

CALL TO ORDER – Sheriff John Fuson

PLEDGE OF ALLEGIANCE

INVOCATION – Chaplain Joe Creek

ROLL CALL – Kellie Jackson, County Clerk

ELECTION OF CHAIRPERSON OF LEGISLATIVE BODY – Commissioner Keene, Chairperson of Nominating Committee (**Chairperson Pro Tempore Commissioner Vallejos to preside**)

ELECTION OF CHAIRPERSON PRO TEMPORE OF LEGISLATIVE BODY
Commissioner Keene, Chairperson of Nominating Committee (**Chairperson to preside**)

APPROVAL OF AUGUST 10, 2015 MINUTES

VOTE ON ZONING RESOLUTIONS - None

VOTE ON OTHER RESOLUTIONS

- 15-8-5:** Resolution to Purchase Property for the Construction of a Civic Plaza (**Deferred from August**)
- 15-9-1:** Resolution of the Montgomery County Board of Commissioners Authorizing the Acceptance of Grant Funds from the Tennessee Department of Children’s Day Treatment-Academic Behavior Program
- 15-9-2:** Resolution Adopting the “2040 Metropolitan Transportation Plan” and the “Clarksville-Montgomery County Greenway and Blueway Master Plan 2014 Update” as Elements of the Clarksville-Montgomery County General Regional Plan, as Recommended by the Clarksville-Montgomery County Regional Planning Commission
- 15-9-3:** Resolution Amending the Budget of the Montgomery County Juvenile Court
- 15-9-4:** Resolution to Appropriate Funds to Reclassify One Regular, Part-Time Sheriff’s Office Deputy to Regular, Full-Time Status

- 15-9-5:** Resolution Appropriating Funds for the Industrial Development Board to Purchase Land Contingent upon Disclosed Project
- 15-9-6:** Resolution to Adopt the 2016 Legislative Agenda as Presented by the Legislative Liaison Committee
- 15-9-7:** Initial Resolution Authorizing the Issuance of Not to Exceed Ten Million (\$10,000,000) General Obligation Bonds of Montgomery County, Tennessee
- 15-9-8:** Resolution Authorizing the Issuance of General Obligation Refunding and Improvement Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount of Not to Exceed Twenty-Two Million Eight Hundred Thousand Dollars (\$22,800,000), 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
- 15-9-9:** Resolution to Increase the Stipend for Mobile Device Usage by Recommendation of the Information Systems Committee
- 15-9-10:** Resolution to Amend the Budgets of Various Funds for Fiscal Year 2016 in Certain Areas of Revenues and Expenditures
- 15-9-11:** Resolution to Accept Additional Grant Funds from the State of Tennessee Department of Transportation for a Cumberland River Waterway Intermodal Facility

UNFINISHED BUSINESS

REPORTS

1. County Clerk's Report – **(requires approval by Commission)**

REPORTS FILED

1. Adequate Facilities Tax and Permit Revenue Reports for August, 2015
2. Tran Authorization Letter
3. Financial Report: Circuit Court; General Sessions Court and Juvenile Court
4. Financial Report: Sheriff's Office
5. Financial Report: County Clerk
6. **Accounts & Budgets Monthly Report**
7. **Trustee's Release Report**

OTHER NOMINATIONS BY NOMINATING COMMITTEE – Commissioner Keene,
Nominating Committee

COUNTY MAYOR NOMINATIONS AND APPOINTMENTS – Mayor Jim Durrett

ANNOUNCEMENTS

1. Hope to see all of you at the Legislative Liaison Reception tomorrow at 5:30 p.m. at the Civic Hall.
2. Reminder: There will be an Open House at the new Oakland Elementary School, 1050 Cherry Blossom Lane, on Sunday, September 20, from 2:00 to 4:00 p.m.
3. Reminder: The Guardian Ministry Dinner and Show honoring our Military and First Responders and their families will be held on October 2, from 5:00 to 8:00 p.m. at the Family Life Center, 250 Old Farmers Road.
4. This year's Veterans Day Breakfast will be held on November 7, 2015 at APSU's Morgan University Center at 7:30 a.m. If you would like to attend please let Debbie Gentry know as soon as possible.

ADJOURN

**RESOLUTION TO PURCHASE PROPERTY FOR THE
CONSTRUCTION OF A CIVIC PLAZA**

WHEREAS, Montgomery County has the opportunity to purchase the property located at 215 Legion Street, Clarksville, Tennessee, known as the Bank of America building and desires to purchase adjacent property known as Regions Bank, and the Better Business Bureau building; and

WHEREAS, the estimated price to purchase, demolish, design, and prepare the site will be up to \$3,500,000; and

WHEREAS, in the event the City of Clarksville chooses to partner with Montgomery County with this project, then the City of Clarksville and Montgomery County will enter into an all inclusive Interlocal Agreement or individual agreements for the purchase, demolition, design, construction and day-to-day maintenance and operations, which may be considered phases of this project; and

WHEREAS, Montgomery County will add this project to the capital projects list for 2016 budget year and can efficiently handle the incurrence of debt associated with this project; and

WHEREAS, the aforementioned civic plaza will be for public use for all citizens of Montgomery County and surrounding area.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 14th day of September, 2015, that the 2016 capital projects budget be amended to reflect the \$3,500,000 increase.

Duly passed and approved this 14th day of September, 2015.

Sponsor

Jim Duvett

Commissioner

Joe / Aub

Approved

County Mayor

Attested

County Clerk

**INTERLOCAL AGREEMENT AMONG MONTGOMERY COUNTY, TENNESSEE
AND THE CITY OF CLARKSVILLE, TENNESSEE**

This agreement made and entered into among Montgomery County, Tennessee (hereinafter referred to as “the County” and the City of Clarksville, Tennessee (hereinafter referred to as “the City”) for the purposes set out herein;

W I T N E S S E T H

WHEREAS, this Interlocal Agreement is to establish mutual covenants by and between the City and the County; and

WHEREAS, the County and the City have respectively met in their official capacities as authorized by law under their status as a governmental entity recognized by the State of Tennessee as a subdivision thereof; and

WHEREAS, the City and the County desire to enter into mutual covenants and agreements based upon discussions to share responsibilities and duties to the public, and to each other, for the creation of a Civic Square Plaza and the parties’ desire to do so.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. The City and County will participate in a project that will be known as the “Civic Square Plaza” generally to create a plaza as described in the Hodgson/Douglas Conceptual Design Plan to which reference is made as **Exhibit No. 1** hereto.
2. To further the completion of the Civic Square Plaza the City will contribute \$1,000,000.00 solely to be used by the County to purchase real property generally referred to as the Bank of America Property, including two other parcels (referred to as Regions Bank Parking and Better Business Bureau properties) all found within the confines and cross-streets of Main and Legion Streets, and Second and Third Streets. The consideration paid to purchase the property will be made solely by the County, and the purchase will deed the real property to the County and/or the Two Rivers Company (TRC) individually or jointly at the County’s discretion. The investment of \$1,000,000.00 by the City is only required to be made, and specifically contingent upon the County’s passage of this Interlocal Agreement in mirror terms, or in terms which have been revised by Amendment

at the County Commission meeting, but which are then acceptable to the City. The City's contribution of up to \$1,000,000.00 will be paid as a reimbursement to the County within 30 days of the County's purchase of the real property bounded by Main and Legion Streets, and Second and Third Streets, Clarksville, TN 37040 described herein.

3. The City will make all reasonable efforts to close the current Transit Center in an orderly fashion and relocate the existing Transit Center now at the corner of Legion and Second Street for the project. The County will fund the remaining costs of design, demolition, and construction of the Civic Square Plaza ultimately approved by the County Commission as it is designed and moving forward consistent with the Hodgson/Douglas conceptual drawings, and refined and converted to ultimate design plans and specifications for building.
4. To accomplish Items 1 through 3, the City will place this Interlocal Agreement as may be required for enactment and authorization in September, 2015 on the Agenda for the regular meeting of the City Council. This enactment and authorization will require passage on two readings by the City, and the second reading of the City will take place during their October regular meeting.
5. The County Commission will consider and place this Interlocal Agreement as may be required for enactment and authorization on the Agenda for its September, 2015 regular meeting by Resolution. This regular meeting will occur, by the respective calendars of these entities, after the City's first reading, but before the City's second reading.

IN WITNESS WHEREOF, each party has caused this Interlocal Agreement to be executed by an authorized person of each entity by his or her name as set out below.

MONTGOMERY COUNTY, TENNESSEE

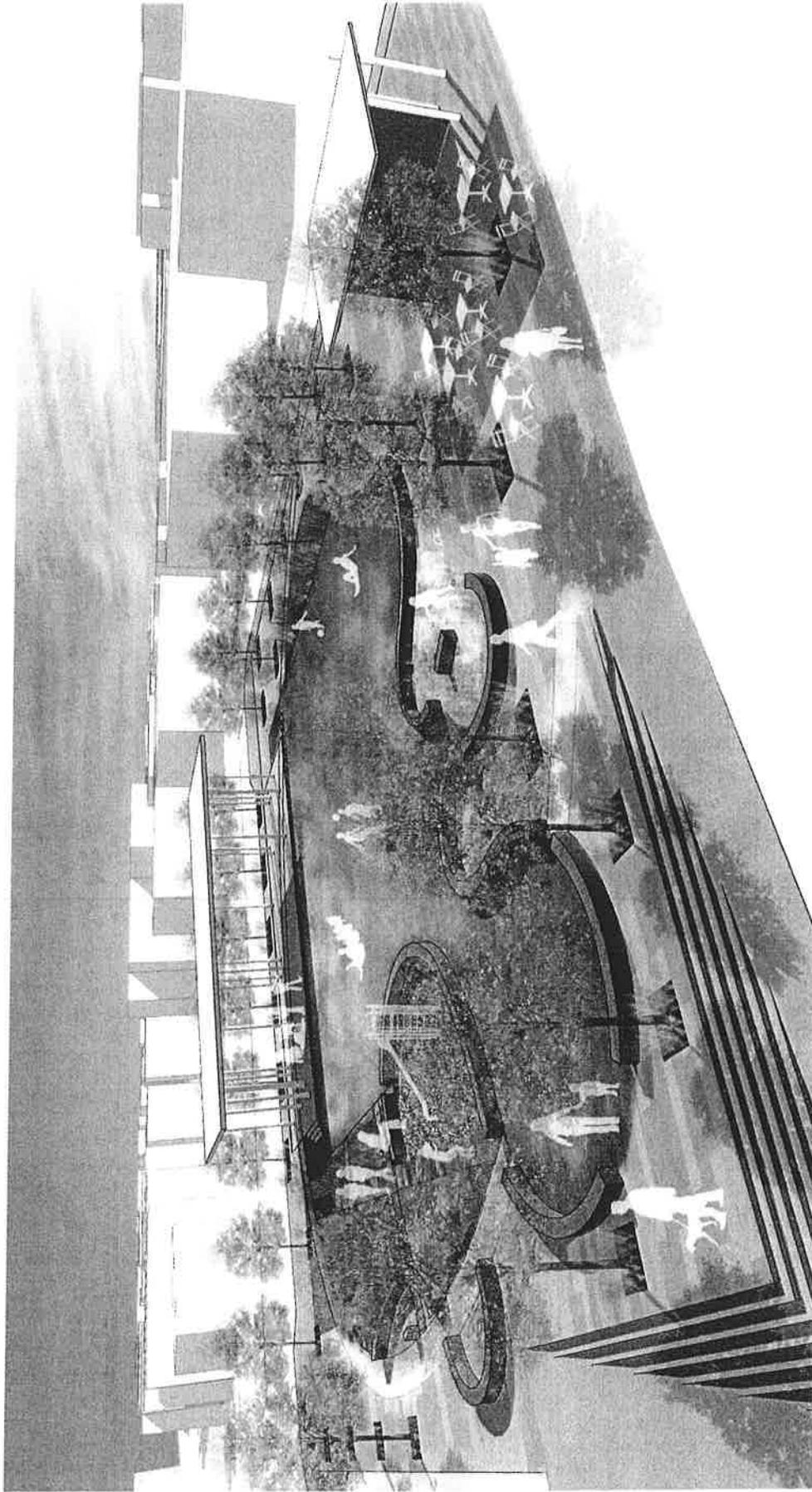
Date: _____

Jim Durrett, County Mayor

CITY OF CLARKSVILLE, TENNESSEE

Date: _____

Kim McMillan, City Mayor



CHARACTER PERSPECTIVES

RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE TENNESSEE DEPARTMENT OF CHILDREN'S DAY TREATMENT-ACADEMIC BEHAVIOR PROGRAM

WHEREAS, the Tennessee Department of Children's Services (DCS) has awarded Montgomery County Juvenile Court a cost reimbursement base grant award to fund the Genesis Teen Learning Center, referred to as the Day Treatment-Academic Behavior Program, effective July 1, 2015 through June 30, 2016; and

WHEREAS, the total grant contract award from DCS amounts to \$422,082.00; per the agreement it is one hundred percent (100%) grant funded, requiring no local match dollars during the allocation period.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 14th day of September, 2015, that Montgomery County accept the grant in the amount of \$422,082.00 to fund the Day Treatment-Academic Behavior Program; and

BE IT FURTHER RESOLVED that the County Mayor is authorized to execute an agreement and other necessary documents required to signify acceptance of grant funds from the Tennessee Department of Children's Services. Upon receipt of the fully executed grant agreement, the Director of Accounts and Budgets shall establish the necessary fund accounts providing for related revenues and expenditures stated in the contract, this resolution intends to have the effect of appropriation to that purpose accordingly.

