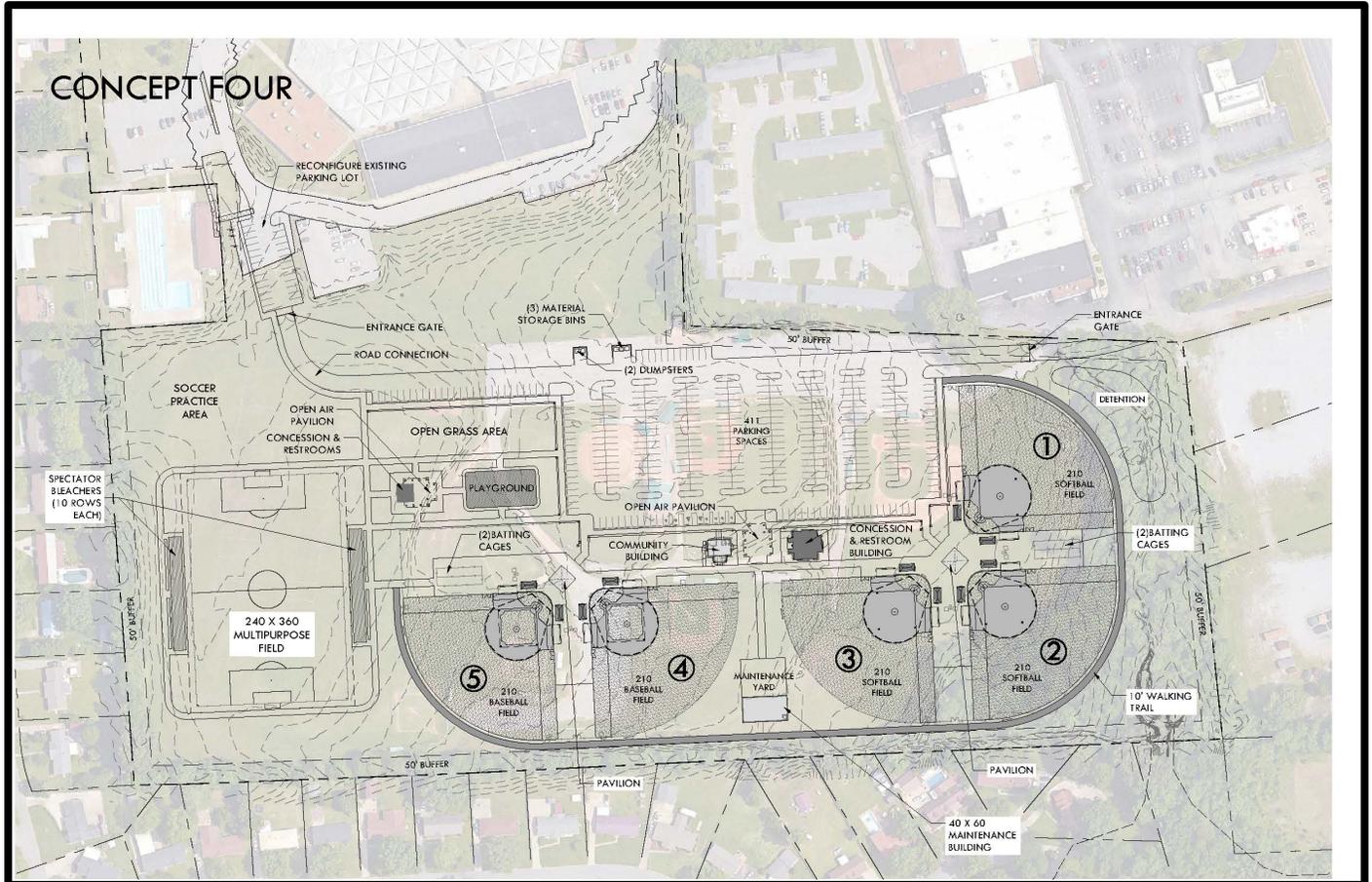
Capital Projects – February 2020 – Construction Update Report

Stokes Field

Architect/Designer: Moore Design Services
General Contractor: TBD
Project Status: Design Development Phase
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 600,000 (Design), Construction budget to be requested in 2020.
Current Contract Amount: \$ 508,400 (Design), \$30,345 (Survey)
Percentage Complete: 30% Design

Comments:

- Schematic design below has been approved and design team is moving forward with Design Development plans.
- Two public meetings have been completed and the school system has allowed the use of the western portion of the property for the inclusion of a single multipurpose field. Small improvements will be completed on the existing school parking and connection roadway for connectivity.
- The current design goal is to be ready for a bid shortly after the July 2020 budget approval and immediately begin construction and grading work.

