

**MINUTES**  
**OF**  
**PUTNAM COUNTY COMMISSION**  
**DECEMBER 16, 2019**

**Prepared by:**

**Wayne Nabors  
Putnam County Clerk  
121 S Dixie Avenue  
Cookeville, TN 38501**

**STATE OF TENNESSEE**

**COUNTY OF PUTNAM**

**BE IT REMEMBERED:** that on December 16, 2019 there was a regular meeting of the Putnam County Board of Commissioners.

There were present and presiding, the Chairman Protempore Jim Martin, and the County Clerk, Wayne Nabors.

Putnam County Sheriff's Department Major Jim Eldridge called the meeting to order.

The Chairman Protempore, Jim Martin recognized County Clerk Wayne Nabors for the Invocation.

The Chairman Protempore, Jim Martin recognized Commissioner Jerry Roberson to lead the Pledge to the Flag of the United States of America.

The Chairman Protempore asked the Commissioners to signify their presence at the meeting and the following were present:

**PRESENT:**

Jonathan A D Williams  
Sam Sandlin  
Jim Martin  
Jerry Ford  
Jordan Iwanyszyn  
Theresa Taves  
Jerry Roberson  
Cindy Adams  
Terry Randolph  
Chris Cassetty  
Adam Johnson

A J Donadio  
Grover Bennett Jr.  
Danny Holmes  
Jimmy Neal  
Dale Moss  
Kim Bradford  
Joe Iwanyszyn  
Darren Wilson  
Cathy Reel  
Mike Atwood

**ABSENT:**

Kevin Christopher

Ben Rodgers  
Kathy Dunn

The Clerk announced that twenty-one (21) were present and three (3) absent. Therefore, the Chairman declared a quorum.

**MOTION RE: APPROVE THE AGENDA**

Commissioner Jordan Iwanyszyn moved and Commissioner Kim Bradford seconded the motion to approve the Agenda of the December 16, 2019 Meeting of the Putnam County Board of Commissioners.  
(SEE ATTACHED)

# PUTNAM COUNTY BOARD OF COMMISSIONERS

MONTHLY AWARDS WILL BE PRESENTED AT 5:45PM

Regular Monthly Session  
Monday, December 16, 2019

Presiding: Honorable Ben Rodgers  
Commission Chairman

1. Call to Order - Sheriff Eddie Farris
2. Invocation *District 4*
3. Pledge to the Flag of the United States of America *District 4*
4. Roll Call - County Clerk Wayne Nabors
5. Approval of the Agenda
6. Approval of the Minutes of Previous Meeting
7. Unfinished Business and Action Thereon by the Board
  - A. Report of Standing Committees
    1. Planning Committee
    2. Fiscal Review Committee
    3. Nominating Committee
  - B. Report of Special Committees
  - C. Other Unfinished Business
8. New Business and Action Thereon by the Board
  - A. Report of Standing Committees
    1. Planning Committee
      - a. Recommends approval of the request from the Sheriff's Office to declare an asset as surplus (totaled car).  
2015 Ford Taurus VIN# 1FAHP2MK4FG142427

## **2. Fiscal Review Committee**

- a. Recommends approval of budget amendments to the General Purpose School Fund.
- b. Recommends approval of budget amendments to the Road Department Fund.
- c. Recommends approval of a Resolution encouraging the support of legislation which directs TennCare to reimburse ground ambulance providers at a rate not less than the current Medicare fee schedule and adding funding to the 2020-2021 State Budget.
- d. Recommends approval of a Resolution authorizing the Issuance of General Obligation Refunding Bonds of Putnam County, Tennessee in the aggregate approximate principal amount of \$6,500,000, in one or more series: Making provisions 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.
- e. Recommends approval for County Mayor Randy Porter, to proceed with the purchase of 11 acres being, Tax Map 128, Parcel 33.00, in the amount of \$65,000 and to authorize him to sign all documents related to this purchase.

## **3. Nominating Committee**

### **B. Report of Special Committees**

### **C. Resolutions**

### **D. Election of Notaries**

### **E. Other New Business**

1. Recognize cash flow analysis and monthly budget to Actual Report for the General Purpose School Fund.
2. Hear from County Mayor Randy Porter on Bonding Capacity.

## **9. Announcements and Statements**

## **10. Adjourn**

The Chairman asked for discussion on the motion to approve the Agenda of the December 16, 2019 Meeting of the Putnam County Board of Commissioners. There was none.

The Chairman asked for a voice vote on the motion. The motion carried.

**MOTION RE: APPROVE MINUTES OF THE PREVIOUS MEETING**

Commissioner Cathy Reel moved and Commissioner Darren Wilson seconded the motion to approve the Minutes of the November 18, 2019 Meeting.

The Chairman asked for discussion on the motion. The Commissioners discussed the motion.

The Chairman asked for a voice vote on the motion to approve the Minutes of the November 18, 2019 Meeting. The motion carried.

**UNFINISHED BUSINESS AND ACTION THEREON BY THE BOARD**

**REPORT OF STANDING COMMITTEES:**

**PLANNING COMMITTEE:** No unfinished business.

**FISCAL REVIEW COMMITTEE:** No unfinished business.

**NOMINATING COMMITTEE:** No unfinished business.

**REPORT OF SPECIAL COMMITTEES:** None

**OTHER UNFINISHED BUSINESS:** None

**NEW BUSINESS AND ACTION THEREON BY THE BOARD**

**REPORT OF STANDING COMMITTEES**

**PLANNING COMMITTEE:**

**MOTION RE: PLANNING COMMITTEE RECOMMENDS APPROVAL OF THE REQUEST FROM THE SHERIFF'S OFFICE TO DECLARE AN ASSET AS SURPLUS (TOTALLED CAR): 2015 FORD TAURUS VIN# 1FAHP2MK4FG142427**

Commissioner Cathy Reel moved and Commissioner Kim Bradford seconded the motion to approve the request from the Sheriff's Office to declare an asset as surplus (totalled car): 2015 Ford Taurus VIN# 1FAHP2MK4FG14247.

(SEE ATTACHED)



Putnam County Justice Center  
421 East Spring Street • Cookeville, TN 38501  
Phone: 931.528.8484 • Fax: 931.528.7043

**December 1, 2019**

**Putnam County Sheriff's Office requests to declare the following asset as surplus items to be scrapped due to vehicle crash.**

YEAR	MAKE	MODEL	MILEAGE	VIN
2015	FORD	TAURUS	TOTALED	1FAHP2MK4FG142427

**Thank you for your consideration,**

*Sheriff Eddie Farris*

**Sheriff Eddie Farris**

The Chairman asked for discussion on the motion to approve the request from the Sheriff's Office to declare an asset as surplus (totaled car): 2015 Ford Taurus VIN# 1FAHP2MK4FG14247. There was none.

The Chairman asked for a voice vote on the motion. The motion carried.