SECTION 1. Montgomery County hereby accepts the grant award from the Tennessee Department of Children's Services for the purpose herein stated and as detailed below:

| | | |
|---------|--------------------------------|---------------------|
| REVENUE | 101-53900-00000-53-46110-G5233 | \$422,082.00 |
| EXPENSE | 101-53900-00000-53-53120-G5233 | \$422,082.00 |
| | TOTAL | \$422,082.00 |

Duly passed and approved this 14th day of September, 2015.

SPONSOR

Larry R...

COMMISSIONER

Joe A...

APPROVED

County Mayor

Attested

County Clerk

A RESOLUTION ADOPTING THE “2040 METROPOLITAN TRANSPORTATION PLAN” AND THE “CLARKSVILLE-MONTGOMERY COUNTY GREENWAY AND BLUEWAY MASTER PLAN 2014 UPDATE” AS ELEMENTS OF THE CLARKSVILLE-MONTGOMERY COUNTY GENERAL REGIONAL PLAN, AS RECOMMENDED BY THE CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, the “Clarksville-Montgomery County Land Use Plan Update: 2003-2023” is the General Regional Plan (generically known as the “comprehensive plan”) for the physical development of the region (consisting of the City of Clarksville and Montgomery County) under TCA 13-3-301, and was adopted by the Clarksville-Montgomery County Regional Planning Commission on January 28, 2004, by the Montgomery County Board of Commissioners on March 8, 2004 and by the Clarksville City Council on April 1, 2004; and

WHEREAS, the “Clarksville-Montgomery County Growth Plan” (February 2000) was prepared in response to Tennessee Public Chapter 1101 (May 1, 1998) to address the public service needs of growing residential areas, to maintain the character of rural areas, and to determine appropriate boundaries for the expansion for municipal boundaries; established guidance for residential development and residential densities by designating appropriate zoning densities outside the City of Clarksville in the Urban Growth Boundary Areas (where sanitary sewers and waterlines are readily available and into which areas the City of Clarksville must first expand), the Planned Growth Areas (where sanitary sewers and waterlines may be extended into portions of the area over the next 20 years) and Rural Areas (where the rural character of low-density, isolated and scattered residential development is to be preserved); was adopted by the Clarksville City Council on October 7, 1999, by the Growth Plan Coordinating Committee (which includes all members of the Clarksville-Montgomery County Regional Planning Commission plus additional community representatives appointed by the City and County Mayors) on January 24, 2000, by the Montgomery County Board of Commissioners on February 14, 2000, and by the Local Government Planning Advisory Committee of the Tennessee Department of Economic and Community Development on April 26, 2000; was duly recorded at the Montgomery County Register’s Office on May 16, 2000; and was incorporated by reference into the “Clarksville-Montgomery County Land Use Plan Update: 2003-2023”; and

WHEREAS, the 2012 Update to the “Clarksville-Montgomery County Growth Plan” affirmed that the County-wide population projections of the 2000 Growth Plan were still valid, recognized greater population growth in the unincorporated areas than

originally forecasted, amended the allowable zoning districts to increase residential densities in Planned Growth Area 4 (encompassing the Clarksville-Montgomery County Industrial Park and into which sanitary sewers had been extended), and was adopted by the Growth Plan Coordinating Committee on September 26, 2012, by the Clarksville City Council on October 4, 2012, by the Montgomery County Board of Commissioners on October 8, 2012, and by the Local Government Planning Advisory Committee of the Tennessee Department of Economic and Community Development on October 24, 2012; and was duly recorded at the Montgomery County Register's Office on February 7, 2013; and

WHEREAS, the "Regional Long Range Transportation Plan for Clarksville, Tennessee-Kentucky Metropolitan Area" (November 1995) constitutes the Transportation Element of the General Regional Plan, meets the requirements of a "major road plan" under TCA 13-3-402 and a "major street plan" under TCA 13-3-302, was adopted by the Clarksville Urban Area Metropolitan Planning Organization (CUAMPO) Executive Board (comprised of the chief elected officials of state and local governments) on November 21, 1995, by the Clarksville-Montgomery County Regional Planning Commission on February 27, 1996, by the Clarksville City Council on May 7, 1996, and by the Montgomery County Board of Commissioners on May 13, 1996; and was duly recorded at the Montgomery County Register's Office on May 29, 1996; and

WHEREAS, the "Regional Long Range Transportation Plan" has been subsequently updated as the "2000-2025 Long Range Transportation Plan" adopted by the CUAMPO Executive Board on October 25, 2000, as the "2005-2030 Long Range Transportation Plan" adopted by the CUAMPO Executive Board on July 28, 2005, as the "2035 Metropolitan Transportation Plan" adopted by the CUAMPO Executive Board on February 27, 2010, and as the "2040 Metropolitan Transportation Plan" adopted by the CUAMPO Executive Board on February 20, 2014; and

WHEREAS, the updates to the Regional Long Range Transportation Plan of November 1995 have been in practice considered to the Transportation Element of the General Regional Plan, and the "2000-2025 Long Range Transportation Plan" was incorporated by reference into the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023"; and

WHEREAS, the "Clarksville-Montgomery County Greenway Master Plan" of November 1999 was incorporated by reference into the Long Range/Metropolitan Transportation Plans and the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023"; and

WHEREAS, the “Clarksville-Montgomery County Greenway and Blueway Master Plan: 2014 Update” was prepared as an update to the 1999 “Clarksville-Montgomery County Greenway Master Plan” with the participation of the Clarksville-Montgomery County Regional Planning Commission Board and Staff; and

WHEREAS, after thirty (30) days of public notice on May 22, 2015, the Clarksville-Montgomery Regional Planning Commission held a public hearing without objection; adopted the “2040 Metropolitan Transportation Plan” as the Transportation Element of the “Clarksville-Montgomery County Land Use Plan Update: 2003-2023” [serving as the General Regional Plan (generically known as the “comprehensive plan”) under TCA 13-3-301] and the “Clarksville-Montgomery County Greenway and Blueway Master Plan: 2014 Update” as complementary to the bicycle, pedestrian and trail components of the Transportation Element and as an elaboration of the Open Space and Recreation Element of the “Clarksville-Montgomery County Land Use Plan Update: 2003-2023”; and certified these amendments to the General Regional Plan to the Montgomery County Board of Commissioners recommending their consideration and adoption.

NOW THEREFORE BE IT RESOLVED, that after thirty (30) days of public notice per TCA 13-3-301(b) and a public hearing, the Montgomery County Board of Commissioners hereby adopts the “2040 Metropolitan Transportation Plan” as the Transportation Element of the General Regional Plan (per TCA 13-3-301 and 302), and the “Clarksville-Montgomery County Greenway and Blueway Master Plan: 2014 Update” as complementary to the bicycle, pedestrian and trail components of said Transportation Element and as an elaboration of the Open Space and Recreation Element of the General Regional Plan (the “Clarksville-Montgomery County Land Use Plan Update: 2003-2023”).

Duly passed and approved this 14th day of September, 2015.

Sponsor David A. Ruppel

Commissioner Robert S. Dick

Approved _____
County Mayor

Attested _____
County Clerk

RESOLUTION 2015-01

APPROVING THE "2040 METROPOLITAN TRANSPORTATION PLAN" AND THE "CLARKSVILLE-MONTGOMERY COUNTY GREENWAY AND BLUEWAY MASTER PLAN 2014 UPDATE" AS ELEMENTS OF THE CLARKSVILLE-MONTGOMERY COUNTY GENERAL REGIONAL PLAN

WHEREAS, the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023" is the General Regional Plan (generically known as the "comprehensive plan") for the physical development of the region (consisting of the City of Clarksville and Montgomery County) under TCA 13-3-301, and was adopted by the Clarksville-Montgomery County Regional Planning Commission on January 28, 2004, by the Montgomery County Board of Commissioners on March 8, 2004 and by the Clarksville City Council on April 1, 2004; and

WHEREAS, the "Clarksville-Montgomery County Growth Plan" (February 2000) was prepared in response to Tennessee Public Chapter 1101 (May 1, 1998) to address the public service needs of growing residential areas, to maintain the character of rural areas, and to determine appropriate boundaries for the expansion for municipal boundaries; established guidance for residential development and residential densities by designating appropriate zoning densities outside the City of Clarksville in the Urban Growth Boundary Areas (where sanitary sewers and waterlines are readily available and into which areas the City of Clarksville must first expand), the Planned Growth Areas (where sanitary sewers and waterlines may be extended into portions of the area over the next 20 years) and Rural Areas (where the rural character of low-density, isolated and scattered residential development is to be preserved); was adopted by the Clarksville City Council on October 7, 1999, by the Growth Plan Coordinating Committee (which includes all members of the Clarksville-Montgomery County Regional Planning Commission plus additional community representatives appointed by the City and County Mayors) on January 24, 2000, by the Montgomery County Board of Commissioners on February 14, 2000, and by the Local Government Planning Advisory Committee of the Tennessee Department of Economic and Community Development on April 26, 2000; was duly recorded at the Montgomery County Register's Office on May 16, 2000; and was incorporated by reference into the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023"; and

WHEREAS, the 2012 Update to the "Clarksville-Montgomery County Growth Plan" affirmed that the County-wide population projections of the 2000 Growth Plan were still valid, recognized greater population growth in the unincorporated areas than originally forecasted, amended the allowable zoning districts to increase residential densities in Planned Growth Area 4 (encompassing the Clarksville-Montgomery County Industrial Park and into which sanitary sewers had been extended), and was adopted by the Growth Plan Coordinating Committee on September 26, 2012, by the Clarksville City Council on October 4, 2012, by the Montgomery County Board of Commissioners on October 8, 2012, and by the Local Government Planning Advisory Committee of the Tennessee Department of Economic and Community Development on October 24, 2012; and was duly recorded at the Montgomery County Register's Office on February 7, 2013; and

WHEREAS, the "Regional Long Range Transportation Plan for Clarksville, Tennessee-Kentucky Metropolitan Area" (November 1995) constitutes the Transportation Element of the General Regional Plan, meets the requirements of a "major road plan" under TCA 13-3-402 and a "major street plan" under TCA 13-3-302, was adopted by the Clarksville Urban Area Metropolitan Planning Organization (CUAMPO) Executive Board (comprised of the chief elected officials of state and local governments) on November 21, 1995, by the Clarksville-Montgomery County Regional Planning Commission on February 27, 1996, by the Clarksville City Council on May 7, 1996, and by the Montgomery County Board of Commissioners on May 13, 1996; and was duly recorded at the Montgomery County Register's Office on May 29, 1996; and

WHEREAS, the "Regional Long Range Transportation Plan" has be subsequently updated as the "2000-2025 Long Range Transportation Plan" adopted by the CUAMPO Executive Board on October 25, 2000, as the "2005-2030 Long Range Transportation Plan" adopted by the CUAMPO Executive Board on July 28, 2005, as the "2035 Metropolitan Transportation Plan" adopted by the CUAMPO Executive Board on February 27, 2010, and as the "2040 Metropolitan Transportation Plan" adopted by the CUAMPO Executive Board on February 20, 2014; and

WHEREAS, the updates to the Regional Long Range Transportation Plan of November 1995 have been in practice considered to the Transportation Element of the General Regional Plan, and the "2000-2025 Long Range Transportation Plan" was incorporated by reference into the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023"; and

WHEREAS, the "Clarksville-Montgomery County Greenway Master Plan" of November 1999 was incorporated by reference into the Long Range/Metropolitan Transportation Plans and the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023"; and

WHEREAS, the "Clarksville-Montgomery County Greenway and Blueway Master Plan: 2014 Update" was prepared as an update to the 1999 "Clarksville-Montgomery County Greenway Master Plan" with the participation of the Clarksville-Montgomery County Regional Planning Commission Board and Staff; and

NOW THEREFORE BE IT RESOLVED, that after thirty (30) days of public notice and a public hearing, the Clarksville-Montgomery Regional Planning Commission adopts the ""2040 Metropolitan Transportation Plan" as the Transportation Element of the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023" serving as the General Regional Plan (generically known as the "comprehensive plan") under TCA 13-3-301, and adopts the "Clarksville-Montgomery County Greenway and Blueway Master Plan: 2014 Update" as complementary to the bicycle, pedestrian and trail components of the Transportation Element and as an elaboration of the Open Space and Recreation Element of the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023."

RESOLUTION APPROVED: June 24, 2015

Authorized Signature:



Richard Swift, Chair
Clarksville-Montgomery County Regional Planning Commission

RESOLUTION 2015-03

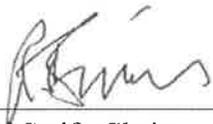
CERTIFICATION TO THE BOARD OF COMMISSIONERS OF THE REGIONAL PLANNING COMMISSION ADOPTION OF THE "2040 METROPOLITAN TRANSPORTATION PLAN" AND THE "CLARKSVILLE-MONTGOMERY COUNTY GREENWAY AND BLUEWAY MASTER PLAN 2014 UPDATE" AS ELEMENTS OF THE CLARKSVILLE-MONTGOMERY COUNTY GENERAL REGIONAL PLAN, AND RECOMMENDATION TO THE BOARD OF COMMISSIONERS TO CONSIDER AND ADOPT THESE AMENDMENTS TO THE GENERAL REGIONAL PLAN

WHEREAS, after thirty (30) days of public notice on May 22, 2015, the Clarksville-Montgomery Regional Planning Commission held a public hearing on June 24, 2015, without objection and adopted the "2040 Metropolitan Transportation Plan" as the Transportation Element of the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023" [serving as the General Regional Plan (generically known as the "comprehensive plan") under TCA 13-3-301] and the "Clarksville-Montgomery County Greenway and Blueway Master Plan: 2014 Update" as complementary to the bicycle, pedestrian and trail components of the Transportation Element and as an elaboration of the Open Space and Recreation Element of the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023."