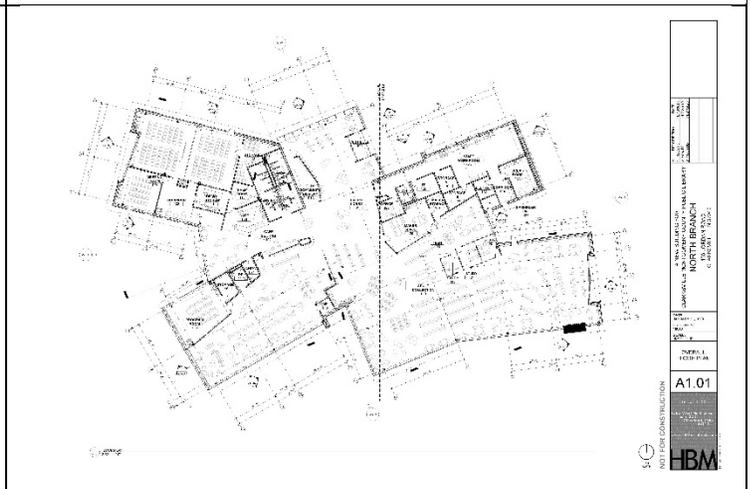
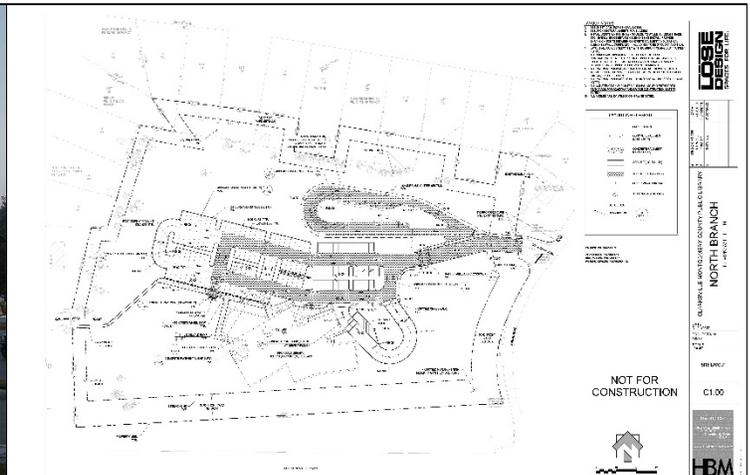


Capital Projects – February 2020 – Construction Update Report

Library Branch

Architect/Designer: HBM Architects
General Contractor: Codell Construction
Project Status: Design
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$ 943,744 (Design + Pre-construction services)
Current Contract Amount: \$ 55,000 (Preconstruction Phase Services) \$857,813 (Design)
Percentage Complete: 55% Design
Comments:

- Design plans are half way completed. “Future Location” sign has been placed on site.
- A bus transfer station has been accommodated on the northern portion of the property for 4 busses operated by the Clarksville Transit System.
- Interior design and programming are continuing. Designers and Construction Manager are working to reduce the current cost estimate, but the current construction estimate exceeds previous estimates.