**FISCAL REVIEW COMMITTEE:**

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE GENERAL PURPOSE SCHOOL FUND**

Commissioner Mike Atwood moved and Commissioner A J Donadio seconded the motion to approve the Budget Amendments to the General Purpose School Fund.

(SEE ATTACHED)

# *Department of Education*

## *Putnam County*

Mr. Jerry Boyd, Director of Schools

Board of Education  
Dawn Fry, Chair  
Celeste Gammon, Vice-Chair

1400 East Spring Street  
Cookeville, Tennessee 38506-4313  
Phone (931) 526-9777  
FAX (931) 372-0391

Board Members  
Kim Cravens  
Jerry Maynard  
David McCormick  
Lynn McHenry

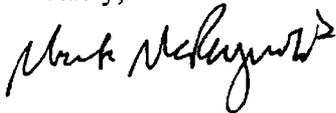
December 3, 2019

Honorable Commissioners  
Putnam County Courthouse  
Cookeville, TN 38501

Honorable Commissioners:

Please consider approval of the following budget amendments to the General Purpose School Fund, as submitted.

Sincerely,



Mark McReynolds  
Putnam County Board of Education

Enclosures:

- To adjust budget for additional allocation for the Adult Education grant.
- To budget for the UTRUST grant to be used for school mini-grants and employee appreciation per grant specifications.
- To budget donation from Dollar General for Early Childhood Education
- To budget for School Resource Officer Grant from State of TN.
- To adjust budget to account for changes in medical insurance and personnel changes.
- To budget for FY19 carryover funds for the School Safety Grant from the State of TN.
- To budget for additional allocations for the Safe Schools Grant from the State of TN.
- To adjust Special Education budget to account for medical and social security changes.
- To adjust Special Education budget to account for the high cost allocation from the State of TN.

Department: Adult Education

DATE: 5-Dec-19

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	141 R 46590 000 01002 000	OTHER STATE EDUCATION FUNDS	129,120.00	548.00		129,668.00
2	141 R 47120 000 01002 000	ADULT BASIC EDUCATION	518,480.00	2,192.00		518,672.00
		<b>Total Revenue</b>	<b>645,600.00</b>	<b>2,740.00</b>		<b>648,340.00</b>
		<b>Expenditures</b>				
3	141 E 72260 365 000 01002	Regal Travel		Decrease	Increase	
4			3,300.00		2,740.00	6,040.00
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
		<b>Total Expenditures</b>	<b>3,300.00</b>		<b>2,740.00</b>	<b>6,040.00</b>
		<b>Total Revenue less Total Expenditures</b>	<b>642,300.00</b>	<b>2,740.00</b>	<b>2,740.00</b>	<b>642,300.00</b>

Explanation: To budget for revenue received for Adult Education

Requested by: Lynda Huddleston  
Supervisor

Recommended for Approval:

Official / Department Head

Reviewed by: *Mark McRaymond*  
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date:

Action by County Commission: Approval

Approval

Non-Approval

Date:

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Finance

DATE: 5-Dec-19

Item #	Account #	Account Description	Current Approved Amount	Requested Approval Amount	Increase	Decrease	Requested Approval Amount
		<b>Revenue</b>					
141 R	48610 000 000 02130 000	Donations	-	35,800.00			35,800.00
141 R	48610 000 000 02137 000	Donations	-	25,000.00			25,000.00
		<b>Total Amendment Revenue</b>	-	60,800.00			60,800.00
		<b>Expenditures</b>					
141 E	72210 499 000 02130 000	Other Supplies and Materials	-		Decrease	Increase	
141 E	72210 499 000 02137 000	Other Supplies and Materials	-			17,500.00	17,500.00
141 E	72210 599 000 02130 000	Other Charges	-			5,500.00	5,500.00
141 E	72210 599 000 02137 000	Other Charges	-			18,300.00	18,300.00
		<b>Total Amendment Expenditures</b>	-			60,800.00	60,800.00
		<b>Total Amendment Revenue less Expenditures</b>	-				-

Explanation: To budget for UTRUST grant to be used for school mini-grants and employee appreciation per grant specifications.

Requested by: \_\_\_\_\_  
Supervisor

Recommended for Approval: \_\_\_\_\_  
Official / Department Head

Reviewed by: *[Signature]*  
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval  No Recommendation  Date: \_\_\_\_\_

Action by County Commission: Approval  Non-Approval  Date: \_\_\_\_\_

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Early Childhood Educ

DATE: 5-Dec-19

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	141 R 48610 02138	Private Donations	-	2,000.00		2,000.00
		<b>Total Revenue</b>	-	2,000.00		2,000.00
		<b>Expenditures</b>				
2	141 E 72210 499 02138	Other Supplies and Materials	-		2,000.00	2,000.00
		<b>Total Expenditures</b>	-		2,000.00	2,000.00
		<b>Total Revenue less Total Expenditures</b>	-	2,000.00	2,000.00	-

Explanation: Budget-Dollar General grant funds

Requested by: [Signature] 11-12-19 Recommended for Approval:

Reviewed by: [Signature] 11/20/19

Action by Fiscal Review Committee: Recommended for Approval

Action by County Commission: Approval

Official / Department Head

Date:

Date:

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Finance

DATE: 5-Dec-19

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
		<b>Revenue</b>				
141 R	46590 000 000 02149 000	Other State Grants	-	175,000.00		175,000.00
		<b>Total Amendment Revenue</b>	-	175,000.00		175,000.00
		<b>Expenditures</b>				
141 E	72130 309 000 02149 000	Contracts with Govt. Agencies	-		175,000.00	175,000.00
		<b>Total Amendment Expenditures</b>	-		175,000.00	175,000.00
		<b>Total Amendment Revenue less Expenditures</b>	-			-

Explanation: To budget for School Resource Officer Grant from state of Tennessee.

Requested by: \_\_\_\_\_ Recommended for Approval: \_\_\_\_\_

Supervisor \_\_\_\_\_  
 Reviewed by: Mike Meloy  
 Chief Financial Officer

Official / Department Head

Action by Fiscal Review Committee: \_\_\_\_\_ Recommended for Approval \_\_\_\_\_ No Recommendation \_\_\_\_\_ Date: \_\_\_\_\_

Action by County Commission: \_\_\_\_\_ Approval \_\_\_\_\_ Non-Approval \_\_\_\_\_ Date: \_\_\_\_\_



Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Finance \_\_\_\_\_

DATE: 5-Dec-19

Item #	Account #	Account Description	Current Approved Amount	Requested Approval Amount
		<u>Revenue</u>		
1	141 R 46590 000 000 02144 000	Other Revenue from the State	-	160,529.78
		<u>Total Revenue</u>	-	160,529.78
		<u>Expenditures</u>		
2	141 E 72130 790 000 02144 000	Other Equipment	-	160,529.78
		<u>Total Expenditures</u>	-	160,529.78
		<u>Total Revenue less Total Expenditures</u>	-	-

Explanation: To budget for FY19 carryover funds for the School Safety Grant from State of TN.