NOW THEREFORE BE IT RESOLVED, the Clarksville-Montgomery County Regional Planning Commission certifies these amendments to the General Regional Plan to the Montgomery County Board of Commissioners recommending their consideration and adoption.

RESOLUTION APPROVED: June 24, 2015

Authorized Signature:



Richard Swift, Chair

Clarksville-Montgomery County Regional Planning Commission

Publish (minimum of 30 days before public hearing):

Charge: Regional Planning Commission

NOTICE OF PUBLIC HEARING

Pursuant to Tennessee Code Annotated 13-3-301, the Board of Commissioners of Montgomery County, Tennessee, will hold a public hearing and consider amendments to the Clarksville-Montgomery County General Regional Plan (known generically as the Comprehensive Plan) during the informal session of the Board of Commissioners to be held on Tuesday, September 8, 2015, at 6:00 PM in the Board of Commissioners Chambers, Old Historic Courthouse, 1 Millennium Plaza, Clarksville, Tennessee 37040. (These facilities are handicapped accessible and anyone needing a special accommodation should call the Office of the County Mayor at 931-648-5787.) The amendments involve approving the "2040 Metropolitan Transportation Plan" (previously adopted by the Clarksville Urban Area Metropolitan Planning Organization on February 20, 2014) as the "Transportation Element" of the "General Regional Plan" and approving the "Greenway and Blueway Master Plan 2014 Update" as complementary to the bicycle, pedestrian and trail components of the "Transportation Element" and as an elaboration of the "Open Space and Recreation Element" of the "General Regional Plan." The General Regional Plan is titled the "Clarksville-Montgomery County Land Use Plan Update: 2003-2023" and may be found on the Planning Commission website (CMCRPC.com) under the "About Us" tab: <http://www.cmc rpc.com/pdf/Land%20Use%20Update%20Narrative%20-%20new.pdf>. The "2040 Metropolitan Transportation Plan" is found on the Planning Commission website under the "About Us" tab: http://www.cmc rpc.com/pdf/Final2040MTP_Feb2014.pdf. The "Greenway and Blueway Master Plan 2014 Update" is found on the Planning Commission website under the "About Us" tab: <http://www.cmc rpc.com/pdf/GreenwayBluewayMasterPlan2015-05-07.pdf>. Hard copies of these documents are available for inspection and copying at the Regional Planning Commission offices during regular business hours 8:00 AM to 4:30 PM, Monday through Friday, at 329 Main Street.

**RESOLUTION AMENDING THE BUDGET OF THE
MONTGOMERY COUNTY JUVENILE COURT**

WHEREAS, Montgomery County is one of the fastest growing communities in Tennessee. According to the United States Census Bureau, Clarksville ranks second in the nation with the highest percentage of veterans living in a city. The Montgomery County Veterans Treatment Court strives to efficiently and effectively meet the needs of the soldiers, veterans, and citizens of Montgomery County, and

WHEREAS, the Montgomery County Veterans Treatment Court has doubled in participant population since January 2015; and

WHEREAS, Tennessee Code Annotated §5-9-407 provides a procedure for amending the budget, specifically providing that, "the budget, including line items and major categories, may be amended by passage of an amendment by a majority of the members of the county legislative body;" and

WHEREAS, the Montgomery County Veterans Treatment Court has identified a need to increase the administrative assistant position from part-time to full-time, to meet the immediate needs of the public and requirements of TNWITS data entry from the Tennessee Department of Mental Health and Substance Abuse; and

WHEREAS, the Montgomery County Veterans Treatment Court falls under the Montgomery County Juvenile Court operating budget.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 14th day of September, 2015, that the Montgomery County Juvenile Court's Fiscal Year 2015/2016 operating budget is hereby amended as follows:

Increase from Part Time to Full Time Administrative Assistant:

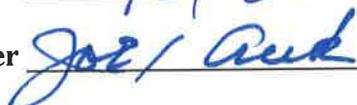
| | | |
|---------------------------------|---------------------------|--------------------|
| 101 53500 00000 55 51620 | Salary & Wages | \$12,309.40 |
|---------------------------------|---------------------------|--------------------|

| | | |
|--------------------------|-----------------|-------------|
| 101 53500 00000 55 52010 | Social Security | \$ 875.94 |
| 101 53500 00000 55 52120 | Medicare | \$ 104.32 |
| 101 53500 00000 55 52070 | Medical Ins. | \$ 8,675.36 |
| 101 53500 00000 55 52060 | Life Ins. | \$ 25.80 |
| 101 53500 00000 55 52040 | TCRS | \$ 3,443.72 |

Total Increase to Budget: **\$25,434.54**

Duly passed and approved this 14th day of September, 2015

Sponsor 

Commissioner 

Approved _____
County Mayor

Attested _____
County Clerk

**RESOLUTION TO APPROPRIATE FUNDS TO RECLASSIFY ONE
REGULAR, PART-TIME SHERIFF'S OFFICE DEPUTY
TO REGULAR, FULL-TIME STATUS**

WHEREAS, the Montgomery County Sheriff's Office is a full service law enforcement agency with the statutory authority to maintain and utilize authorized emergency vehicles in accordance with Tennessee Code Annotated 55-8-101 to allow for the control and movement of traffic; and

WHEREAS, the Sheriff's Office has assigned competently trained deputies to properly conduct the escort funeral processions as outlined in Tennessee Code Annotated 55-8-183; and

WHEREAS, it has become a burden on the current staffing of the Sheriff's Office to maintain this time honored and public expected tradition; and

WHEREAS, the Sheriff's Office currently employs a fully capable and trained regular part-time deputy that is available to be reclassified to regular full-time status to allow the office to meet the demand for funeral procession escort and requests the additional appropriation of funds.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular business session this 14th day of September, 2015, that Montgomery County appropriate \$15,021.40, and that the Director of Accounts and Budgets adjust the following object codes:

| | | |
|-------------------------|-----------------------------------|-----------------------|
| PART-TIME | 101-54110-00000-54-51690-X | \$ (22,112.67) |
| DEPUTIES | 101-54110-00000-54-51060-X | \$ 22,112.67 |
| | (NEW APPROPRIATION) | |
| DEPUTIES | 101-54110-00000-54-51060-X | \$ 9,850.52 |
| MEDICARE | 101-54110-00000-54-52120-X | \$ 142.83 |
| SOCIAL SECURITY | 101-54110-00000-54-52010-X | \$ 610.73 |
| STATE RETIREMENT | 101-54110-00000-54-52040-X | \$ 4,417.32 |
| | TOTAL | \$ 15,021.40 |

Duly passed and approved this 14th day of September, 2015.

Sponsor *Sheriff John S. Jovan*

Commissioner *Joe Aub*

Approved _____

County Mayor

Attest _____

County Clerk

RESOLUTION APPROPRIATING FUNDS FOR THE INDUSTRIAL DEVELOPMENT BOARD TO PURCHASE LAND CONTINGENT UPON UNDISCLOSED PROJECT

WHEREAS, Montgomery County, Tennessee, is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area’s capabilities for growth and development; and

WHEREAS, the Industrial Development Board (IDB) met in proper session on August 18, 2015, and approved the purchase of a tract of land located adjacent to the HSC property, subject to the approval of the Montgomery County Commission; and

WHEREAS, the IDB would enter into an agreement with HSC to purchase a tract of land consisting of 300 acres, more or less, located in the Second Civil District of Montgomery County, Tennessee, near or adjacent and east of Jim Johnson Road, which is near the former plant site of HSC, said land being an extension of the 833 acres of land acquired by the IDB in November, 2014; and

WHEREAS, the terms of the agreement would include the purchase price of said tract of land of \$2,394,208.34, payable by the IDB in an interest free, non-recourse promissory note to the seller for the full purchase price, said note to be payable beginning in fiscal year 2016-2017 and for the next three consecutive years; and

WHEREAS, the agreement for purchase of this tract of land by the IDB shall be contingent upon the IDB entering into a final agreement with HSCPC, LLC, Hemlock Semiconductor, LLC and an undisclosed company for such undisclosed company locating on the existing HSC site.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled on this 14th day of September, 2015, that Montgomery County appropriate \$598,552.00 each year beginning in fiscal year 2016-2017 and for the next three consecutive years payable to the Industrial Development Board for the purchase of a tract of land in connection with an undisclosed project to be approved at a future date.

Duly passed and approved this 14th day of September, 2015.

Sponsor Michael Evans

Commissioner [Signature]

Approved [Signature]
County Mayor

Attested _____
County Clerk

**RESOLUTION TO ADOPT THE 2016 LEGISLATIVE AGENDA
AS PRESENTED BY THE LEGISLATIVE LIAISON COMMITTEE**

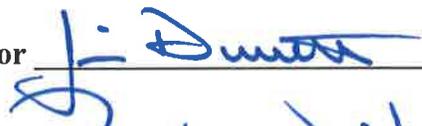
WHEREAS, the Legislative Liaison Committee acts as a liaison between the Montgomery County Board of Commissioners and the Tennessee State Legislature; and

WHEREAS, the Legislative Liaison Committee reviews bills that may affect budget plans and/or bills that would have an adverse effect on counties, and makes recommendations to the county commission prior to presenting to the state legislature; and

WHEREAS, the Legislative Liaison Committee has prepared a Legislative Agenda to the 109th General Assembly for consideration by our state delegation.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular business session on this 14th day of September, 2015, that the attached 2016 Legislative Agenda prepared by the Legislative Liaison Committee is hereby approved.

Duly passed and approved this 14th day of September, 2015.

Sponsor 

Commissioner 

Approved _____
County Mayor

Attested _____
County Clerk

**THE
MONTGOMERY COUNTY COMMISSION**

PRESENTS THE

2016 LEGISLATIVE AGENDA

TO THE

**109TH GENERAL ASSEMBLY
STATE DELEGATION**

**SENATOR MARK GREEN
REPRESENTATIVE JOE PITTS
REPRESENTATIVE JAY REEDY
REPRESENTATIVE CURTIS JOHNSON**

Forwarded by

Montgomery County Mayor Jim Durrett

And Legislative Liaison Committee Members

Commissioner John Genis

Commissioner Jason Hodges

Commissioner Robert Nichols

Commissioner Wallace Redd

Commissioner Tommy Vallejos

SEPTEMBER 2015

**LEGISLATIVE LIAISON COMMITTEE MEMBERS
CONTACT INFORMATION**

Commissioner John Genis
931-802-3028
district9@mcgtn.net

Commissioner Jason Hodges
931-980-9630
jason.hodges1981@gmail.com

Commissioner Robert Nichols
931-431-2619
robert@fortcampbell.com

Commissioner Wallace Redd
931-216-5640
district16@mcgtn.net

Commissioner Tommy Vallejos
931-358-3010
electtommyvallejos@yahoo.com

I. TENNESSEE HALL OF FAME

LEGISLATIVE ITEM: Continue support of House Joint Resolution 324 and establish a Tennessee Hall of Fame in Montgomery County at Austin Peay State University.

PURPOSE: The State of Tennessee throughout its long and storied history has been blessed to be the home of many people who have achieved greatness throughout their lives, bringing fame and fortune to themselves and our State. These sterling business pioneers, civil servants, military heroes, elected officials, cultural figures, education experts, medical leaders, artists, musicians, writers, and scientists deserve a dignified place of recognition in which their names and contributions may be recorded and displayed for all to see.

We ask for your support and assistance to preserve the legacy of those Tennesseans that made us who we are today.

For more detailed information please contact the following individual:
Commissioner Robert G. Nichols, robert@fortcampbell.com, 931-216-6223

II. HEART DEFIBRILLATOR IN PRIVATE SCHOOLS

LEGISLATIVE ITEM: Support and actively advocate for the addition of an Automated External Defibrillator (AED) in all nonpublic schools (defined as any Regional, State, County, City, or International accredited location where students engage in a learning environment).

PURPOSE: Tennessee has no legislation addressing the placement of AEDs in private schools. This would be an addendum to all Tennessee laws related to AED regulations to include: providing immunity from civil liability to the person or entity acquiring an AED from acts or omissions of a layperson; private schools would have to acquire their AED without state money; comply with all existing TN rules and regulations including the \$1,500 non-compliance fine (eliminated with receipt of purchased AED). (See attachment for list of laws pertaining to AEDs)

For more detailed information please contact the following individual:
Commissioner John Genis, district9@mcgtn.net, 931-802-3028

III. STATE PARKS - NATURAL AREAS

LEGISLATIVE ITEM: Request review of Port Royal State Park's standings as a sub-park under Dunbar Cave. This is the only state park in Tennessee that once operated as a standalone park and was then placed under another park for maintenance, funding and manpower. In the 2015-2016 budget, Port Royal's operating budget was reduced by half of the previous year.

PURPOSE: A re-examination of the park's needs would allow for establishing long range plans for increased development. Improvement could include a pedestrian bridge, connecting the existing park to 15 additional acres of park located on the north side of the river and for the appropriate development thereof.

For more detailed information please contact the following individual:
Commissioner John Genis, district9@mcgtn.net, 931-802-3028

IV. CIVIC PROCESS FEE / REFUND

LEGISLATIVE ITEM: Amend The Tennessee Code 8-21-901 by deleting (a)(1)(D) "For returning any service of process where the sheriff or constable attempts service but is unsuccessful, the sheriff or constable shall only be entitled to: \$9.00."

PURPOSE: The Sheriff is authorized to collect \$26. However, if the Sheriff attempts service but is unsuccessful, the Sheriff shall only be entitled to \$9. The presumptive due diligence for service is to make three attempts to serve in person. In nearly all cases, this results in the sheriff expending more resources to return a process un-served, but yet is only entitled to a lesser fee.