Capital Projects – February 2020 – Construction Update Report

Public Safety Training Complex

Architect/Designer: Moore Design Services & J. Clark Architects
General Contractor: Pride Concrete, LLC
Project Status: Construction
Contract Date: 8/29/2019
Contract Completion Date: 9/22/2020
Budget: \$300,000 (Design) \$5,860,000
Current Contract Amount: \$395,300 (Design) \$5,372,240 (Construction), \$124,000 (Data/Other)
Percentage Complete: 35%

Comments:

- Roadway grading, base stone, ditch lines, and utilities have all been installed from the main road down to the gun range location. Building foundation footer has been poured.
- Bedrock blasting has been completed but due to the soil rock mixture the blasting operation produced large bolder that have to be further reduced in size by mechanical operation as it is being excavated. Other areas of the site still contain bedrock that are to be removed by a hoe ram rather than blasting.
- Rain and muddy conditions have affected the status of the grading operations, but progress continues.



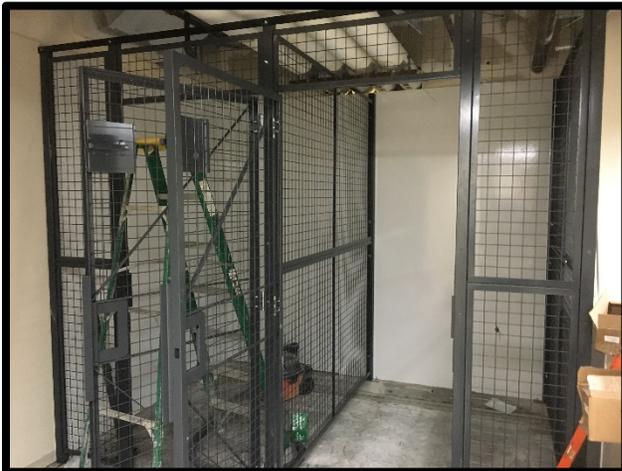
Capital Projects – February 2020 – Construction Update Report

Public Safety Complex Criminal Warrants Renovation

Architect/Designer: Rufus Johnson & Associates (MCG Engineering for Schematic Phase)
General Contractor: Jeff Shepherd Construction
Project Status: Construction
Contract Date: 10/7/2019
Contract Completion Date: 2/4/2020
Budget: \$415,000
Current Contract Amount: \$29,500 (Design) \$154,626 (Construction)
Percentage Complete: 95% Construction

Comments:

- All work is very close to being completed
- Next report will present a completed project.



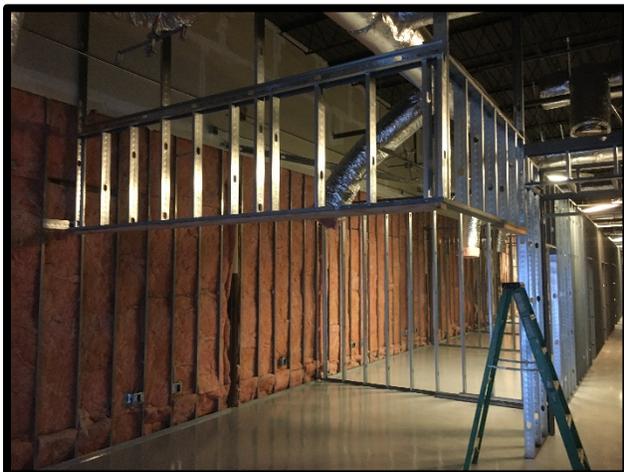
Capital Projects – February 2020 – Construction Update Report

Veterans Services Renovation at Veterans Plaza

Architect/Designer: Montgomery County Engineering
General Contractor: B.R. Miller & Company
Project Status: Construction
Contract Date: 11/1/2019
Contract Completion Date: 7/8/2020
Budget: \$25,000 (Mech. & Elec. Design) \$450,000 (Construction)
Current Contract Amount: \$20,570 (Design) \$424,413 (Construction), \$26,783 (Data)
Percentage Complete: 20%

Comments:

- All demolition of the existing space has been completed.
- Floor sealer has been applied to the existing concrete surface to prevent moisture issues in the future.
- Metal wall framing, and rough in mechanical/plumbing/electrical systems are ongoing.