Requested by: \_\_\_\_\_

Supervisor

Recommended for Approval: \_\_\_\_\_

Official / Department Head

Reviewed by: \_\_\_\_\_

Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: \_\_\_\_\_

Action by County Commission: Approval

Non-Approval

Date: \_\_\_\_\_

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department Finance \_\_\_\_\_

DATE: 5-Dec-19

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	141 R 46590 000 000 02118 000	Other Revenue from the State	43,600.00	206,750.00	-	250,350.00
		<b>Total Revenue</b>	<b>43,600.00</b>			<b>250,350.00</b>
		<b>Expenditures</b>		<b>Decrease</b>	<b>Increase</b>	
2	141 E 72130 309 000 02118 000	Contracts with government agencies				
3	141 E 72130 309 000 000000 000	Contracts with government agencies	85,000.00	41,400.00	-	43,600.00
4	141 E 72130 399 000 02118 000	Other contracted services	-		206,750.00	41,400.00
						206,750.00
		<b>Total Expenditures</b>				<b>291,750.00</b>
		<b>Total Revenue less Total Expenditures</b>	<b>(41,400.00)</b>			<b>(41,400.00)</b>

Explanation: To budget for additional allocations for the Safe Schools Grant from State of TN

Requested by: \_\_\_\_\_

Supervisor \_\_\_\_\_

Reviewed by: Steve McPherson

Chief Financial Officer \_\_\_\_\_

Recommended for Approval:

Official / Department Head \_\_\_\_\_

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date: \_\_\_\_\_

Action by County Commission: Approval

Non-Approval

Date: \_\_\_\_\_



Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Special Education

DATE: December 2019

Item #	Account #	Account Description	Current		Requested	
			Approved Amount	Increase	Decrease	Approval Amount
1	141-47143-02110	Federal High Cost Funds	136,028.38		19,268.73	116,759.65
2	141-71200-163-02110	Aides	79,489.03	Decrease		
3	141-71200-201-02110	Social Security	4,928.32		1,409.62	80,898.65
4	141-71200-204-02110	State Retirement	5,611.92		117.92	3,919.00
5	141-71200-206-02110	Life Insurance	112.40		22.40	5,494.00
6	141-71200-207-02110	Medical Insurance	43,948.80		18,903.80	90.00
7	141-71200-208-02110	Dental Insurance	527.04		131.04	25,045.00
8	141-71200-210-02110	Unemployment Compensation	258.28		258.28	396.00
9	141-71200-212-02110	Employer Medicare	1,152.59		235.59	0.00
			<u>136,028.38</u>			<u>116,759.65</u>

Explanation:

To adjust budget to match allocation (\$116,759.65) received for federal funds awarded to PCS for services to High Cost SWD, to be budgeted and expended thru Special Education General Purpose funds.

Requested by: Sheri Roberson  
 Sheri Roberson Special Education Supervisor

Recommended for Approval:

Assistant Director

Reviewed by: Chae McPherson  
 Chief Financial Officer

Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval

No Recommendation

Date:

Approval

Non-Approval

Date:

The Chairman asked for discussion on the motion to approve the Budget Amendments to the General Purpose School Fund. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A D Williams  
Sam Sandlin  
Jim Martin  
Jerry Ford  
Jordan Iwanyszyn  
Theresa Tayes  
Jerry Roberson  
Cindy Adams  
Terry Randolph  
Chris Cassetty  
Adam Johnson

A J Donadio  
Grover Bennett Jr.  
Danny Holmes  
Jimmy Neal  
Dale Moss  
Kim Bradford  
Joe Iwanyszyn  
Darren Wilson  
Cathy Reel  
Mike Atwood

ABSENT:

Kevin Christopher

Ben Rodgers  
Kathy Dunn

The Clerk announced that twenty-one (21) voted for, zero (0) voted against, zero (0) abstained, and three (3) absent. The motion carried.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF BUDGET AMENDMENTS TO THE ROAD DEPARTMENT FUND**

Commissioner Mike Atwood moved and Commissioner Chris Cassetty seconded the motion to approve the Budget Amendments to the Road Department Fund.

(SEE ATTACHED)



The Chairman asked for discussion on the motion to approve the Budget Amendments to the Road Department Fund. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A D Williams  
Sam Sandlin  
Jim Martin  
Jerry Ford  
Jordan Iwanyszyn  
Theresa Tayes  
Jerry Roberson  
Cindy Adams  
Terry Randolph  
Chris Cassetty  
Adam Johnson

A J Donadio  
Grover Bennett Jr.  
Danny Holmes  
Jimmy Neal  
Dale Moss  
Kim Bradford  
Joe Iwanyszyn  
Darren Wilson  
Cathy Reel  
Mike Atwood

ABSENT:

Kevin Christopher

Ben Rodgers  
Kathy Dunn

The Clerk announced that twenty-one (21) voted for, zero (0) voted against, zero (0) abstained, and three (3) absent. The motion carried.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF A RESOLUTION ENCOURAGING THE SUPPORT OF LEGISLATION WHICH DIRECTS TENNCARE TO REIMBURSE GROUND AMBULANCE PROVIDERS AT A RATE NOT LESS THAN THE CURRENT MEDICARE FEE SCHEDULE AND ADDING FUNDING TO THE 2020-2021 STATE BUDGET**

Commissioner Mike Atwood moved and Commissioner Joe Iwanyszyn seconded the motion to approve a Resolution Encouraging the Support of Legislation which Directs TennCare to Reimburse Ground Ambulance Providers at a Rate Not Less than the Current Medicare Fee Schedule and Adding Funding to the 2020-2021 State Budget.

(SEE ATTACHED)

**A RESOLUTION ENCOURAGING THE SUPPORT OF LEGISLATION WHICH DIRECTS TENNCARE TO REIMBURSE GROUND AMBULANCE PROVIDERS AT A RATE NOT LESS THAN THE CURRENT MEDICARE FEE SCHEDULE AND ADDING FUNDING TO THE 2020-2021 STATE BUDGET**

**WHEREAS**, with the growth of our great state and the need for more and more services of all kinds, especially emergency medical services and the continuing rising costs of medical care, our agencies are constantly searching for more resources; and

**WHEREAS**, more rural hospitals are being closed and community clinics are being downsized, requiring great needs for ambulance services as the first line of care providers and transportation from remote areas; and

**WHEREAS**, Medicaid (TennCare) reimbursement has not increased since the inception of the TN Medicaid managed care system; and

**WHEREAS**, Medicare rates do not reflect the actual cost to operate ambulance services and TennCare rates are, in most cases, half of what Medicare provides, forcing limitations of services and placing a greater burden on local agencies and citizens; and

**WHEREAS**, ambulance services throughout the State, in order to meet growing emergency needs and reduce the burden on the local governments and taxpayers, need assistance in improving funding for these lifesaving services.