For more detailed information please contact the following individual:
Commissioner Wallace Redd, district16@mcgtn.net, 931-216-5640

V. JOINT PROCUREMENT ABILITY

LEGISLATIVE ITEM: Support and actively advocate for legislation that will allow county governments to enter into inter-local purchasing agreements with federal agencies.

PURPOSE: Currently there is no mechanism by the state of Tennessee to allow county governments to enter into inter-local purchasing agreements with federal agencies. Combining purchasing power will create larger volume orders, which will reduce the price of these orders for both parties. An inter-local agreement for road salt between Montgomery County and Fort Campbell will save Fort Campbell approximately \$40,000 alone. Future agreements could further save both parties along with their tax payers a significant amount of money. (See attachment for resolution passed locally)

Section 12-3-1205, Tennessee Code Annotated allows cooperative purchasing agreements between local governments. We ask for your assistance amending this law to include cooperative purchasing agreements between local, state, and federal agencies.

For more detailed information please contact the following individual:
Commissioner Jason Hodges, jason.hodges1981@gmail.com, 931-980-9630

VI. HIGHWAY TRANSPORTATION

LEGISLATIVE ITEM: Encourage the Tennessee Department of Transportation to obligate funding for the following projects:

- 1) Construction phase for SR374/Warfield Blvd. from Dunbar Cave Road to Stokes Road at approximately \$23,000,000.
- 2) Engineering/Environmental phase for SR48/Trenton Road from SR13/Wilma Rudolph to SR236/Tiny Town Road at approximately \$1,500,000.
- 3) Construction phase for SR48/13 from Zinc Plant Road to River Road on SR149 at approximately \$24,000,000.
- 4) Procure Right-of-Way for SR374 from SR149 to Dotsonville Road and from Dotsonville Road to SR76 at a total cost of \$6,000,000 (\$3,000,000 per section).

PURPOSE: Support the Region's and State's economic vitality by enabling competitiveness, productivity and efficiency. Increase the safety and security of the transportation system. Protect and enhance the environment, promote energy conservation, improve air quality and overall quality of life.

For more detailed information please contact the following individual:
Mayor Jim Durrett, mayordurrett@mcgtn.net, 931-648-5787

VII. AUTHORIZATION TO PROVIDE BROADBAND AND INTERNET SERVICES

LEGISLATIVE ITEM: Support an act to amend Tennessee Code Annotated, Title 7, Chapter 52, relative to additional authorization to provide broadband and internet services.

PURPOSE: To remove the current limitation on municipal electric broadband providers that restricts broadband service to just its electric service territory. To require a municipal electric broadband provider to obtain the written consent of each electric cooperative or municipal electric system in whose territory it will provide broadband services.

Benefits: High speed broadband drives local economies, promotes economic development, increases educational opportunities and outcomes at local schools, increases regional and global competitiveness, and allows more opportunities for telemedicine, telework, and better quality of life. Local communities will be in control of the services they offer. High-speed fiber broadband service can add measurable value to the value of an average home, thus increasing the tax base for those areas.

SECTION 1. Tennessee Code Annotated, Section 7-52-103(c), is amended by deleting the language “within its service area and”.

SECTION 2. Tennessee Code Annotated, Section 7-52-601(a), is amended by deleting the language “within its service area”.

SECTION 3. Tennessee Code Annotated, Section 7-52-601, is amended by adding the following as a new, appropriately designated subsection:

Prior to providing the services outside of its electric system service area, the system shall obtain the written consent of each electric cooperative or municipal electric system in whose territory the system will provide the services.

SECTION 4. This act shall take effect upon becoming a law.

For more detailed information please contact the following individual:
Commissioner Tommy Vallejos, electtommyvallejos@yahoo.com, 931-358-3010

VIII. STATE VETERANS HOMES

LEGISLATIVE ITEM: A request to our state delegation for assistance in providing signage on interstates and major roadways for the four Tennessee State Veterans Homes, including Clarksville-Montgomery County, Tennessee.

PURPOSE: The fourth Tennessee State Veterans home will be opening this year in Montgomery County. There is currently no funding for signage on major roadways denoting this addition to our community or to direct visitors to the facility. We would like to request TDOT to place proper signage on Interstate 24 on both the east and west bound sides to include this impressive and long-awaited facility.

For more detailed information please contact the following individual:
Commissioner Tommy Vallejos, electtommyvallejos@yahoo.com,
931-358-3010

IX. SELF-DRIVING VEHICLE LEGISLATION

LEGISLATIVE ITEM: Support and actively advocate for legislation that will allow autonomous cars to drive on Tennessee roads.

PURPOSE: Several car manufacturers estimate releasing self-driving cars by 2020. Currently, only four states have passed legislation that would allow these autonomous cars access to their roads. These four states are California, Michigan, Florida, and Nevada. We ask that the state legislature consider making Tennessee the fifth state. Taking a progressive approach on this issue would help in recruiting companies, such as, Google, Apple, and Nissan to develop, test, and manufacture these cars right here in Tennessee.

For more detailed information please contact the following individual:
Commissioner Jason Hodges, jason.hodges1981@gmail.com, 931-980-9630

X. CONTINUE TO SUPPORT

STATE FUNDING FOR LOCAL GOVERNMENT

LEGISLATIVE ITEM: Fully support the continued funding of all state shared taxing, Stimulus and BEP funding, including current recommendations of the BEP review committee reported to the Governor, which benefit Montgomery County Government and our citizens.

For more detailed information please contact the following individual:
Commissioner Tommy Vallejos, electtommyvallejos@yahoo.com,
931-358-3010

MONTGOMERY COUNTY TEEN LEARNING CENTER

LEGISLATIVE ITEM: Encourage the continued funding and support of Tennessee's Genesis Programs, which include Montgomery County's Teen Learning Center.

For more detailed information please contact the following individual:
Commissioner Robert Nichols, robert@fortcampbell.com, 931-552-7273

EDUCATION

LEGISLATIVE ITEM: Support a change in the CBER and TACIR formulas that determine a counties fiscal capacity to credit the county for the share of property tax used for new school construction and/or school renovations.

In Montgomery County, the school system's share of the current property tax rate for operations is \$0 .838 cents. The share of the property tax rate for the Debt Service Fund is \$0.745. However, \$0.558 cents of the \$0.745 is directly related to new school construction. Using the CBER and TACIR Models, the \$0.838 figure is used as the measure of the counties expenditure for education; when, in fact, the county has actually invested an additional \$0.558 cents in educational funding for new and renovated schools. Thus, the counties actual education related expenditures are \$1.397. With the addition of tax rate (\$0.0559) for school transportation the total share is \$1.452.

For more detailed information please contact the following individuals:
Commissioner Tommy Vallejos, electtommyvallejos@yahoo.com,
931-358-3010; or Danny Grant, Clarksville-Montgomery County School System
Chief Financial Officer

TENNESSEE LAWS RELATED TO AUTOMATED EXTERNAL DEFIBRILLATOR

| Reference | Effective Date | Law Summary |
|----------------|----------------|---|
| <u>HB 1633</u> | 2011 | This bill is an amendment to SB 1433; it still requires that a school must place its first AED in a location that may be accessed readily from any area of the school, but is amended to include, "particularly from those areas of the school that are used for physical education or activity." |
| <u>SB 1443</u> | 2011 | This bill requires that a school must place its first AED in a location that may be accessed readily from any area of the school, which may include those areas used for physical education or activity. |
| <u>SB 2505</u> | 2010 | Requires automated external defibrillators in public schools and addresses their placement. |
| <u>HB 2775</u> | 2009 | Encourages that AEDs be placed in public schools. |
| <u>SB 281</u> | 2003 | Requires registration of an AED within 20 days of acquisition. |
| <u>HB 1218</u> | 1999 | Revises immunity protection to include licensed physician involved in the program, the property owner, the purchaser, and the trainer. |
| <u>HB 2970</u> | 1998 | Establishes procedures and protections for use of an automated external defibrillator. |

RESOLUTION TO ALLOW MONTGOMERY COUNTY TO ENTER INTO MUTUALLY BENEFICIAL PURCHASING INTERLOCAL AGREEMENTS WITH FORT CAMPBELL AGENCIES

WHEREAS, there are cost savings to be had for both parties with larger volume and additional vendors available when combining the purchasing power between Department of Defense (DOD) agencies located on Fort Campbell military installation and Montgomery County Government; and

WHEREAS, Montgomery County Government wishes to enter into mutually beneficial purchasing inter-local agreements with Fort Campbell agencies; and

WHEREAS, the initial agreement will be between the Fort Campbell Department of Public Works and Montgomery County Government to allow Ft Campbell Department of Public Works the ability to purchase road salt from same contract as Montgomery County Government; and

WHEREAS, this resolution will allow additional agreements on a go forward basis that will benefit both parties.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 10th day of August, 2015, that the County Mayor is authorized to enter into mutually beneficial purchasing inter-local agreements with Fort Campbell agencies.

Duly passed and approved this 10th day of August, 2015.



Sponsor

[Handwritten Signature]

Commissioner

[Handwritten Signature]

Approved

[Handwritten Signature]

County Mayor

Attested

[Handwritten Signature: Kellie A. Jackson]
County Clerk



**Dunbar
Cave**

Swan Lake



INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TEN MILLION (\$10,000,000) GENERAL OBLIGATION BONDS OF MONTGOMERY COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners (the "Board") of Montgomery County, Tennessee (the "County") that for the purpose of financing, in whole or in part, (a) (i) the acquisition of land and the design, construction, acquisition, renovation, repair, improvement and equipping of schools, courthouse, parks, downtown plaza, library, jail, parking facilities, port facilities, public safety complex, career center facilities and other County buildings; (ii) the construction, renovation, repair, and improvement of roads, streets, bridges, sidewalks and greenways, (iii) the acquisition of fire trucks and ambulances; (iv) the acquisition of all property, real and personal, appurtenant to the foregoing; (v) the payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (vi) a loan to the Bi-County Solid Waste Management System; and (vii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, including payment of any bond anticipation notes issued in connection with the foregoing; and (b) payment of costs incident to the issuance and sale of such bonds, there shall be issued bonds of said County in the aggregate principal amount of not to exceed \$10,000,000 which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board that the County Clerk of the County be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$10,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

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

Kellie A. Jackson, County Clerk

Duly passed and approved this 14th day of September, 2015.

Sponsor _____
Commissioner _____
Approved _____
County Mayor

Attested _____
County Clerk

(SEAL)

STATE OF TENNESSEE)

COUNTY OF MONTGOMERY)

I, Kellie A. 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 September 14, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$10,000,000 General Obligation Bonds of said County.

WITNESS my official signature and seal of said County on this the _____ day of _____, 2015.

County Clerk

(SEAL)

The Board of County Commissioners of Montgomery County, Tennessee, met in a regular session on September 14, 2015, at 6:00 p.m., at the Montgomery County Courthouse, Clarksville, Tennessee with Jim Durrett, County Mayor, presiding, and the following members present:

There were absent:

There were also present Jeffrey G. Taylor, Director of Accounts and Budgets, and Kellie A. Jackson, County Clerk.

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by _____, seconded by _____ and after due deliberation, were adopted by the following vote:

AYE:

NAY:

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS OF MONTGOMERY COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-TWO MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$22,800,000), 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.

WHEREAS, counties in Tennessee are authorized by Sections 9-21-101 et seq., and 9-21-901 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to finance public works projects and to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, Montgomery County, Tennessee (the "County") has previously issued and there is currently outstanding its General Obligation School and Public Improvement Bonds, Series 2007, dated August 30, 2007, maturing May 1, 2018 through May 1, 2028, inclusive (the "Outstanding Bonds") issued pursuant to Section 9-21-101 et seq., Tennessee Code Annotated; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of the County has determined that all or a portion of the Outstanding Bonds can be refinanced and will result in a cost savings to the public; and

WHEREAS, in order to provide the funds necessary to accomplish said refunding, it is necessary to issue general obligation refunding bonds of the County; and

WHEREAS, the Governing Body hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide the funds necessary to (a) finance in whole or in part, the (i) the acquisition of land and the design, construction, acquisition, renovation, repair, improvement and equipping of schools, courthouse, parks, downtown plaza, library, jail, parking facilities, port facilities, public safety complex, career center facilities and other County buildings; (ii) the construction, renovation, repair, and improvement of roads, streets, bridges, sidewalks, and greenways; (iii) the acquisition of fire trucks and ambulances; (iv) the acquisition of all property, real and personal, appurtenant to the foregoing; (v) the payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (vi) a loan to the Bi-County Solid Waste Management System; (vii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, including payment of any bond anticipation notes issued in connection with the foregoing; and (b) refinance the Outstanding Bonds; and (c) pay costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, an Initial Resolution proposing the issuance of not to exceed \$10,000,000 in aggregate principal amount of general obligation bonds for the Projects described above was adopted by the Governing Body on the date hereof, and, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, a plan of refunding has been submitted to the Director of State and Local Finance as required by Section 9-21-903, Tennessee Code Annotated, as amended, and said report on the plan of refunding has been issued and 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 not to exceed \$22,800,000 in general obligation refunding and improvement bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon, and providing for the issuance of said bonds in one or more series.