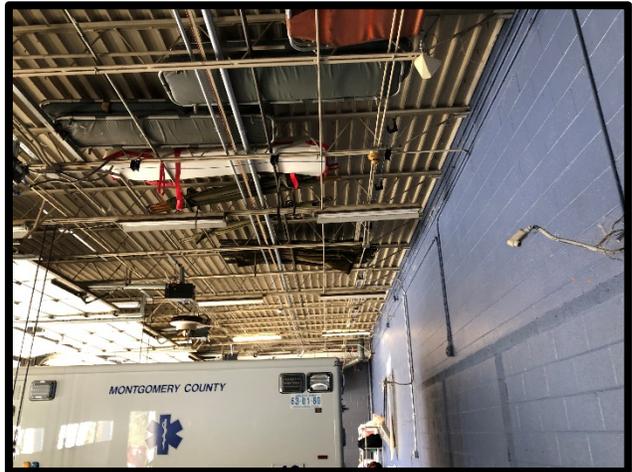
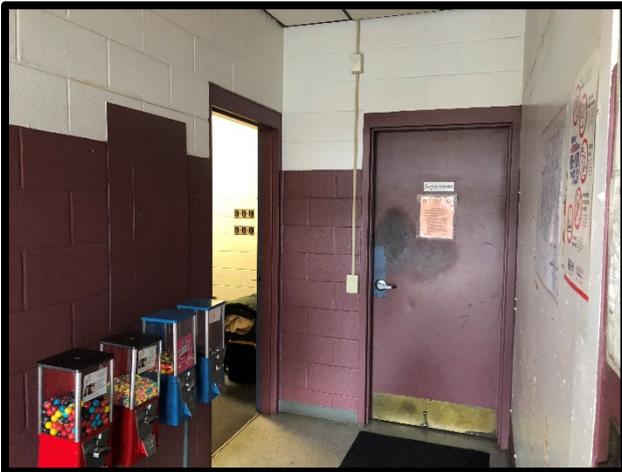
Capital Projects – February 2020 – Construction Update Report

EMS Station 20

Architect/Designer: J. Clark Architecture & Design, LLC
General Contractor: TBD
Project Status: Schematic Design
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$60,000 (Design)
Current Contract Amount: \$52,420 (Design)
Percentage Complete: 5%

Comments:

- EMS Station 20 is located on Haynes Street that is along the Madison Street Corridor.
- Construction work will be completed concurrently while crews are still working out of the vehicle bay, but the station's office and living area function will temporarily being relocated to the old Administration Building which is still vacant.
- Design will address interior renovation and improvements as well as exterior roof and parking lot.
- Schematic design plans are ongoing and preliminary cost estimates are to be provided in February.