**THEREFORE, BE IT RESOLVED** by the Putnam County Board of County Commissioners meeting in regular session on this the 16th day of December, 2019, that this body does hereby show its support for legislation which directs TennCare to reimburse ground ambulance providers at a rate not less than the current Medicare fee schedule; and

**BE IT FURTHER RESOLVED** that this body requests our State Representatives and Senators support legislation which directs TennCare to reimburse ground ambulance providers at a rate not less than the current Medicare fee schedule, and the funding for this much needed change be provided within the Governor's FY20/21 budget; and

**BE IT FURTHER RESOLVED**, that the county clerk shall send copies of this resolution to the members of the General Assembly representing Putnam County.

Adopted this 16<sup>th</sup> day of DECEMBER, 2019

Vote Count YES: 21 NO: - 0 - (3) ABSENT

APPROVED:

*Randy Pate*  
County Mayor

ATTEST

*Allyne Adams*  
County Clerk



The Chairman asked for discussion on the motion to approve a Resolution Encouraging the Support of Legislation which Directs TennCare to Reimburse Ground Ambulance Providers at a Rate Not Less than the Current Medicare Fee Schedule and Adding Funding to the 2020-2021 State Budget. There was none.

The Chairman asked the Commissioners for a voice vote on the motion. The motion carried.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF PUTNAM COUNTY, TENNESSEE IN THE AGGREGATE APPROXIMATE PRINCIPAL AMOUNT OF \$6,500,000, IN ONE OR MORE SERIES: MAKING PROVISIONS 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**

Commissioner Mike Atwood moved and Commissioner Darren Wilson seconded the motion to approve the Resolution Authorizing the Issuance of General Obligation Refunding Bonds of Putnam County, Tennessee in the Aggregate Approximate Principal Amount of \$6,500,000, in One or More Series: Making Provisions 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.

(SEE ATTACHED)

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF PUTNAM COUNTY, TENNESSEE IN THE AGGREGATE APPROXIMATE PRINCIPAL AMOUNT OF \$6,500,000, 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, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Putnam County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to sell and issue bonds to refund outstanding indebtedness; and

WHEREAS, the County has previously issued and has outstanding its General Obligation Public Improvement Bonds, Series 2010, dated December 22, 2010, maturing on April 1, 2021 and thereafter (the "Outstanding Indebtedness"); and

WHEREAS, all or a portion of the Outstanding Indebtedness can now be refunded for the purpose of reducing the debt service requirements of the County; and

WHEREAS, the Board of County Commissioners hereby determines that it is advisable to issue general obligation bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the County a report thereon, a copy of which has been made available to the members of the Board of County Commissioners and is attached as an exhibit hereto; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing approximately \$6,500,000 in aggregate principal amount of bonds for the above-described purposes, providing 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 a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

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

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the General Obligation Refunding Bonds of the County, authorized herein, 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) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) “County Mayor” shall mean the County Mayor of the County.

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

(i) “Municipal Advisor” for the Bonds authorized herein means Raymond James & Associates, Inc., Nashville, Tennessee.

(j) “Refunding Escrow Agent” or “Escrow Agent” means the refunding escrow agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(k) “Refunding Escrow Agreement” or “Escrow Agreement” means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the County and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit C, subject to such changes thereto as shall be permitted by the terms of this resolution.

(l) “Refunded Indebtedness” means the maturities or portions of the maturities of the Outstanding Indebtedness designated for refunding by the County Mayor pursuant to the terms hereof.

(m) “Registration Agent” means U.S. Bank National Association, Nashville, Tennessee.

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

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A.

(c) Attached hereto as Exhibit B are (i) the Municipal Advisory Agreement by the Municipal Advisor (the “Municipal Advisory Agreement”) and (ii) an engagement letter (the “Bond Counsel Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”). The Municipal Advisory Agreement details the services to be provided by the Municipal Advisor in connection with the Bonds. The Bond Counsel Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the County Mayor to execute and accept, as applicable, the Municipal Advisory Agreement and the Bond Counsel Engagement Letter, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

(d) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the County over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.

(e) 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 D.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Indebtedness and 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 approximate principal amount of \$6,500,000. 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 hereunder, shall be known as “General Obligation Refunding Bonds”, shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms 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 hereunder) semi-annually on April 1 and October 1 in each year, commencing October 1, 2020. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms 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 2021 through 2030, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on April 1, 2027 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 the terms 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 the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. If less than all of the Term Bonds to be redeemed within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected in the manner provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) 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 cancelled 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 (45<sup>th</sup>) 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 any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the

redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 signature of the County Mayor and the attestation of the County Clerk.

(i) 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 or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be 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 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.

(j) 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.

(k) 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.

(l) 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 able 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 indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. The Bonds shall be additionally payable from, but not secured by, revenues derived from the sale of property within the industrial and business park, the development of which was financed, in part, by the Outstanding Indebtedness.

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 Bond)

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

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

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

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

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Putnam County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [October 1, 2020], 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 principal corporate trust office of U.S Bank National Association, Nashville, Tennessee, as registration 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 or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to

(i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on April 1, 2027 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

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

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) 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 cancelled 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 (45<sup>th</sup>) 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 any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it 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 Bond 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 to (i) refund all or a portion of the County's outstanding General Obligation Public Improvement Bonds, Series 2010, dated December 22, 2010, maturing April 1, 2021 and thereafter, and (ii) pay costs incident to the issuance and sale of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on December 16, 2019 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. The Bonds shall be additionally payable from, but not secured by, revenues derived from the sale of property within the industrial and business park, the development of which was financed, in part, by the Outstanding Indebtedness.

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

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

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



PUTNAM COUNTY, TENNESSEE

By: *Randy Satter*  
County Mayor

ATTESTED:

*Wayne Adams*  
County Clerk

Transferable and payable at the principal 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 Putnam County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

Signature guaranteed:

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

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

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 99% of par, exclusive of original issue discount, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, email, fax, or telephone or by electronic bidding via an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

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

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

(1) change the dated date of the Bonds, or any 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 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 October 1, 2020, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized to be issued pursuant to Section 9-21-904, Tennessee Code Annotated, as amended; and (B) the final maturity date of each series of Bonds shall not be after the end of the reasonably expected economic life of the projects refinanced by the Bonds.

(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) refund less than all of the Outstanding Indebtedness;

(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.

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

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

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

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

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

(a) An amount sufficient, together with such other County funds as may be identified by the County Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Indebtedness shall be applied to the refunding thereof by depositing such funds with the Refunding Escrow Agent and held in accordance with the terms of the Refunding Escrow Agreement and/or, if determined by the County Mayor to be in the best interest of the County, by paying such funds directly to the holders (or paying agent for the holders) of the Refunded Indebtedness.