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., and Sections 9-21-901 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means the General Obligation Refunding and Improvement 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) “County” means Montgomery County, Tennessee;

(d) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body;

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

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

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

(h) “Escrow Agent” means U.S. Bank National Association, Nashville, Tennessee, or its successor, appointed by the County Mayor;

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

(j) “Municipal Advisor” for the Bonds authorized herein means Cumberland Securities Company, Inc.;

(k) “Outstanding Bonds” shall have the meaning set forth in the preamble;

(l) “Projects” means (i) the acquisition of land and the design, construction, acquisition, renovation, repair, improvement and equipping of schools, courthouse, parks, downtown plaza, library, jail, parking facilities, port facilities, public safety complex, career center facilities and other County buildings; (ii) the construction, renovation, repair, and improvement of roads, streets, bridges, sidewalks, greenways; (iii) the acquisition of fire trucks and ambulances; (iv) the acquisition of all property, real and personal, appurtenant to the foregoing; (v) the payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (vi) a loan to the Bi-County Solid Waste Management System;

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

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

(o) “Registration Agent” means U.S. Bank National Association, Nashville, Tennessee, acting as the registration and paying agent, or any successor designated by the Governing Body; and

(p) “State Director” shall mean the Director of State and Local Finance for the State of Tennessee.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) The Governing Body makes the following findings with respect to the issuance and sale of the Bonds and the County’s Debt Management Policy: (i) the issuance of the Bonds to refund the Outstanding Bonds is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds; (ii) the refunding of the Outstanding Bonds will result in net present value debt service savings; (iii) the term of the Bonds allocable to the refunding is within the original term of the Outstanding Bonds; (iv) the weighted average maturity of the Bonds allocable to the Projects is less than the weighted average expected life of the related Projects; and (v) the Bonds will not have an optional redemption longer than approximately ten years from their date of issuance

(b) The refunding report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A. The estimated proposed amortization of the Bonds and estimated costs of issuance are attached hereto as Exhibit B. The foregoing estimates are subject to change pursuant to Section 8 hereof.

(c) It is advantageous to the County to deposit proceeds from the sale of the Bonds and other funds of the County, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of and interest on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) refund the Refunded Bonds; (ii) finance the cost of the Projects, including reimbursement to the County for funds previously expended for the Projects; and (iii) 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 not to exceed \$22,800,000. 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 and Improvement 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 April 1 and October 1 in each year, commencing April 1, 2016. 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 April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2016 through 2035, inclusive. Attached hereto as Exhibit A is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on April 1, 2024 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2023 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 affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. 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 Registration Agent 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 AND IMPROVEMENT BOND,
SERIES _____

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 [April 1, 2016], and semi-annually thereafter on the first day of [April] and [October] 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 designated corporate trust office of U.S. Bank National Association, Nashville, Tennessee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. 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 April 1, 201_ through April 1, 202_, inclusive, shall mature without option of prior redemption and Bonds maturing April 1, 202_ and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 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</u> <u>Maturity</u> | <u>Redemption</u> <u>Date</u> | <u>Principal</u> <u>Amount</u> <u>of Bonds</u> <u>Redeemed</u> |
|---------------------------------|----------------------------------|---|
|---------------------------------|----------------------------------|---|

*Final Maturity

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

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed

shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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 (a) refunding its General Obligation School and Public Improvement Bonds, Series 2007, dated August 30, 2007, maturing May 1, 2018 through May 1, 2028, inclusive; (b) financing the: (i) the acquisition of land and the design, construction, acquisition, renovation, repair, improvement and equipping of schools, courthouse, parks, downtown plaza, library, jail, parking facilities, port facilities, public safety complex, career center facilities and other County buildings; (ii) the construction, renovation, repair, and improvement of roads, streets, bridges, sidewalks, greenways; (iii) the acquisition of fire trucks and ambulances; (iv) the acquisition of all property, real and personal, appurtenant to the foregoing; (v) the payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (vi) a loan to the Bi-County Solid Waste Management System; (vii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, including payment of any bond anticipation notes issued in connection with the foregoing; and (c) pay 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, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 14th day of September, 2015 (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) inheritance, transfer and estate taxes, (b) 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 (c) 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 with his manual or facsimile signature and attested by its County Clerk with her manual or [facsimile] signature under an [impression or] [facsimile] of 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
Designated corporate trust office of: U.S. Bank National Association
Nashville, Tennessee

Date of Registration: _____

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

U.S. BANK NATIONAL ASSOCIATION
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 revenues and direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

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

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

(c) 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.

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

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

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

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2016, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds shall not exceed the total amount of Bonds authorized herein and that the final maturity date of any series of Bonds to refund the Refunded Bonds shall not exceed the end of the fiscal year of the final maturity of the Refunded Bonds refunded by such series, and that the final maturity of any Series of Bonds issued for the Projects shall not exceed the end of the twenty-fifth fiscal year following the fiscal year in which such series is issued;

(5) 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;

(6) refinance less than all the Outstanding Bonds to maximize the objectives of refinancing the Outstanding Bonds;

(7) 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

(8) 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.

(e) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding and Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(f) The County 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 permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, or any series thereof the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System.

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

(h) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(i) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

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

(b) 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 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 if the Bonds are issued within the period for distributing notice of

redemption for the Refunded Bonds, then proceeds of the Bonds necessary to redeem the Refunded Bonds may be deposited with the paying agent for the Refunded Bonds; and

(c) the remainder of the proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2015 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and reimburse the County for the prior payment thereof, including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, verification agent, bidding agent, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Project, and the costs of 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. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law and at the discretion of the County Mayor (i) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) deposited to the Construction Fund to the extent needed for the Projects or (iii) transferred to the County's debt service fund to the extent permitted by applicable law. After completion of the Projects any funds remaining in the Construction Fund, including earnings from such investments, shall be deposited to the County's debt service fund, subject to any modifications by the Governing Body.

(d) 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 County Mayor, the Director of Accounts and Budget (the "Director") and the County Clerk, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor, the Director and the County Clerk, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the Director and the County Clerk, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor, the Director and the County Clerk, 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 principal of and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase government securities as provided therein and as authorized under Tennessee law; 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 C is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement. The County Mayor is authorized to engage a bidding agent to assist in the acquisition of securities for the Refunding Escrow Agreement for the purpose of complying with the Code, in the event State and Local Government Series are not available.

Section 12. Notice of Refunding and Notice of Redemption. Prior to the issuance of the Bonds, or any series thereof, if required, notice of the County's intention to refund the Refunded Bonds or notice of redemption of 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 notices shall be in the form consistent with applicable law. The County Mayor, the Director and the County Clerk, or any 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, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, 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. If the Bonds are issued as federally tax-exempt 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. Furthermore, the Governing Body hereby delegates to the Mayor the authority, in consultation with bond counsel and the Municipal Advisor, to determine whether to sell a series of Bonds as federally taxable and to designate and to determine whether to designate, the Bonds as “qualified tax-exempt obligations” as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

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. Qualified Tax-Exempt Obligations. The Governing Body hereby designates any the Bonds, or any series thereof, as “qualified tax-exempt obligations”, to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 17. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101 *et seq.*, Tennessee Code Annotated, is greater than twenty-five (25) years. In no event shall the term of any Bond exceed the reasonably expected economic life of the Projects financed by the proceeds of such Bond.

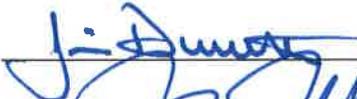
Section 18. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 19. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 20. 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 21. 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 passed and approved this 14th day of September, 2015.

Sponsor 
Commissioner 
Approved _____
County Mayor

Attested _____
County Clerk

EXHIBIT A

REPORT ON PLAN OF REFUNDING

attached

EXHIBIT B

ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

| Estimated Debt Service | | | | |
|------------------------|------------------------|----------|-----------------------|------------------------|
| Date | Principal | Coupon | Interest | Total P+I |
| 06/30/2016 | 350,000.00 | 3.750% | 382,375.01 | 732,375.01 |
| 06/30/2017 | 280,000.00 | 3.750% | 841,875.00 | 1,121,875.00 |
| 06/30/2018 | 1,230,000.00 | 3.750% | 831,375.00 | 2,061,375.00 |
| 06/30/2019 | 1,255,000.00 | 3.750% | 785,250.00 | 2,040,250.00 |
| 06/30/2020 | 1,435,000.00 | 3.750% | 738,187.50 | 2,173,187.50 |
| 06/30/2021 | 1,415,000.00 | 3.750% | 684,375.00 | 2,099,375.00 |
| 06/30/2022 | 1,590,000.00 | 3.750% | 631,312.50 | 2,221,312.50 |
| 06/30/2023 | 1,575,000.00 | 3.750% | 571,687.50 | 2,146,687.50 |
| 06/30/2024 | 1,555,000.00 | 3.750% | 512,625.00 | 2,067,625.00 |
| 06/30/2025 | 1,855,000.00 | 3.750% | 454,312.50 | 2,309,312.50 |
| 06/30/2026 | 1,675,000.00 | 3.750% | 384,750.00 | 2,059,750.00 |
| 06/30/2027 | 1,675,000.00 | 3.750% | 321,937.50 | 1,996,937.50 |
| 06/30/2028 | 1,680,000.00 | 3.750% | 259,125.00 | 1,939,125.00 |
| 06/30/2029 | 655,000.00 | 3.750% | 196,125.00 | 851,125.00 |
| 06/30/2030 | 675,000.00 | 3.750% | 171,562.50 | 846,562.50 |
| 06/30/2031 | 700,000.00 | 3.750% | 146,250.00 | 846,250.00 |
| 06/30/2032 | 725,000.00 | 3.750% | 120,000.00 | 845,000.00 |
| 06/30/2033 | 775,000.00 | 3.750% | 92,812.50 | 867,812.50 |
| 06/30/2034 | 850,000.00 | 3.750% | 63,750.00 | 913,750.00 |
| 06/30/2035 | 850,000.00 | 3.750% | 31,875.00 | 881,875.00 |
| Total | \$22,890,000.00 | - | \$8,221,562.51 | \$31,021,562.51 |

Date And Term Structure

| | |
|-------------------------------------|------------|
| Dated..... | 10/20/2015 |
| First Coupon Date..... | 4/01/2016 |
| Frequency of Interest Payments..... | 2 Per Year |
| First Serial Maturity Date..... | 4/01/2016 |

Yield Statistics

| | |
|--|--------------|
| Average Coupon..... | 3.7500000% |
| Weighted Average Maturity..... | 9.618 Years |
| Bond Year Dollars..... | \$219,241.67 |
| Bond Yield for Arbitrage Purposes..... | 3.7502104% |
| True Interest Cost (TIC)..... | 3.8480785% |

Estimated Total Issue Sources And Uses

Dated 10/20/2015 | Delivered 10/20/2015

| | 2007 Refunding | County Projects | Bi-County Loan | Issue Summary |
|---|------------------------|-----------------------|-----------------------|------------------------|
| Estimated Sources Of Funds | | | | |
| Par Amount of Bonds..... | \$12,800,000.00 | \$8,600,000.00 | \$1,400,000.00 | \$22,800,000.00 |
| Estimated Total Sources..... | \$12,800,000.00 | \$8,600,000.00 | \$1,400,000.00 | \$22,800,000.00 |
| Estimated Uses Of Funds | | | | |
| Estimated Total Underwriter's Discount (Final Discount determined when bids are calculated*)..... | | | | |
| | 109,528.05 | 64,500.00 | 14,507.67 | 188,536.72 |
| Estimated Costs of Issuance..... | 66,726.30 | 41,472.37 | 6,751.33 | 114,950.00 |
| Estimated Deposit to Project Construction Fund..... | - | 8,404,027.63 | 1,378,741.00 | 9,872,768.63 |
| Estimated Deposit to Net Cash Escrow Fund..... | 12,623,744.65 | - | - | 12,623,744.65 |
| Estimated Total Uses..... | \$12,800,000.00 | \$8,600,000.00 | \$1,400,000.00 | \$22,800,000.00 |

* Bids are award based on the lowest True Interest Cost (TIC).

True Interest Cost is a method of computing the interest expense to the issuer of bonds, true interest cost is defined as the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment dates.

Competitive Public Sale provides for open bid process. Every underwriter (Wiley Brothers, Southwest Securities, Duncan-Williams, FTN Financial Capital Markets, Raymond James & Associates, Robert W. Baird, Hutchinson, Shockey, Erley & Co., Sterne, Agee & Leach, Bank of America Merrill Lynch, Vining-Sparks, PNC Capital Markets, SunTrust Banks, Wells Fargo Bank, Goldman Sachs, Stifel Nicolaus, UBS Financial Services, KeyBanc Capital Markets, Citigroup Global Markets, Piper Jaffray, William Blair & Company, Mesrow Financial, J.P. Morgan, Morgan Stanley, Barclays Capital, BOSCO Inc., RBC Capital Markets, Guggenheim Securities, Janney Montgomery Scott, etc.) will have an opportunity to submit a bid. The bonds will be awarded to the firm that has the lowest True Interest Cost (the lowest financing cost to the County)

Estimated Detail Costs Of Issuance

Dated 10/20/2015 | Delivered 10/20/2015

ESTIMATED COSTS OF ISSUANCE DETAIL

| | |
|--|---------------------|
| Financial Advisor (Cumberland Securities)..... | \$49,950.00 |
| Accounting Fees (Verification Report)..... | \$2,500.00 |
| Bond Counsel (Bass, Berry & Sims)..... | \$30,000.00 |
| Paying Agent Fees..... | \$1,250.00 |
| Rating Agency Fee (Standard & Poor's)..... | \$15,750.00 |
| POS Official Statement..... | \$4,950.00 |
| POS Publication (www.prospectushub.com)..... | \$1,000.00 |
| Escrow Bidding Agent..... | \$5,000.00 |
| Miscellaneous..... | \$4,550.00 |
| ESTIMATED TOTAL..... | \$114,950.00 |

EXHIBIT C

FORM OF REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the _____ day of _____, 2015 by and between Montgomery County, Tennessee (the "County"), and U.S. Bank National Association, Nashville, Tennessee (the "Agent").