Capital Projects – February 2020 – Construction Update Report

Facilities Warehouse Roof

Architect/Designer: Montgomery County Engineering

General Contractor: TBD

Project Status: Design

Contract Date: TBD

Contract Completion Date: TBD

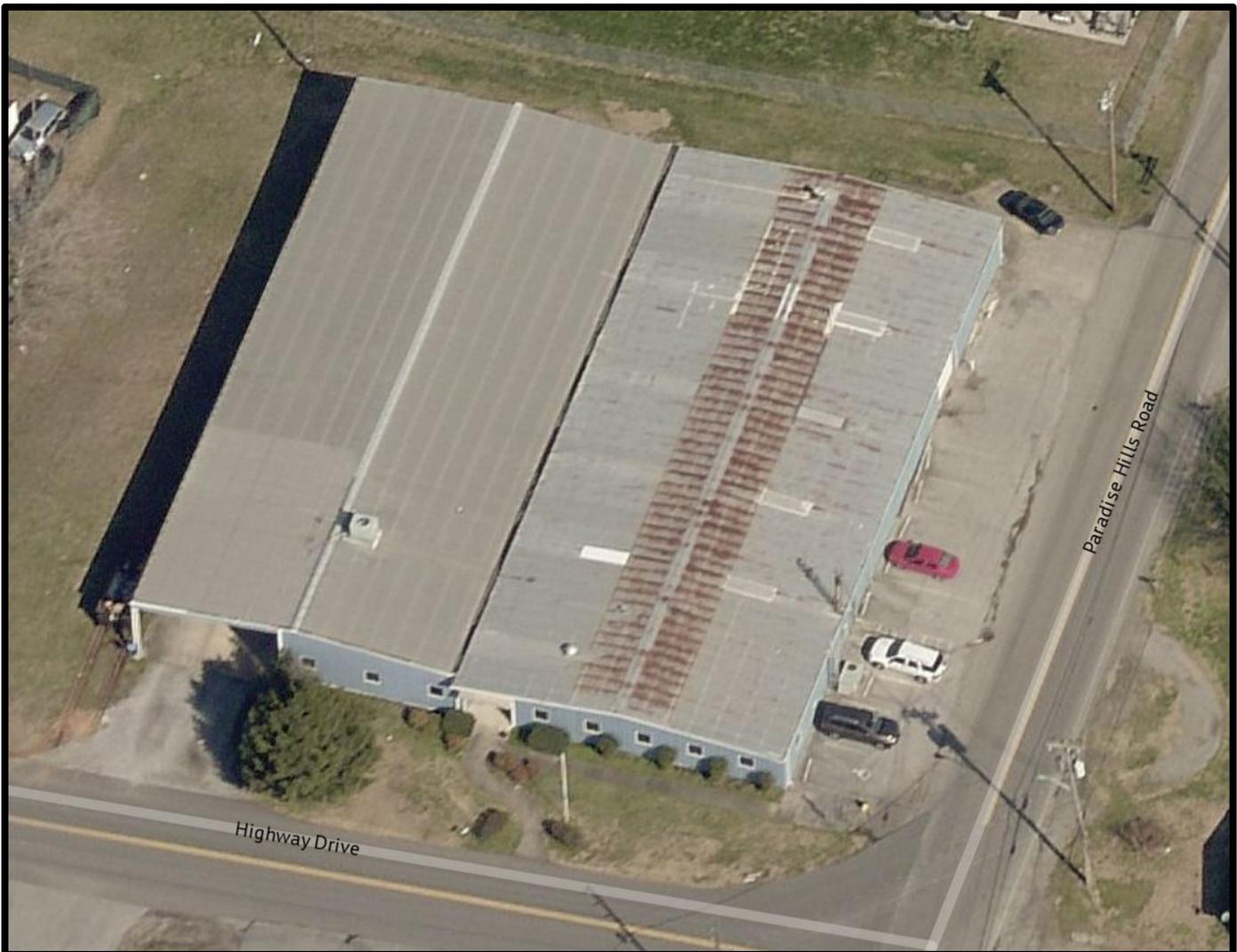
Budget: \$200,000

Current Contract Amount: \$ (TBD)

Percentage Complete: 25%

Comments:

- Membrane overlay design is in the works.
- Structural Engineer report acknowledges that additional load can be added to the existing roof.
- Anticipating a Spring bid advertisement.