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

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds,

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

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

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

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Indebtedness, the County Mayor is hereby authorized to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Refunding Escrow Agent and to deposit with the Refunding Escrow Agent the amounts to be used by the Refunding Escrow Agent to purchase Government Securities, if any; 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 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 the County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Governing Body hereby authorizes the County Mayor to appoint a refunding escrow agent to serve as the Refunding Escrow Agent under the Refunding Escrow Agreement, and the Refunding Escrow Agent so appointed is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Indebtedness and to exercise such duties as set forth in the Refunding Escrow Agreement. Notwithstanding anything herein to the contrary, if determined by the County Mayor to be in the best interest of the County, proceeds of the Bonds used to refund the Refunded Indebtedness shall be paid directly to the holders (or paying agent for the holders) of the Refunded Indebtedness, and no Refunding Escrow Agreement or Refunding Escrow Agent shall be required.

Section 12. Redemption of the Refunded Indebtedness. The County Mayor and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Indebtedness at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution(s) authorizing the issuance of the Refunded Indebtedness.

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 Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

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

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

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

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance 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 Defeasance 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 Defeasance 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, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

#### Section 14. Federal Tax Matters Related to the Bonds.

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

Section 103 of the Code. The officers of the County are hereby authorized and directed to comply with the County's Federal Tax Policies and Procedures, if and to the extent applicable, in relation to the Bonds.

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

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

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

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

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

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

Duly adopted and approved on December 16, 2019.

  
\_\_\_\_\_  
County Mayor

Attested:   
\_\_\_\_\_  
County Clerk

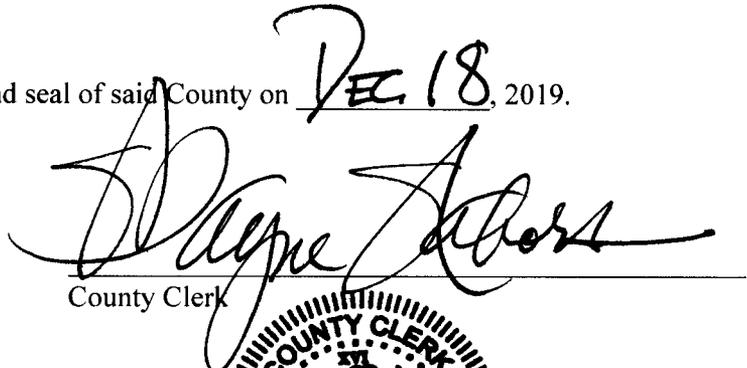


STATE OF TENNESSEE )

COUNTY OF PUTNAM )

I, Wayne Nabors, certify that I am the duly qualified and acting County Clerk of Putnam County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on December 16, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Refunding Bonds.

WITNESS my official signature and seal of said County on DEC. 18, 2019.

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

(SEAL)



EXHIBIT A TO THE RESOLUTION

Estimated Interest Expense and Costs of Issuance

Date	Principal	Coupon	Interest	Total P+I
06/30/2020	-	-	58,203.75	58,203.75
06/30/2021	545,000.00	5.000%	252,450.00	797,450.00
06/30/2022	555,000.00	5.000%	225,200.00	780,200.00
06/30/2023	565,000.00	5.000%	197,450.00	762,450.00
06/30/2024	570,000.00	5.000%	169,200.00	739,200.00
06/30/2025	580,000.00	5.000%	140,700.00	720,700.00
06/30/2026	585,000.00	5.000%	111,700.00	696,700.00
06/30/2027	590,000.00	5.000%	82,450.00	672,450.00
06/30/2028	595,000.00	3.000%	52,950.00	647,950.00
06/30/2029	590,000.00	3.000%	35,100.00	625,100.00
06/30/2030	580,000.00	3.000%	17,400.00	597,400.00
<b>Total</b>	<b>\$5,755,000.00</b>	<b>-</b>	<b>\$1,342,803.75</b>	<b>\$7,097,803.75</b>

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$27,500.00
Bond Counsel	\$17,000.00
Rating Agency Fee	\$15,000.00
Registration Agent	\$650.00
POS/Official Statement	\$1,500.00
CLUSIPS (Estimated)	\$600.00
<b>TOTAL</b>	<b>\$62,250.00</b>

EXHIBIT B TO THE RESOLUTION

Municipal Advisory Agreement

(Attached)

**MUNICIPAL ADVISORY AGREEMENT**

**BY AND BETWEEN**

**PUTNAM COUNTY, TENNESSEE  
AND  
RAYMOND JAMES & ASSOCIATES, INC.**

**THIS AGREEMENT is by and between Putnam County, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Municipal Advisor").**

**WHEREAS, the Issuer wishes to hire the Municipal Advisor to serve as its municipal advisor and financial advisor in accordance with the provisions of this Municipal Advisor Agreement (the "Master Agreement") and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide advisory services to the Issuer as provided herein, and**

**NOW THEREFORE, it is agreed by all parties signing this Master Agreement and subsequent Project Amendments that:**

**I. SCOPE OF SERVICES**

- 1. The Municipal Advisor will consult with and advise the Issuer with respect to the sale and issuance of its bonds, notes, loan agreement, capital leases and other debt instruments (collectively, "Debt Obligations"). This advice and assistance will generally include, but not necessarily be limited to, the following:**
  - a. At the request of officials of the Issuer, attend and participate in meetings and conference calls with officials and other finance professionals relating to the Debt Obligations;**
  - b. Evaluate opportunities to refund any outstanding Debt Obligations of the Issuer;**
  - c. Evaluate the Issuer's credit profile and debt capacity;**
  - d. Assisting in managing relationships and interaction with rating agencies, bond investors and other financial professionals associated with the Issuer's new or existing Debt Obligations;**
  - e. Assisting the Issuer in hiring financial professionals associated with new Debt Obligations or the existing debt portfolio, including, but not limited to bidding agents, registration, paying and escrow agents, dissemination agents, etc. not named herein;**