W I T N E S S E T H:

WHEREAS, the County has previously issued its General Obligation School and Public Improvement Bonds, Series 2007, dated August 30, 2007, maturing May 1, 2018 through May 1, 2028, inclusive (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 and Improvement Bonds, Series [2015] (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 U.S. Bank National Association, Nashville, Tennessee, 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 April 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 April 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 [2013A] 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
Montgomery County Courthouse
Clarksville, TN 37040
Attn: County Mayor

To the Agent:

U.S. Bank National Association
Global Corporate Trust Department
333 Commerce Street, Suite 800
Nashville, Tennessee 37201

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

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Title: _____

EXHIBIT A

Montgomery County, Tennessee

Debt Service of General Obligation School and Public Improvement Bonds, Series 2007, dated August 30, 2007, maturing May 1, 2018 through May 1, 2028, inclusive in the original aggregate principal amount of \$ _____ to the Redemption Date

Paying Agent: U.S. Bank National Association
(successor to Deutsche Bank National Trust Company)

EXHIBIT B

Government Securities

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities: \$ _____
Initial Cash Deposit: \$ _____

EXHIBIT C

NOTICE OF REDEMPTION
MONTGOMERY COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Montgomery County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on [May 1, 2017] all the County's outstanding bonds (the "Outstanding Bonds") as follows:

General Obligation School and Public Improvement Bonds, Series 2007, dated August 30, 2007, maturing May 1, 2018 through May 1, 2028, inclusive

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Cusip No.</u> |
|----------------------|-------------------------|----------------------|------------------|
|----------------------|-------------------------|----------------------|------------------|

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U. S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

If by Mail: (REGISTERED BONDS)

U.S. Bank
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55164-0111

If by Hand or Overnight Mail:

U.S. Bank
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

The redemption price will become due and payable on May 1, 2017, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond May 1, 2017.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. Bank National Association
Registration and Paying Agent

EXHIBIT D

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

September __, 2015

Montgomery County, Tennessee
Montgomery County Courthouse
Clarksville, Tennessee
Attention: Jim Durrett, County Mayor

Re: Issuance of Not to Exceed \$22,800,000 in Aggregate Principal Amount of General Obligation Refunding and Improvement Bonds.

Dear 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" or the "County"), 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 certain outstanding bonds of the Issuer and to fund the Projects identified in the resolution authorizing the Bonds adopted on September 14, 2015 (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, if any, and review the bond purchase agreement, if sold at negotiated sale.

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

ATTORNEY-CLIENT RELATIONSHIP

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

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

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We are currently representing a client in an unrelated matter that is adverse to the County that has been discussed with you and the County's counsel and we would not be able to represent the County in matters relating thereto. We do not believe the foregoing representations will adversely affect our ability to represent the County as provided in this letter, either because such matters are or will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of the County, 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 County's waiver and 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 financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$30,000 for the Bonds. 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. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds 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 respective Closings 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 signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee to the extent permitted by applicable law.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

MONTGOMERY COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Jim Durrett, County Mayor

By: _____
Karen Neal, Member

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 September 14, 2015; 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 and Improvement Bonds.

WITNESS my official signature and seal of said County this ____ day of _____, 2015.

County Clerk

(SEAL)

The Board of County Commissioners of Montgomery County, Tennessee, met in regular session at the Montgomery County Courthouse, Clarksville, Tennessee, at 6:00 p.m. on September 14, 2015, with Jim Durrett, County Mayor, presiding, and the following members present:

There were absent:

There were also present Jeffrey G. Taylor, Director of Accounts and Budgets and Kellie Jackson, County Clerk.

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

EXHIBIT A



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET, SUITE 1600
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

September 2, 2015

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

Dear Mayor Durrett and Commissioners:

This letter, report, and plan of refunding (the "Plan"), are to be posted on Montgomery County's (the "County") website. Please make these documents available to the public and provide a copy of this report to each Commissioner at the next meeting of the County's Board of Commissioners.

This letter acknowledges receipt on August 28, 2015, of the County's request to review the Plan for the issuance of an estimated \$12,785,000 General Obligation Refunding Bonds, Series 2015B, (the "Refunding Bonds") to advance refund an estimated \$11,650,000 General Obligation School and Public Improvement Bonds, Series 2007 (the "Refunded Bonds").

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

BALLOON INDEBTEDNESS

Because the proposed debt to be issued is secured solely by a general obligation pledge and the City has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better, the balloon indebtedness statute is not applicable to this debt issuance.

FINANCIAL PROFESSIONALS

The County has reported Cumberland Securities Company, Inc. as its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act

in the County's best interest without regard to their own or other interests. The Plan was prepared by the County with the assistance of its municipal advisor.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The Refunding Bonds are being issued to achieve net present value debt service savings.

COMPLIANCE WITH THE COUNTY'S DEBT MANAGEMENT POLICY

The County provided a copy of its debt management policy, and within forty-five (45) days of issuance of the Refunding Bonds, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

REPORT OF THE REVIEW OF A PLAN OF REFUNDING

This letter, report, and the Plan are to be posted on the County's website, if there is one. The same report is to be provided to each member of the County Commission and reviewed at the public meeting at which the proposed refunding bond resolution will be presented.

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.

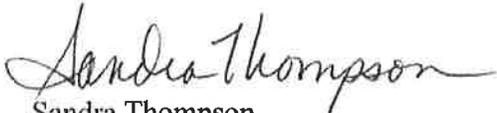
We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed

with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

Report on Debt Obligation

We are enclosing the Form CT-0253, Report on Debt Obligation. The form must be completed for all debt issued. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the County no later than forty-five days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to stateandlocalfinance.publicdebtform@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. The form can be found at comptroller.tn.gov/sl/pubdebt.asp.

Sincerely,



Sandra Thompson
Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Scott Gibson, Cumberland Securities Company, Inc.
Mr. John Werner, Cumberland Securities Company, Inc.
Ms. Karen Neal, Bass Berry & Sims

Enclosures (2): Report of the Director of the Office of State & Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015B
MONTGOMERY COUNTY, TENNESSEE**

Montgomery County (the "County") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding an issuance of an estimated \$12,785,000 General Obligation Refunding Bonds, Series 2015B, (the "Refunding Bonds") to advance refund an estimated \$11,650,000 General Obligation School and Public Improvement Bonds, Series 2007 (the "Refunded Bonds").

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

BALLOON INDEBTEDNESS

Because the proposed debt to be issued is secured solely by a general obligation pledge and the City has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better, the balloon indebtedness statute is not applicable to this debt issuance.

COUNTY'S PROPOSED REFUNDING OBJECTIVE

The County indicated its purpose for the refunding is to achieve net present value debt service savings.

REFUNDING ANALYSIS

- The results of the refunding are based on the assumption that \$12,785,000 Refunding Bonds will be sold by competitive sale and priced at par.
- The estimated net present value savings of the refunding is \$793,815 or 6.81% of the refunded principal amount of \$11,650,000.
- The savings are generated by reducing the average coupon of the Refunded Bonds from 4.75% to an average coupon of 2.40% for the Refunding Bonds.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$196,255 or \$15.35 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

Table 1
Costs of Issuance of Refunding Bonds

| | Amount | Price per \$1,000 bond |
|---|----------------------|------------------------|
| Underwriter's Discount (TBD by competitive sale) | \$ 98,510.35 | \$ 7.71 |
| Municipal Advisor (Cumberland Securities Company, Inc.) | 44,500.00 | 3.48 |
| Bond Counsel (Bass Berry & Sims) | 20,000.00 | 1.56 |
| Rating Agency Fees | 18,000.00 | 1.41 |
| Other Costs | <u>15,245.00</u> | <u>1.19</u> |
| Total Cost of Issuance | <u>\$ 196,255.35</u> | <u>\$ 15.35</u> |

The County has identified Cumberland Securities Company, Inc. as its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

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

If all of the Refunded Bonds are not refunded as a part of the Refunding Bonds, and the County wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.

A handwritten signature in cursive script, appearing to read "Sandra Thompson".

Sandra Thompson
Director of the Office of State and Local Finance
Date: September 2, 2015

**RESOLUTION TO INCREASE THE STIPEND FOR MOBILE DEVICE USAGE BY
RECOMMENDATION OF THE INFORMATION SYSTEMS COMMITTEE**

WHEREAS, with the advent of current technology, many county departments benefit from the utilization of various mobile devices in day-to-day operations; and

WHEREAS, this Board of County Commissioners adopted a Personal Mobile Device Acceptable Use Policy per Resolution 12-2-1 which stated Montgomery County may reimburse employees for phone/data plans if they choose to purchase their own mobile devices and that users would be paid a stipend of \$50 per month to cover basic mobile network usage costs and/or phone plan; and

WHEREAS, the Information Systems Committee met on May 20, 2015, and recommended that the monthly stipend be raised to \$75 per month and that each Elected Official or Department Head would determine reimbursement eligibility based on job duties and mobility requirements.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled on this 14th day of September, 2015, that the stipend for mobile network usage increase from \$50 per month to \$75 per month is approved.

Duly passed and approved this 14th day of September, 2015.

Sponsor Kurt M. Bryant

Commissioner Jeanette Hays

Approved _____
County Mayor

Attested _____
County Clerk

**RESOLUTION TO AMEND THE BUDGETS
OF VARIOUS FUNDS FOR FISCAL YEAR 2016
IN CERTAIN AREAS OF REVENUES AND EXPENDITURES**

WHEREAS, the Director of Accounts and Budgets has performed continuing reviews of the status of funding needs and the receipts of revenues anticipated in support of the various budgets; and

WHEREAS, the County Commission desires to appropriate funding to these expenditure accounts from various sources including revenues, designated fund balances, and/or other sources within the funds in which those accounts operate.

NOW THEREFORE BE IT RESOLVED, by the Montgomery County Board of Commissioners, assembled in regular business session this 14th day of September, 2015, that the budgets for various funds for FY16 be amended as to revenues and expenditures, according to the attached Account Schedule 1.

Duly passed and approved this 14th day of September, 2015.

Sponsor Jeffrey D. Taylor

Commissioner Robert G. Nichols

Approved _____
County Mayor

Attested _____
County Clerk

Montgomery County Government

Schedule 1

General Fund Budget

| <i>2015-2016 Budget as of 7/23/15</i> | <i>Proposed Increase (Decrease)</i> | <i>2015-2016 Amended Budget</i> |
|---|---|---|
|---|---|---|

ESTIMATED REVENUES

Local Taxes

| | | | |
|--|-------------------|----------|-------------------|
| 40110 CURRENT PROPERTY TAX | 43,423,000 | - | 43,423,000 |
| 40120 TRUSTEE'S COLLECTIONS - PYR | 1,300,000 | - | 1,300,000 |
| 40125 TRUSTEE'S COLLECTIONS - BANKRUPTCY | 30,000 | - | 30,000 |
| 40140 INTEREST & PENALTY | 300,000 | - | 300,000 |
| 40161 PMTS IN LIEU OF TAXES - T.V.A. | 763 | - | 763 |
| 40162 PMTS IN LIEU OF TAXES -UTILITY | 1,030,000 | - | 1,030,000 |
| 40163 PMTS IN LIEU OF TAXES - OTHER | 768,465 | - | 768,465 |
| 40220 HOTEL/MOTEL TAX | 1,500,000 | - | 1,500,000 |
| 40250 LITIGATION TAX - GENERAL | 402,000 | - | 402,000 |
| 40260 LITIGATION TAX-SPECIAL PURPOSE | 75,000 | - | 75,000 |
| 40270 BUSINESS TAX | 1,000,000 | - | 1,000,000 |
| 40320 BANK EXCISE TAX | 115,000 | - | 115,000 |
| 40330 WHOLESALE BEER TAX | 420,000 | - | 420,000 |
| 40350 INTERSTATE TELECOMMUNICATIONS | 3,000 | - | 3,000 |
| Total Local Taxes | 50,367,228 | - | 50,367,228 |

Licenses and Permits

| | | | |
|-----------------------------------|----------------|----------|----------------|
| 41120 ANIMAL REGISTRATION | 35,000 | - | 35,000 |
| 41130 ANIMAL VACCINATION | 4,500 | - | 4,500 |
| 41140 CABLE TV FRANCHISE | 200,000 | - | 200,000 |
| 41520 BUILDING PERMITS | 350,000 | - | 350,000 |
| 41540 PLUMBING PERMITS | 8,000 | - | 8,000 |
| 41590 OTHER PERMITS | 56,000 | - | 56,000 |
| Total Licenses and Permits | 653,500 | - | 653,500 |