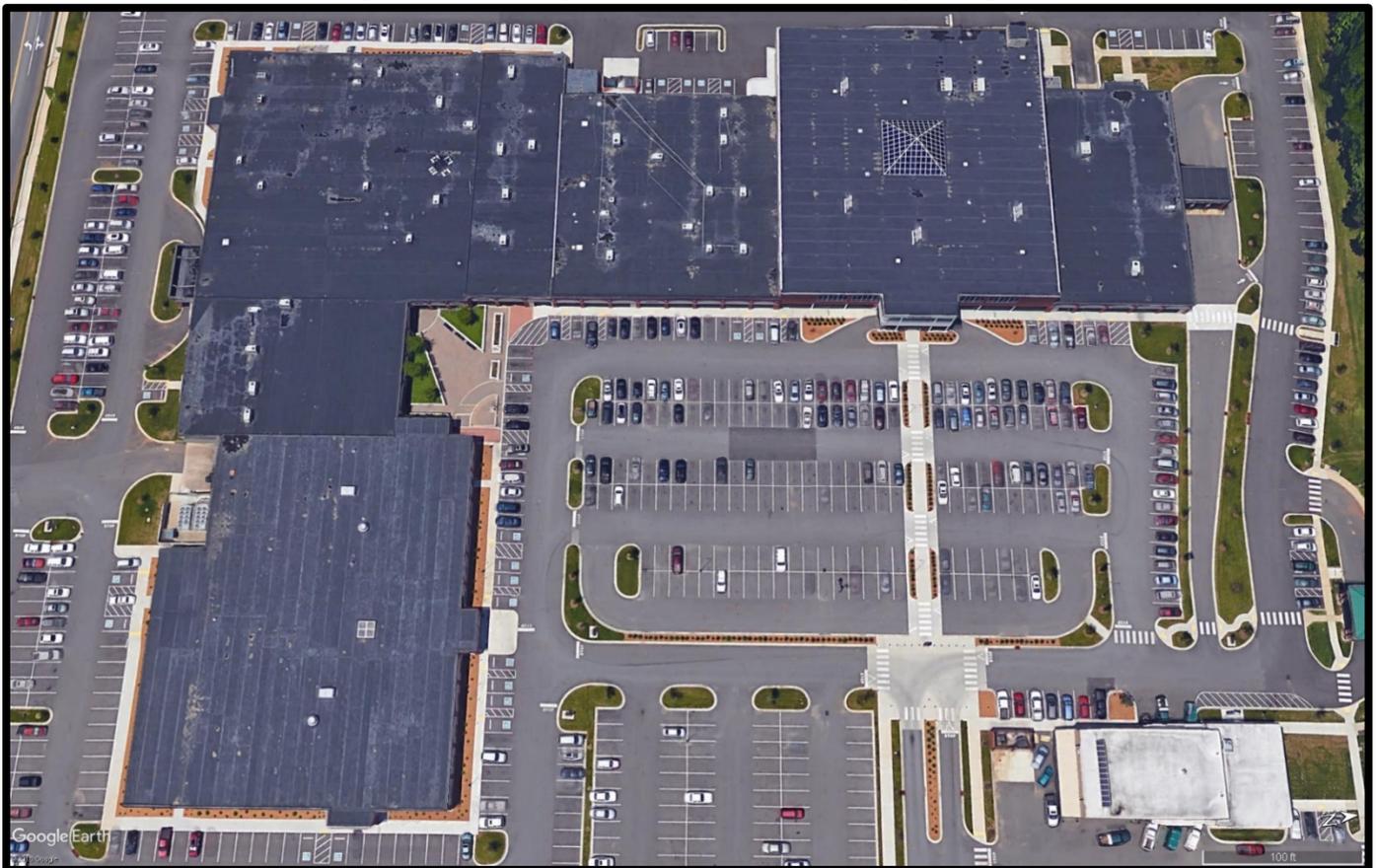
Capital Projects – February 2020 – Construction Update Report

Veterans Plaza Reroof

Architect/Designer: Tremco
General Contractor: Tremco
Project Status: Sub-Contractor Bidding
Contract Date: TBD
Contract Completion Date: TBD
Budget: \$700,000 (total budget needed has increased to approx. \$2.0 - \$2.3 Million due to market condition changes, product changes, and delayed approval to proceed with restoration work)
Current Contract Amount: \$ (TBD)
Percentage Complete: 80% Bidding

Comments:

- Project has been developed through the State Contract and Montgomery County Engineering has worked with Tremco to establish a roof coating system that will rejuvenate the existing roof membrane for an additional 15 year warranty. New coating will be a light grey color to aid in energy efficiency.
- Bidding will be completed prior to the end of February, and remaining funds for Phase 2 will be requested such that Phase 1 can be completed immediately prior to Phase 2 funds being provided and the contractor can move right into finishing the rest of the roof coating with phase 2.





Capital Projects – February 2020 – Construction Update Report

Upcoming/Ongoing Projects

ADA Transition Plan

Architect/Designer: Montgomery County Engineering
Project Status: The self-evaluation of existing facilities has been completed. The Transition plan has been completed and published online. Construction remediation work schedule is being coordinated with the Facilities Maintenance Dept.

Animal Control

Architect/Designer: J. Clark Architects
Project Status: New land purchase has been completed. Design funds will be requested within the next budget cycle.