- f. Consistent with prevailing statutory requirements for any refunding bonds issued in Tennessee, prepare the initial draft of the "Refunding Plan" and, if required, a Request for Approval of Balloon Indebtedness" for finalization and submission by the Issuer to the Director of State and Local Finance in the Tennessee Comptroller of the Treasury's Office;**
- g. Structure the refunding escrow which together with other possible Issuer funds, if any, and interest thereon is sufficient to defease and extinguish all refunded debt. The escrow will be independently verified by the verification agent employed for such purposes and paid for from proceeds of the Debt Obligations sold by the Issuer or other funds of the Issuer;**
- h. Advise the Issuer on the choices of instruments including the use of U.S. Treasury – State and Local Government Series obligations ("SLGS") or open market securities as the investment vehicle of choice for the escrow. If Tennessee eligible open market securities ("Open Market Securities") are desired due to favorable economic benefits or required due to the unavailability of SLGS, it is expressly understood that the bidding process and acquisition of any such open market securities is not part of this Master Agreement. With respect to SLGS or Open Market Securities, the Municipal Advisor will coordinate their acquisition and delivery with the registration agent and/or an independent bidding agent;**
- i. Assemble necessary information concerning the Debt Obligations and information relating to the Issuer for submission to Moody's Investors Service, Inc. ("Moody's") seeking a credit review and a rating when appropriate for the Debt Obligations and the Issuer. The Municipal Advisor also will arrange and participate in all correspondence and conference calls with Moody's and S&P personnel assigned to the rating assignments;**
- j. Working with Issuer officials and bond counsel, facilitate when appropriate the development, publication and distribution of the Issuer's "Preliminary and Final Official Statements";**
- k. Coordinate the activities of all financial professionals as directed by officials of the Issuer;**
- l. Prepare and execute a national marketing program when appropriate through the distribution of various notices and documents, including the "Preliminary Official Statement", utilizing the electronic distribution facilities of i-dealProspectus or similar electronic platforms;**
- m. Along with officials of the Issuer, conduct when appropriate a competitive public sale via the web-based facilities of IPREO's BiDCOMP®/Parity® system or similar electronic platforms;**

- n. Assist officials of the Issuer in the evaluation and award (rejection) of bids or proposals received for any Debt Obligations whether sold at competitive public sale or through a negotiated sale;
  - o. Prepare final amortization and related schedules when appropriate documenting the transaction in the form of a "Final Financing Report";
  - p. Provide other usual and customary services associated with the sale and issuance of Debt Obligations including, but not limited to, assistance in selecting other financial professionals to facilitate the sale and issuance of the Debt Obligations;
  - q. On behalf of the Issuer and when appropriate, coordinate and pay from funds provided by the Issuer all expenses related to the sale and issuance of the Debt Obligations (see initial estimates on Exhibit B attached hereto).
2. When the Issuer deems it necessary to issue Debt Obligations, the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
- a. Debt Obligation amounts and sizing;
  - b. Principal, interest, and final maturity dates;
  - c. Average life tests;
  - d. Arbitrage targeted yields;
  - e. Maturity amortization schedules;
  - f. Interest rates;
  - g. Redemption provisions;
  - h. Debt service;
  - i. Capitalized interest, if any;
  - j. Flow of funds;
  - k. Security pledges;
  - l. Credit enhancement facilities; and
  - m. Terms and conditions relating to the competitive public sale.

3. The Municipal Advisor will, upon request, work with the Issuer and bond counsel in the development of the financial and security provisions to be contained in the instruments authorizing and securing any Debt Obligations undertaken by the Issuer.
4. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others, including the scheduling of information meetings between these investors, underwriters or others and the Issuer, if necessary.
5. The scope of services set forth in (1) through (4) above (the "Scope of Services") is subject to the following limitations:
  - a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
  - b. Unless otherwise provided in the Scope of Services described above, the Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. Nothing herein shall negate the Municipal Advisor's obligations included in Section I (1) of the Scope of Services of this Master Agreement.
  - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Debt Obligations municipal financial products or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
6. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
7. MSRB Rule G-42 requires that the Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Issuer's determination whether to precede with a course of action or that form the basis for any advice provided by the Municipal Advisor to the Issuer. The rule also requires that the Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. The Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on the Issuer's behalf. Issuer agrees to cooperate, and to cause its agents to cooperate, with the Municipal Advisor in carrying out these regulatory duties, including providing to the Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have the Municipal Advisor provide advice with regard to any recommendation made by a third party, the Issuer will provide

to the Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

## **II. UNDERTAKINGS BY THE ISSUER**

1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's financial operations. Issuer officials and staff will be responsible for collecting, assembling and organizing the documentation essential to its financing activities and disclosure responsibilities, including the "Preliminary and Final Official Statements" relating to the Debt Obligations;
2. The Issuer will work with bond counsel who will issue an approving legal opinion when appropriate to accompany the issuance of the Debt Obligations, and also with appropriate Issuer's local legal counsel with respect thereto. Additionally, the Issuer will either retain or work with counsel to advise it as to the adequacy of disclosure and to assist with the preparation of the offering documents or other official documents relating to the Debt Obligations;
3. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others, including the scheduling of information meetings between these investors, underwriters or others and the Issuer, if necessary;

## **III. PAYMENT TO THE MUNICIPAL ADVISOR**

1. For performance of the services enumerated in Article I, above, the Issuer will compensate the Municipal Advisor a basic fee which will be part of the total estimated costs of issuance. The Municipal Advisor's fee and other estimated expenses will be determined on a project by project basis through an approved "Project Amendment" depicted on Exhibit B attached hereto. The basic fee and perhaps other fees or expenses will be payable upon the successful sale and issuance of Debt Obligations, but some expenses (e.g., rating agency fees) may be incurred and require payment even if the Debt Obligations are not sold and issued.
2. The Municipal Advisor shall be responsible for payment of its own expenses and personnel costs including local travel to the Issuer's principal location, but the Municipal Advisor shall be reimbursed for costs of reproduction, graphic, postal and overnight delivery and any other miscellaneous costs incurred in serving the Issuer. All travel expenses to locations other than that of the Issuer shall be reimbursed at actual costs or in conformance with the Issuer's official travel policy, whichever is less.
3. The Issuer agrees to promptly pay the Municipal Advisor the fees described in Article III, Paragraph 1, above, and the costs and expenses described in Article IV, below, as mutually agreed on and evidenced by the estimates provided on Exhibit B hereto, upon receiving invoices from the Municipal Advisor and other service providers.

#### **IV. PAYMENT OF COSTS OF ISSUANCE**

The Issuer shall be responsible for payment of all the costs of issuing the Debt Obligations and completing the financing as further evidenced by the estimates included in any subsequent "Project Amendment", including, but not limited to, the following:

1. When appropriate, facilitation, printing, publication, web posting and any other means of distribution or dissemination of the Preliminary and Final Official Statement and related legal notices;
2. Any normal fees of the Moody's for the rating on the Debt Obligations;
3. Fees and expenses of the registration, escrow and paying agent;
4. Fees and expenses of any Dissemination Agent;
5. Fees and expenses of the Verification Agent;
6. Fees and expenses, if any, of any bidding agent, if open market securities are selected or required as part of refunding transactions;
7. Bond Counsel fees and those of the County Attorney, if any;
8. Underwriting fees;
9. Any out-of-state travel expenses related to the Debt Obligations as described herein, if any;
10. Bond insurance premiums or other credit enhancement, if any; and
11. Other usual and customary fees or expenses associated with the sale and issuance of debt.