Fines, Forfeitures and Penalties

| | | | |
|---|----------------|----------|----------------|
| 42110 FINES | 6,500 | - | 6,500 |
| 42120 OFFICERS COSTS | 24,000 | - | 24,000 |
| 42141 DRUG COURT FEES | 3,000 | - | 3,000 |
| 42150 JAIL FEES CIRCUIT COURT | 30,255 | - | 30,255 |
| 42190 DATA ENTRY FEES -CIRCUIT COURT | 16,250 | - | 16,250 |
| 42191 COURTROOM SECURITY - CIRCUIT | 9,000 | - | 9,000 |
| 42192 CIRCUIT COURT VICTIMS ASSESS | 5,000 | - | 5,000 |
| 42310 FINES | 115,000 | - | 115,000 |
| 42311 FINES - LITTERING | 750 | - | 750 |
| 42320 OFFICERS COSTS | 183,000 | - | 183,000 |
| 42330 GAME & FISH FINES | 1,000 | - | 1,000 |
| 42341 DRUG COURT FEES | 20,000 | - | 20,000 |
| 42350 JAIL FEES GENERAL SESSIONS | 280,000 | - | 280,000 |
| 42380 DUI TREATMENT FINES | 30,000 | - | 30,000 |
| 42390 DATA ENTRY FEE-GENERAL SESS | 48,500 | - | 48,500 |
| 42392 GEN SESSIONS VICTIM ASSESSMNT | 67,000 | - | 67,000 |
| 42420 OFFICER COSTS | 2,000 | - | 2,000 |
| 42450 JAIL FEES | 30,000 | - | 30,000 |
| 42520 OFFICERS COSTS | 30,000 | - | 30,000 |
| 42530 DATA ENTRY FEE -CHANCERY COURT | 3,000 | - | 3,000 |
| 42610 FINES | 2,500 | - | 2,500 |
| 42641 DRUG COURT FEES | 20,000 | - | 20,000 |
| 42900 OTHER FINES/FORFEITURE/PENALTY | 3,900 | - | 3,900 |
| Total Fines, Forfeitures and Penalties | 930,655 | - | 930,655 |

Charges for Current Services

| | | | |
|--------------------------------------|-----------|---|-----------|
| 43120 PATIENT CHARGES | 5,300,000 | - | 5,300,000 |
| 43140 ZONING STUDIES | 4,500 | - | 4,500 |
| 43190 OTHER GENERAL SERVICE CHARGES | 50,000 | - | 50,000 |
| 43340 RECREATION FEES | 6,000 | - | 6,000 |
| 43350 COPY FEES | 5,950 | - | 5,950 |
| 43365 ARCHIVE AND RECORD MANAGEMENT | 388,050 | - | 388,050 |
| 43366 GREENBELT LATE APPLICATION FEE | 300 | - | 300 |
| 43370 TELEPHONE COMMISSIONS | 105,000 | - | 105,000 |

Montgomery County Government

Schedule 1

General Fund Budget

| | <i>2015-2016 Budget as of 7/23/15</i> | <i>Proposed Increase (Decrease)</i> | <i>2015-2016 Amended Budget</i> | |
|--|---|---|---|--|
| 43380 VENDING MACHINE COLLECTIONS | 55,000 | - | 55,000 | |
| 43392 DATA PROCESSING FEES -REGISTER | 75,000 | - | 75,000 | |
| 43393 PROBATION FEES | 27,000 | - | 27,000 | |
| 43394 DATA PROCESSING FEES - SHERIFF | 30,000 | - | 30,000 | |
| 43395 SEXUAL OFFENDER FEE - SHERIFF | 12,000 | - | 12,000 | |
| 43396 DATA PROCESSING FEE-COUNTY CLK | 12,000 | - | 12,000 | |
| 43990 OTHER CHARGES FOR SERVICES | 4,200 | - | 4,200 | |
| Total Charges for Current Services | 6,075,000 | - | 6,075,000 | |
| Other Local Revenues | | | | |
| 44110 INTEREST EARNED | 600,000 | - | 600,000 | |
| 44120 LEASE/RENTALS | 580,658 | - | 580,658 | |
| 44140 SALE OF MAPS | 1,000 | - | 1,000 | |
| 44170 MISCELLANEOUS REFUNDS | 215,588 | - | 215,588 | |
| 101-54490-00000-54-44170-G1450 | - | 5,015 | 5,015 | FY14 HOMELAND SECURITY GRANT REBATE CARRYFORWARD |
| 44570 CONTRIBUTIONS & GIFTS | 9,688 | - | 9,688 | |
| 44990 OTHER LOCAL REVENUES | 694,455 | - | 694,455 | |
| Total Other Local Revenues | 2,101,389 | 5,015 | 2,106,404 | |
| Fees Received from County Officials | | | | |
| 45510 COUNTY CLERK | 1,500,000 | - | 1,500,000 | |
| 45520 CIRCUIT COURT CLERK | 985,000 | - | 985,000 | |
| 45540 GENERAL SESSIONS COURT CLERK | 1,390,000 | - | 1,390,000 | |
| 45550 CLERK & MASTER | 360,000 | - | 360,000 | |
| 45580 REGISTER | 1,000,000 | - | 1,000,000 | |
| 45590 SHERIFF | 33,000 | - | 33,000 | |
| 45610 TRUSTEE | 3,000,000 | - | 3,000,000 | |
| Fees Received from County Officials | 8,268,000 | - | 8,268,000 | |
| State of Tennessee | | | | |
| 46110 JUVENILE SERVICES PROGRAM | 96,000 | - | 96,000 | |
| 46210 LAW ENFORCEMENT TRAINING PROG | 62,400 | - | 62,400 | |
| 43430 LITTER PROGRAM | - | - | - | |
| 101-64000-00000-64-46430 | 82,700 | 12,100 | 70,600 | FY16 LITTER GRANT ADJUSTMENT |
| 46810 FLOOD CONTROL | 330 | - | 330 | |
| 46830 BEER TAX | 17,500 | - | 17,500 | |
| 46835 VEHICLE CERTIFICATE OF TITLE | 21,000 | - | 21,000 | |
| 46840 ALCOHOLIC BEVERAGE TAX | 200,000 | - | 200,000 | |
| 46851 STATE REVENUE SHARING - T.V.A. | 1,676,247 | - | 1,676,247 | |
| 46880 BOARD OF JURORS | 5,000 | - | 5,000 | |
| 46890 PRISONER TRANSPORTATION | 22,000 | - | 22,000 | |
| 46915 CONTRACTED PRISONER BOARDING | 1,380,000 | - | 1,380,000 | |
| 46960 REGISTRAR'S SALARY SUPPLEMENTS | 15,164 | - | 15,164 | |
| 46980 OTHER STATE GRANTS | 3,319,002 | - | 3,319,002 | |
| 46990 OTHER STATE REVENUES | 27,000 | - | 27,000 | |
| Total State of Tennessee | 6,924,343 | 12,100 | 6,912,243 | |
| Federal Revenue | | | | |
| 47235 HOMELAND SECURITY GRANTS | 74,350 | - | 74,350 | |
| 101-54490-00000-54-47235-G1450 | - | 114,187 | 114,187 | FY14 HOMELAND SECURITY GRANT CARRYFORWARD |
| 47590 OTHER FEDERAL THROUGH STATE | 11,000 | - | 11,000 | |
| 101-53500-00000-53-47590-G1502 | - | 82,522 | 82,522 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-54110-00000-54-47590-G1530 | - | 15,406 | 15,406 | CLICK IT OR TICKET X GRANT CARRYFORWARD |
| 101-54110-00000-54-47590-G1560 | - | 5,343 | 5,343 | FY15 BYRNE JAG GRANT CARRYFORWARD |
| 47700 ASSET FORFEITURE FUNDS | 2,000 | - | 2,000 | |
| 47990 OTHER DIRECT FEDERAL REVENUE | 20,000 | - | 20,000 | |
| Total Federal Revenue | 107,350 | 217,458 | 324,808 | |
| Federal Revenue | | | | |
| 48130 CONTRIBUTIONS | 132,000 | - | 132,000 | |
| 101-51500-00000-51-48130 | - | 85,000 | 85,000 | ELECTION COMMISSION |
| 48610 DONATIONS | 49,660 | - | 49,660 | |

Montgomery County Government
Schedule 1
General Fund Budget

| | <i>2015-2016 Budget as of 7/23/15</i> | <i>Proposed Increase (Decrease)</i> | <i>2015-2016 Amended Budget</i> | |
|---------------------------------------|---|---|---|--|
| Total Federal Revenue | 181,660 | 85,000 | 266,660 | |
| Non-Revenue Sources | | | | |
| 49700 INSURANCE RECOVERY | 8,500 | - | 8,500 | |
| 49800 OPERATING TRANSFERS | 313,514 | - | 313,514 | |
| 101-53610-00000-53-49800-G1501 | - | 870 | 870 | ICARE GRANT CARRYFORWARD-PUBLIC DEFENDER |
| 101-54110-00000-54-49800 | 37,650 | 46,000 | 83,650 | DATA PROCESSING RESERVE-SHERIFFS OFFICE |
| 101-54110-00000-54-49800-P0010 | - | 25,981 | 25,981 | DRMO RESERVE-SHERIFFS OFFICE |
| 101-54210-00000-54-49800-G1580 | - | 3,353 | 3,353 | FY15 SCAAP GRANT CARRYFORWARD-JAIL |
| 101-55110-00000-55-49800-G1340 | - | 98,310 | 98,310 | TOBACCO SETTLEMENT GRANT CARRYFORWARD-HEALTH DEPT. |
| Total Non-Revenue Sources | 359,664 | 174,514 | 534,178 | |
| TOTAL GENERAL FUND REVENUES | 75,968,789 | 469,888 | 76,438,677 | |

Montgomery County Government

Schedule 1

General Fund Budget

| 2015-2016 Budget as of 07/23/2015 | Proposed Increase (Decrease) | 2015-2016 Amended Budget |
|---|------------------------------------|--------------------------------|
|---|------------------------------------|--------------------------------|

| | | | | |
|-------------------------------------|-----------|--------|-----------|---|
| 51100 COUNTY COMMISSION | 325,410 | - | 325,410 | |
| 51210 BOARD OF EQUALIZATION | 4,841 | - | 4,841 | |
| 51220 BEER BOARD | 4,845 | - | 4,845 | |
| 51240 OTHER BOARDS & COMMITTEES | 4,038 | - | 4,038 | |
| 51300 COUNTY MAYOR | 473,455 | - | 473,455 | |
| 51310 HUMAN RESOURCES | 375,676 | - | 375,676 | |
| 51400 COUNTY ATTORNEY | 60,000 | - | 60,000 | |
| 51500 ELECTION COMMISSION | 630,299 | - | 630,299 | |
| 51600 REGISTER OF DEEDS | 454,427 | - | 454,427 | |
| 51720 PLANNING | 305,369 | - | 305,369 | |
| 51730 BUILDING | 188,528 | - | 188,528 | |
| 51750 CODES COMPLIANCE | 696,714 | - | 696,714 | |
| 51760 GEOGRAPHICAL INFO SYSTEMS | 185,367 | - | 185,367 | |
| 51800 COUNTY BUILDINGS | 1,968,036 | - | 1,968,036 | |
| 51810 COURTS COMPLEX | 1,002,254 | - | 1,002,254 | |
| 51900 OTHER GENERAL ADMINISTRATION | 606,172 | - | 606,172 | |
| 51910 ARCHIVES | 164,920 | - | 164,920 | |
| 52100 ACCOUNTS & BUDGETS | 646,614 | - | 646,614 | |
| 52200 PURCHASING | 294,120 | - | 294,120 | |
| 52300 PROPERTY ASSESSOR'S OFFICE | 994,473 | - | 994,473 | |
| 52400 COUNTY TRUSTEES OFFICE | 598,966 | - | 598,966 | |
| 52500 COUNTY CLERK'S OFFICE | 2,058,262 | - | 2,058,262 | |
| 52600 INFORMATION SYSTEMS | 1,911,827 | - | 1,911,827 | |
| 52900 OTHER FINANCE | 56,550 | - | 56,550 | |
| 53100 CIRCUIT COURT CLERK | 2,990,195 | - | 2,990,195 | |
| 53300 GENERAL SESSIONS COURT | 690,039 | - | 690,039 | |
| 53330 DRUG COURT | 70,000 | - | 70,000 | |
| 53400 CHANCERY COURT | 532,891 | - | 532,891 | |
| 53500 JUVENILE COURT | 1,105,651 | - | 1,105,651 | |
| 101-53500-00000-53-51110-G1502 | - | 28,396 | 28,396 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-52010-G1502 | - | 1,766 | 1,766 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-52040-G1502 | - | 5,488 | 5,488 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-52060-G1502 | - | 40 | 40 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-52070-G1502 | - | 12,844 | 12,844 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-52120-G1502 | - | 437 | 437 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-53070-G1502 | - | 1,000 | 1,000 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-53160-G1502 | - | 13,517 | 13,517 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-53490-G1502 | - | 126 | 126 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-53550-G1502 | - | 10,969 | 10,969 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-53990-G1502 | - | 746 | 746 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-54130-G1502 | - | 3,013 | 3,013 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-54350-G1502 | - | 65 | 65 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-57110-G1502 | - | 2,121 | 2,121 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 101-53500-00000-53-57990-G1502 | - | 1,187 | 1,187 | VETERANS TREATMENT COURT GRANT CARRYFORWARD |
| 53600 DISTRICT ATTORNEY GENERAL | 59,750 | - | 59,750 | |
| 53610 OFFICE OF PUBLIC DEFENDER | 7,313 | - | 7,313 | |
| 101-53610-00000-53-57090-G1501 | - | 870 | 870 | ICARE GRANT CARRYFORWARD |
| 53700 JUDICIAL COMMISSIONERS | 235,984 | - | 235,984 | |
| 53900 OTHER ADMINISTRATION/ JUSTICE | 92,702 | - | 92,702 | |
| 53910 ADULT PROBATION SERVICES | 943,505 | - | 943,505 | |
| 54110 SHERIFF'S DEPARTMENT | 9,410,337 | - | 9,410,337 | |
| 101-54110-00000-54-51680 | - | 43,509 | 43,509 | TEMPORARY PERSONNEL-APPROVED BUT NOT BUDGETED (VETERANS PLAZA SECURITY) |
| 101-54110-00000-54-57090 | 54,780 | 46,000 | 100,780 | INSTALL WIRELESS SECURE WI-FI-SHERIFFS OFFICE DATA PROCESSING RESERVE |
| 101-54110-00000-54-51870-G1530 | - | 10,420 | 10,420 | CLICK IT OR TICKET X GRANT CARRYFORWARD |
| 101-54110-00000-54-52010-G1530 | - | 686 | 686 | CLICK IT OR TICKET X GRANT CARRYFORWARD |
| 101-54110-00000-54-52040-G1530 | - | 1,620 | 1,620 | CLICK IT OR TICKET X GRANT CARRYFORWARD |
| 101-54110-00000-54-52120-G1530 | - | 161 | 161 | CLICK IT OR TICKET X GRANT CARRYFORWARD |
| 101-54110-00000-54-53550-G1530 | - | 400 | 400 | CLICK IT OR TICKET X GRANT CARRYFORWARD |
| 101-54110-00000-54-54990-G1530 | - | 1,000 | 1,000 | CLICK IT OR TICKET X GRANT CARRYFORWARD |