Historic Courthouse Roof & Windows

Architect/Designer: Montgomery County Engineering & Undetermined Exterior Investigation Team
Project Status: Coordination has been done with an exterior investigation team and a proposal has been received that did not fulfil the requirements of the County's request. Either a revised proposal will be received or MCG Engineering will begin looking for another firm to complete this task. This team will need to complete destructive investigation on select areas of the exterior of the building to determine how water leaks are penetrating into the inside of the building. Roof slate is prematurely delaminating and may still be under a partial roof warranty, but this is still being investigated with the original material supplier. The Jail Exterior leak issues will be evaluated at this same time.

Montgomery County Rail Service Authority

Architect/Designer: Montgomery County Engineering & CSR Engineering
Project Status: A new rail grant application has been completed and will be submitted to TDOT for future approval and work.

EMS Station 22

Architect/Designer: Montgomery County Engineering
Project Status: MCG Engineering is currently working on design plans for exterior improvements of building façade and asphalt parking lot. ADA restroom improvements are also being added to the interior.



Capital Projects – February 2020 – Construction Update Report

EMS Station 28

Architect/Designer: (TBD)
Project Status: Future interior and exterior building renovations are being discussed and evaluated internally for discussions during the next budget cycle.

Veterans Plaza Adult Probation/PDI Renovation

Architect/Designer: Montgomery County Engineering
Project Status: New project requested by Adult Probation mid-year to renovate one small area of the Training Room at Vets Plaza, and PDI will be renovating the Oasis Café area adjacent to this for reopening. User agreements is being coordinated with PDI, and proposed design plans are being coordinated with Adult Probation.

Veterans Plaza Data Room Generator & HVAC

Architect/Designer: Smith Seckman Reid, Inc.
Project Status: SSR is designing a dedicated Generator and HVAC system specifically for the Property Unit Data room.

Veterans Plaza Rekeying

Architect/Designer: Montgomery County Engineering
General Contractor: Schiller Hardware
Current Contract Amount: \$33,170 (Phase I)
Project Status: Bid has been awarded for the County Clerk and Library (Phase I). Replacement of door hardware and locks will begin this month. Additional phase will be bid early next year for other offices and then the remaining funding will be requested this budget year for the final phase that will complete the offices within the plaza.

Weakley Park

Architect/Designer: Interior Design – Montgomery County Engineering
Project Status: MCG Engineering has completed a Schematic Design and will develop a cost estimate to present for construction budget discussions this year.

MONTGOMERY COUNTY DRIVER SAFETY PROGRAM

QUARTERLY REPORT: REVENUE AND ATTENDEES

OCTOBER - DECEMBER 2019

***Adult Driver Improvement Program**

<u>Rev Rec:</u> October 2019.....\$ 2,308.50	<u>Attendees:</u> October 2019.....36
November 2019....\$1,090.12	November 2019..32
December 2019....\$1,090.12	December 2019...16
Total.....\$4,488.74	Total.....84

***ADIP Book Fees**

<u>Rev Rec:</u> October 2019.....\$	119.70
November 2019.....\$	56.52
December 2019.....\$	56.52
Total.....\$	232.74

***JUVENILE COURT DDC ALIVE AT 25**

<u>Rev Rec:</u> October 2019.....\$.00	<u>Attendees:</u> October 2019.....0
November 2019....\$	57.00	November 2019....0
December 2019....\$	57.00	December 2019....1
Total.....\$	114.00	Total.....1

***JUVENILE COURT DDC 4**

<u>Rev Rec:</u> October 2019.....\$1,083.00	<u>Attendees:</u> October 2019.....10
November 2019...\$ 1,228.35	November 2019...28
December 2019...\$ 658.35	December 2019...16
Total..... \$ 2,969.70	Total.....54

***Seatbelt**

<u>Rev Rec:</u> October 2019.....\$ 0.00	<u>Attendees:</u> October 2019.....0
November 2019...\$ 9.50	November 2019.....0
December 2019...\$ 0.00	December 2019.....1
Total.....\$ 9.50	Total.....1