#### **V. GENERAL PROVISIONS**

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with members of the Issuer's underwriting team or other participants in the proposed transaction including bond counsel, any verification agent, rating agencies, bidding agent and perhaps any registration, paying [escrow agent]. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Debt Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, the Municipal Advisor will not receive any compensation with respect to the issuance of the Debt Obligations other than as disclosed in any "Project Amendment". The Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of

the Municipal Advisor's personnel involved in the proposed transaction actually have knowledge, will not for any purpose be taken into account in determining the Municipal Advisor's responsibilities to the Issuer.

2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a Municipal Advisor (aka, as a financial advisor) to the Issuer with respect to the Debt Obligations identified above; Municipal Advisor's engagement by the Issuer is limited to providing municipal advisory services to the Issuer for any Debt Obligations. The Municipal Advisor has not been engaged to compare alternatives to any Debt Obligations. The Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (i) provide any assurances that any investment made in connection with the Debt Obligations during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if the Debt Obligations or an investment fails to close or for default of same. The Municipal Advisor's engagement terminates upon the expiration of the term of this Agreement as outline herein and the Municipal Advisor shall have no further duties or obligations thereafter.
3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit A to this Master Agreement.
4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any "Preliminary Official Statement" or "Final Official Statement" issued in connection with the Debt Obligations.
5. This Master Agreement may be terminated by either party hereto by not less than a forty-five (45) business day prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees and unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Master Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case

may be, contrary to any advice or recommendation provided by Municipal Advisor to Issuer. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or otherwise relating to the tax treatment of any Obligation, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Master Agreement shall constitute a waiver by Issuer of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to the Issuer under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

The parties recognize that Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities. Any provision in the Master Agreement that acts as a hold harmless provision or limitation of liability provision is enforceable only to the extent permitted by Tennessee law.

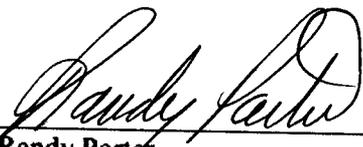
7. This Master Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
8. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of law principles.
9. This Master Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
10. This Master Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Master Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Master Agreement.
11. If any section, paragraph or provision of this Master Agreement 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 Master Agreement.
12. From the date of its execution, this Master Agreement shall replace any and all existing agreements that may exist in their entirety and any such existing agreements shall be null

and void except for current Municipal Advisory Agreement Supplement and Acknowledgement Amendment II, dated October 21, 2019 pertaining to the sale and issuance the County's General Obligation Capital Outlay Notes, Series 2019 which will remain in effect until the conclusion of that Project.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS MASTER AGREEMENT to be signed and sealed by their respective authorized officers this 18<sup>th</sup> day of ~~November~~ 2019.

**DECEMBER**

PUTNAM COUNTY, TENNESSEE

By:   
Name: Randy Porter  
Title: County Mayor

RAYMOND JAMES & ASSOCIATES, INC.

By:   
Name: Richard T. Dulaney  
Title: Managing Director  
Public Finance // Debt Investment Banking

**EXHIBIT A**  
**Disclosure for Municipal Advisor Agreement**

Exhibit A is provided under new Municipal Securities Rulemaking Board (MSRB) Rule G-42 in connection with our current engagement as financial advisor and municipal advisor under the **Municipal Advisor Agreement** (the "Master Agreement") between **Raymond James & Associates, Inc.** ("Raymond James") and **Putnam County, Tennessee** (the "Issuer") to which this Exhibit A is a part thereof. Exhibit A will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. **Scope of Services.** (a) ***Services to be provided.*** The scope of services with respect to Raymond James's engagement with the Issuer is as provided in the Master Agreement (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Master Agreement.

(c) ***IRMA status.*** If the Issuer has designated Raymond James as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Issuer provide to it, for review, any written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Issuer not represent, publicly or to any specific person, that Raymond James is Issuer's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. **Raymond James's Regulatory Duties When Servicing the Issuer.** MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Issuer's determination whether to proceed with a course of action that forms the basis for and advice provided by Raymond James to the Issuer. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on the Issuer's behalf.

Accordingly, Raymond James will seek the Issuer's assistance and cooperation, and the assistance and cooperation of Issuer's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Issuer seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Issuer provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Term.** The term of Raymond James's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Master Agreement.

4. **Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Master Agreement.

5. **Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their Issuers disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Master Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Issuer, which includes a duty of loyalty to the Issuer in performing all municipal advisory activities for the Issuer. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Issuer and to act in the Issuer's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its Issuers but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**Compensation-Based Conflicts.** The fees due under this Master Agreement are in a fixed amount established by a "Project Amendment". The amount is usually based upon an analysis by

the Issuer and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

**Other Municipal Advisor or Underwriting Relationships.** Raymond James is also providing bidding agent or other investment advisory services to the Issuer under a separate engagement and Raymond James will be separately compensated by the Issuer for such services. Raymond James serves a wide variety of other Issuers that may from time to time have interests that could have a direct or indirect impact on the interests of the Issuer. For example, Raymond James serves as municipal advisor to other municipal advisory Issuers and, in such cases, owes a regulatory duty to such other Issuers just as it does to the Issuer under this Master Agreement. These other Issuers may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various Issuers, Raymond James could potentially face a conflict of interest arising from these competing Issuer interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting Issuers could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Issuer.

**Broker-Dealer and Investment Advisory Business.** Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its Issuers, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Issuer, may be undertaken on behalf of, or as counterparty to, the Issuer, personnel of the Issuer, and current or potential investors in the securities of the Issuer. These other Issuers may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Issuer, such as when their buying or selling of the Issuer's securities may have an adverse effect on the market for the Issuer's securities, and the interests of such other Issuers could create the incentive for Raymond James to make recommendations to the Issuer that could result in more advantageous pricing for the other Issuers. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other Issuers in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other Issuers would have an impact on the services provided by Raymond James to the Issuer under this Master Agreement.

**Secondary Market Transactions in Issuer's Securities.** Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Issuer, and therefore Raymond James could have interests in conflict with those of the Issuer with respect to the value of the Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Issuer's securities issued in an issue under the Master Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Issuer in that it could create the incentive for Raymond James to make recommendations to the Issuer that could result in more advantageous pricing of the Issuer's bond in the marketplace.

Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Issuer under this Master Agreement.

**(b) Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that municipal advisors provide to their Issuers certain disclosures of legal or disciplinary events material to its Issuer's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

Raymond James discloses the following legal or disciplinary events that may be material to the Issuer's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are aware of no such events at this time. Should such an event happen in the future, the details of such event would be available in Item 6D(2)(b) and the accompanying Regulatory Action DRP on Form MA-I available at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000724743&owner=exclude&count=40&hidefilings=0>.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such Broker Check reports or Form ADV, Raymond James's CRD number is 161 59 1905.

**How to Access Form MA and Form MA-I Filings.** Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR

system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000724743>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is: 161 59 1905.

Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Issuer with any such supplement or amendment as it becomes available throughout the term of the Master Agreement.