Montgomery County Government

Schedule 1

General Fund Budget

| | <i>2015-2016 Budget as of 07/23/2015</i> | <i>Proposed Increase (Decrease)</i> | <i>2015-2016 Amended Budget</i> | |
|--|--|---|---|---|
| 101-54110-00000-54-57990-G1530 | - | 1,119 | 1,119 | CLICK IT OR TICKET X GRANT CARRYFORWARD |
| 101-54110-00000-54-53070-G1560 | - | 5,343 | 5,343 | FY15 BYRNE JAG GRANT CARRYFORWARD |
| 101-54110-00000-54-51870-P0010 | - | 5,725 | 5,725 | OVERTIME-DRMO RESERVE |
| 101-54110-00000-54-52010-P0010 | - | 372 | 372 | SOCIAL SECURITY-DRMO RESERVIE |
| 101-54110-00000-54-52040-P0010 | - | 877 | 877 | STATE RETIREMENT-DRMO RESERVE |
| 101-54110-00000-54-52120-P0010 | - | 87 | 87 | MEDICARE-DRMO RESERVE |
| 101-54110-00000-54-53990-P0010 | - | 9,420 | 9,420 | OTHER CONTRACTED SERVICES-DRMO RESERVE |
| 101-54110-00000-54-54990-P0010 | - | 7,500 | 7,500 | OTHER SUPPLIES & MATERIALS-DRMO RESERVE |
| 101-54110-00000-54-57990-P0010 | - | 2,000 | 2,000 | OTHER CAPITAL OUTLAY-DRMO RESERVE |
| 54120 SPECIAL PATROLS | 2,184,283 | - | 2,184,283 | |
| 54160 SEXUAL OFFENDER REGISTRY | 12,760 | - | 12,760 | |
| 54210 JAIL | 13,189,828 | - | 13,189,828 | |
| 101-54210-00000-54-54990-G1580 | - | 3,353 | 3,353 | FY15 SCAAP GRANT CARRYFORWARD |
| 54220 WORKHOUSE | 1,763,450 | - | 1,763,450 | |
| 54230 COMMUNITY CORRECTIONS | 493,802 | - | 493,802 | |
| 54240 JUVENILE SERVICES | 141,179 | - | 141,179 | |
| 54310 FIRE PREVENTION & CONTROL | 240,467 | - | 240,467 | |
| 54410 EMERGENCY MANAGEMENT | 484,193 | - | 484,193 | |
| 54490 OTHER EMERGENCY MANAGEMENT | - | - | - | |
| 101-54490-00000-54-54990-G1450 | - | 1,500 | 1,500 | FY14 HOMELAND SECURITY GRANT CARRYFORWARD |
| 101-54490-00000-54-57080-G1450 | - | 22,247 | 22,247 | FY14 HOMELAND SECURITY GRANT CARRYFORWARD |
| 101-54490-00000-54-57990-G1450 | - | 88,318 | 88,318 | FY14 HOMELAND SECURITY GRANT CARRYFORWARD |
| 54610 COUNTY CORONER / MED EXAMINER | 215,000 | - | 215,000 | |
| 55110 HEALTH DEPARTMENT | 218,472 | - | 218,472 | |
| 101-55110-00000-55-51680-G1340 | - | 18,940 | 18,940 | TOBACCO SETTLEMENT GRANT CARRYFORWARD |
| 101-55110-00000-55-52010-G1340 | - | 1,176 | 1,176 | TOBACCO SETTLEMENT GRANT CARRYFORWARD |
| 101-55110-00000-55-52120-G1340 | - | 275 | 275 | TOBACCO SETTLEMENT GRANT CARRYFORWARD |
| 101-55110-00000-55-53020-G1340 | - | 42,591 | 42,591 | TOBACCO SETTLEMENT GRANT CARRYFORWARD |
| 101-55110-00000-55-53550-G1340 | - | 3,000 | 3,000 | TOBACCO SETTLEMENT GRANT CARRYFORWARD |
| 101-55110-00000-55-53990-G1340 | - | 14,354 | 14,354 | TOBACCO SETTLEMENT GRANT CARRYFORWARD |
| 101-55110-00000-55-54990-G1340 | - | 17,975 | 17,975 | TOBACCO SETTLEMENT GRANT CARRYFORWARD |
| 55120 RABIES & ANIMAL CONTROL | 730,203 | - | 730,203 | |
| 55130 AMBULANCE SERVICE | 9,963,526 | - | 9,963,526 | |
| 55190 OTHER LOCAL HLTH SRVCS (WIC) | 2,773,200 | - | 2,773,200 | |
| 55310 REGIONAL MENTAL HEALTH CENTER | 10,000 | - | 10,000 | |
| 55390 APPROPRIATION TO STATE | 216,429 | - | 216,429 | |
| 55590 OTHER LOCAL WELFARE SERVICES | 29,175 | - | 29,175 | |
| 55900 OTHER PUBLIC HEALTH & WELFARE | 12,500 | - | 12,500 | |
| 56500 LIBRARIES | 1,914,836 | - | 1,914,836 | |
| 56700 PARKS & FAIR BOARDS | 770,697 | - | 770,697 | |
| 56900 OTHER SOCIAL, CULTURAL & REC | 9,688 | - | 9,688 | |
| 57100 AGRICULTURAL EXTENSION SERVICE | 400,456 | - | 400,456 | |
| 57300 FOREST SERVICE | 2,000 | - | 2,000 | |
| 57500 SOIL CONSERVATION | 33,563 | - | 33,563 | |
| 58110 TOURISM | 1,466,667 | - | 1,466,667 | |
| 58120 INDUSTRIAL DEVELOPMENT | 640,404 | - | 640,404 | |
| 58220 AIRPORT | 220,260 | - | 220,260 | |
| 58300 VETERAN'S SERVICES | 444,987 | - | 444,987 | |
| 58400 OTHER CHARGES | 1,968,401 | - | 1,968,401 | |
| 58500 CONTRIBUTION TO OTHER AGENCIES | 384,150 | - | 384,150 | |
| 58600 EMPLOYEE BENEFITS | 457,900 | - | 457,900 | |
| 58900 MISC-CONT RESERVE | 15,500 | - | 15,500 | |
| 64000 LITTER & TRASH COLLECTION | 117,563 | - | 117,563 | |
| 101-64000-00000-64-54990 | - | 17,600 | 17,600 | FY16 LITTER GRANT ADJUSTMENT |
| 99100 OPERATING TRANSFERS | - | - | - | |
| Total General Fund Expenditures | 71,729,849 | 450,150 | 72,179,999 | |

Increase (Decrease) in Budgeted Fund Balance

19,737

Montgomery County Government
Schedule 1
Highway Fund Budget

| <i>2015-2016 Budget as of 8/7/2015</i> | <i>Proposed Increase (Decrease)</i> | <i>2015-2016 Amended Budget</i> |
|--|---|---|
|--|---|---|

| | | | | |
|---|------------------|------------------|------------------|--|
| 131-00000-00000-00-55900 | - | 275,000 | 275,000 | GRANT MATCH-RESOLUTION 14-2-3 |
| 61000 - ADMINISTRATION | 429,006 | - | 429,006 | |
| 62000 - HIGHWAY & BRIDGE MAINTENACE | 4,599,125 | - | 4,599,125 | |
| 63100 - OPERATION & MAINT OF EQUIPMENT | 1,233,190 | - | 1,233,190 | |
| 63600 - TRAFFICE CONTROL | 505,648 | - | 505,648 | |
| 65000 - OTHER CHARGES | 559,953 | - | 559,953 | |
| 66000 - EMPLOYEE BENEFITS | 60,000 | - | 60,000 | |
| 68000 - CAPITAL OUTLAY | 1,598,664 | - | 1,598,664 | |
| 131-68000-00000-68-57080 | 2,500 | 42,446 | 44,946 | RADIOS; CURRENT RADIOS ARE ANALOG & NO LONGER WORK |
| 82220 - HIGHWAY & STREETS | 7,000 | - | 7,000 | |
| TOTAL HIGHWAY FUND EXPENDITURES | 8,995,086 | 317,446 | 9,312,532 | |
| Increase (Decrease) in Budgeted Fund Balance | | (317,446) | | |

**RESOLUTION TO ACCEPT ADDITIONAL GRANT FUNDS FROM THE STATE OF
TENNESSEE DEPARTMENT OF TRANSPORTATION FOR A CUMBERLAND
RIVER WATERWAY INTERMODAL FACILITY**

WHEREAS, an original grant amount of \$1,000,000.00 was accepted from the Tennessee Department of Transportation (TDOT) by Montgomery County in August of 2015 via a Contract between the State of Tennessee Department of Transportation, Montgomery County, and RJ Corman Railroad Group, LLC and RJ Corman Intermodal Services, LLC for the provision of a Cumberland River Waterway Intermodal Facility through Resolution 15-8-12; and

WHEREAS, TDOT has awarded through Amendment Number 1 to the Grant Contract, the second grant amount of \$2,000,000.00 for the 2015-2016 Fiscal Year, for a total grant amount of \$3,000,000.00; and

WHEREAS, this is intended to be the second installment of a three-phase grant with the total funding for the overall project projected to be \$7.5 million, of which \$6 million in funding projected to be from TDOT with the remaining funding from RJ Comran; and

WHEREAS, Montgomery County will bear no financial responsibilities during construction nor any ongoing costs to operate the facility; and

WHEREAS, RJ Corman will be the prime contractor for the project and will be responsible for overseeing all environmental and design phases.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Montgomery County, Tennessee, meeting this 14th day of September, 2015, that Montgomery County accept this additional \$2,000,000.00 from TDOT for the purposes herein stated.

Duly passed and approved this the 14th day of September, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**AMENDMENT NUMBER 1 TO
GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AND
MONTGOMERY COUNTY
AND
R.J. CORMAN RAILROAD GROUP, LLC
AND
R.J. CORMAN INTERMODAL SERVICES, LLC**

This Amendment is made and entered by and between the State of Tennessee Department of Transportation (hereinafter referred to as the "Department") and Montgomery County (hereinafter referred to as the "Agency") and R.J. Corman Railroad Group, LLC and R.J. Corman Intermodal Services, LLC (hereinafter the Agency, R.J. Corman Railroad Group, LLC, and R.J. Corman Intermodal Services, LLC referred to together as the "Parties") to that certain Grant Contract that is more particularly identified as:

Agreement Number: 140249
Amendment Number: 1
Project Identification Number (PIN): 121611.00
State Project Number: 63LPLM-F3-064
Federal Project Number: CM-6300(21)
Termini: Montgomery County Port

For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting entities that the subject Grant Contract is hereby amended as follows:

1. Section C.1 of the Grant Contract is deleted in its entirety and replaced with the following:

C.1 Maximum Liability. In no event shall the maximum liability of the Department under this Grant Contract exceed Three Million Dollars (\$3,000,000), inclusive of the One Million Dollars (\$1,000,000) provided in Fiscal Year 2014-2015, and an additional Two Million Dollars (\$2,000,000) to be provided in Fiscal Year 2015-2016. The Grant Budget, attached and incorporated herein as Attachment 1, Grant Contract amount shall constitute the maximum amount due the Agency for all service and Agency obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Agency.

The Parties understand and agree that the Parties shall provide a twenty percent (20%) match. The Parties understand and agree that any costs needed to complete the Project not reflected in this Grant Contract shall be the responsibility of the Parties and not the responsibility of the Department.

Conditioned upon the availability of funding from the FHWA, the Department intends to provide additional funding support for the Project in the amount of Three Million Dollars (\$3,000,000) with a required minimum twenty percent (20%) Parties participation/match in Fiscal Year 2016-2017 (the "2016 Funding Phase" and "the Future Funding Phase"). The Department intends to award these subsequent grant funds conditioned upon the availability of substantially the same amount of CMAQ funding from the FHWA. Any such subsequent grant funds would only be awarded by a written amendment to this Grant Contract as detailed in Section D.2 below.

2. Grant Contract Attachment 1 - Grant Budget is deleted in its entirety and replaced with the new Attachment 1 – First Amended Grant Budget attached hereto.

The revisions set forth herein shall be effective beginning the date the Department has signed it (as indicated by the date stated next to the Commissioner's signature).

All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MONTGOMERY COUNTY:

JIM DURRETT, MAYOR **DATE**

APPROVED AS TO FORM AND LEGALITY

MONTGOMERY COUNTY ATTORNEY **DATE**

R.J. CORMAN RAILROAD GROUP, LLC:

FRED MUDGE, CHAIRMAN OF THE BOARD **DATE**

R.J. CORMAN INTERMODAL SERVICES, LLC:

GREG DEAKLE, DIRECTOR PORT & WATERWAY INTERMODAL OPERATIONS **DATE**

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER **DATE**

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