***Anti Theft**

<u>Rev Rec:</u> October 2019.....\$ 28.50	<u>Attendees:</u> October 2019.....3
November 2019..\$ 28.50	November 2019....0
December 2019...\$ 0.00	December 2019....2
Total.....\$ 57.00	Total.....5



**MONTGOMERY
COUNTY**
TENNESSEE

Montgomery County Government
Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Jim Durrett, County Mayor

FROM: Rod Streeter, Building Commissioner *RS*

DATE: February 3, 2020

SUBJ: January 2020 PERMIT REVENUE REPORT

The number of permits issued in January 2020 is as follows: Building Permits 138, Grading Permits 1, Mechanical Permits 93, and Plumbing Permits 15 for a total of 247 permits.

The total cost of construction was \$22,675,726.00. The revenue is as follows: Building Permits \$96,858.30, Grading Permits \$1,350.00, Plumbing Permits \$1,500.00, Mechanical Permits: \$9,300.00 Plans Review \$12,487.00, BZA \$250.00, Re-Inspections \$1,250.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in January 2020 was \$122,995.30.

FISCAL YEAR 2019/2020 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	484
COST OF CONSTRUCTION:	\$130,968,267.00
NUMBER OF BUILDING PERMITS:	823
NUMBER OF PLUMBING PERMITS:	130
NUMBER OF MECHANICAL PERMITS:	544
NUMBER OF GRADING PERMITS:	7
BUILDING PERMITS REVENUE:	\$532,811.70
PLUMBING PERMIT REVENUE:	\$13,000.00
MECHANICAL PERMIT REVENUE:	\$54,993.00
GRADING PERMIT REVENUE:	\$4,924.50
RENEWAL FEES:	\$500.00
PLANS REVIEW FEES:	\$43,406.70
BZA FEES:	\$3,000.00
RE-INSPECTION FEES:	\$8,950.00
PRE-INSPECTION FEES:	\$25.00
SAFETY INSPECTION FEES:	\$0.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$661,110.90

JANUARY 2020 GROUND WATER PROTECTION

The number of septic applications received for January 2020 was 10 with total revenue received for the county was \$0.00 (State received \$8,300.00).

The lease agreement beginning on July 1, 2019-June 30, 2020 was agreed upon between the County and State.

FISCAL YEAR 2019/2020 TOTALS TO DATE:

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	115
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: \$85,030.00)	\$0.00
TOTAL REVENUE:	\$661,110.90
RS/bf	

- cc: Jim Durrett, County Mayor
- Kyle Johnson, Chief of Staff
- Jeff Taylor, Accounts and Budgets
- Kellie Jackson, County Clerk



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931-553-5121

Memorandum

TO: Jim Durrett, County Mayor

FROM: Rod Streeter, Building Commissioner

RS

DATE: February 3, 2020

SUBJ: January 2020 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in January 2020 is as follows: City 92 and County 104 for a total of 196.

There were 165 receipts issued on single-family dwellings, 21 receipts issued on multi-family dwellings with a total of 78 units, 7 receipts issued on condominiums with a total of 7 units, 0 receipts issued on townhouses. There was 2 exemption receipt issued.

The total taxes received for January 2020 was \$129,500.00

The total refunds issued for January 2020 was \$0.00.

Total Adequate Facilities Tax Revenue for January 2020 was \$129,500.00

FISCAL YEAR 2019/2020 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City: 697
	County: 558
	Total: 1255

TOTAL REFUNDS:	\$0.00
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TOTAL TAXES RECEIVED:	\$877,000.00
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<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	25	25
SINGLE-FAMILY DWELLINGS:	583	480	1063
MULTI-FAMILY DWELLINGS (89 Receipts):	501	30	531
CONDOMINIUMS: (62 Receipts)	35	25	62
TOWNHOUSES:	0	0	0
EXEMPTIONS: (16 Receipts)	3	13	16
REFUNDS ISSUED: (0 Receipt)	(0)	(0)	(0)

RS/bf

cc: Jim Durrett, County Mayor
 Kyle Johnson, Chief of Staff
 Jeff Taylor, Accounts and Budgets
 Kellie Jackson, County Clerk