(d) ***MSRB Rule G-10 Required Disclosures.*** Raymond James & Associates, Inc. is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit [www.sec.gov](http://www.sec.gov) and [www.msrb.org](http://www.msrb.org).

**EXHIBIT B**  
**PUTNAM COUNTY**  
**PROJECT AMENDMENT I**

Section 1. Consistent with the Municipal Advisor Agreement dated November \_\_, 2019 (the "Master Agreement"), the Issuer's formally adopted Debt Management Policy as supplemented or revised and in the interest of full disclosure and transparency, the following disclosures supplement those included in the Master Agreement and are made and hereby acknowledged as fully disclosed and waived where applicable.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this "Project Amendment - I" has been provided to the Issuer at the earliest possible date once individual projects, timetables and similar determinations are made. Fees payable to the Municipal Advisor shall be determined based on Article III of the Master Agreement.

The services, service providers and estimated costs related to the sale and issuance of Debt Obligations to provide funds to finance the Issuer's proposed (i) General Obligation Refunding Bonds, Series 2020 to refund the callable portion of its outstanding General Obligation Public Improvement Bonds, Series 2010, dated December 22, 2010; and (ii) to pay costs related to the sale and issuance of the Debt Obligations (collectively, the "Project") are estimated as follows:

<u>Service</u>	<u>Provider/Other</u>	<u>Estimated Total<sup>1</sup></u>
Municipal Advisor:	Raymond James & Associates, Inc.	\$27,500
Bond Counsel:	Bass Berry & Sims PLC	17,000
Credit Ratings:	Moody's	15,000
POS/OS Publication; Dissemination; Legal Advertising; Printing etc.:	1-deal prospectus	1,500
Registration and Paying Agent:	U.S. Bank National Association	650
Other (CUSIPs):	CUSIP Bureau; Miscellaneous	<u>600</u>
Total:		<u>\$62,250</u>

Section 3. Underwriter's discount is compensation paid to the bond underwriter relating to the purchase of the of the Issuer's Debt Obligations. Such compensation is determined through the formal pricing process on the dates of the sale. This compensation is embedded in the Debt Obligation pricing and is not a separately stated cost of issuance.

<sup>1</sup> Estimated and subject to adjustment and revision based on final sizing and invoices, etc.

Section 4. A State Form CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of Mayor and Aldermen of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

Section 5. To the extent other related Raymond James personnel assist with and provide investment services to the Issuer, it is acknowledged that separate compensation will be paid for any such services and that up to one-half of any such fees paid to Raymond James may be shared internally with representatives of the Municipal Advisor acting as a solicitor and that any such fees charged will be the same regardless of whether a solicitor is used or not.

Section 6. Raymond James serves as Dissemination Agent for the Issuer and is paid a separate annual fee for performance of such services.

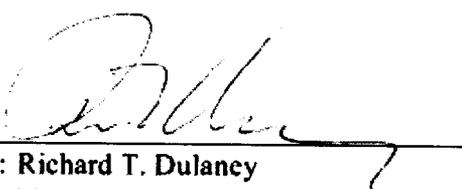
Section 7. From time to time, Bass Berry & Sims PLC has represented Raymond James on matters unrelated to the Issuer and may continue to do so in the future.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS PROJECT AMENDMENT to be signed and sealed by their respective authorized officers this 18<sup>th</sup> day of ~~November~~ 2019.

DECEMBER  
PUTNAM COUNTY, TENNESSEE

By:   
Name: Randy Porter  
Title: County Mayor

RAYMOND JAMES & ASSOCIATES, INC.

By:   
Name: Richard T. Dulaney  
Title: Managing Director  
Public Finance // Debt Investment Banking

Bond Counsel Engagement Letter

(Attached)

[Letterhead of Bass, Berry & Sims PLC]

\_\_\_\_\_, 2019

Putnam County, Tennessee  
Cookeville, Tennessee  
Attention: Randy Porter, County Mayor

**Re: Issuance of General Obligation Refunding Bonds, Series 2020 in the  
Aggregate Approximate Principal Amount of \$6,500,000.**

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Putnam County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to refinance certain outstanding debt of the Issuer and pay costs incident to the sale and issuance of the Bonds. We also understand that the Bonds will be sold at 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 Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its 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.
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, 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
    - i) Do not contain any untrue statement of a material fact or
    - ii) 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) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. 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).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- 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. 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 Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

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

### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$17,000.00. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above 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 the amount we are paid exceed \$17,000.00.

### **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 contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

### **OTHER MATTERS**

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

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

### **CONCLUSION**

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

EXHIBIT C TO THE RESOLUTION

Form of Refunding Escrow Agreement

(Attached)

PUTNAM COUNTY, TENNESSEE

\$ \_\_\_\_\_ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020

REFUNDING ESCROW AGREEMENT

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

WITNESSETH:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding debt obligations, as described herein (the "Outstanding Obligations") by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Obligations as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Obligations, the Issuer has authorized and issued its General Obligation Refunding Bonds, Series 2020 (the "Refunding Bonds"); and

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

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

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

DIVISION I

All right, title and interest of the Issuer in and to \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ derived from the proceeds of the sale of the Refunding Bonds and \$ \_\_\_\_\_ from other legally available funds of the Issuer.

DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

### DIVISION III

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

### DIVISION IV

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

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

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

## ARTICLE I DEFINITIONS AND CONSTRUCTION

(a) 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:

"Agreement" means this Refunding Escrow Agreement;

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

"Escrow Fund" shall have the meaning ascribed to it in Section 2.1 hereof;

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

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Obligations" means the Issuer's General Obligation Public Improvement Bonds, Series 2010, dated December 22, 2010, maturing \_\_\_\_\_; and

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

(b) 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

(a) Creation of Escrow; Deposit of Funds. The Issuer 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.

(b) Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

(1) the amount of \_\_\_\_\_ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

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

Except as provided in subsections (d) and (f) 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.

(c) Disposition of Escrow Funds. The Agent shall, without further authorization or direction from the Issuer, collect the principal and interest 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, as paying agent for the Outstanding Obligations, shall make timely payments to the holders of the Outstanding Obligations of the principal of and interest on the Outstanding Obligations as the same shall become due and payable. The amount and date of principal and interest payments with respect to the Outstanding Obligations are set forth on Exhibit A. Payment on the date and to holders of the Outstanding Obligations in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to such payment. The Issuer 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 Obligations shall be paid from the Escrow Fund, and the Issuer 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 Obligations to the holders thereof as hereinabove provided, the Agent shall transfer any monies then held hereunder to the Issuer and this Agreement shall terminate.

(d) Excess Funds. Except as provided in subsection (f) 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 Obligations, 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 Obligations. Upon retirement of all the Outstanding Obligations, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

(e) Reports. [The Agent shall deliver to the County Clerk of the Issuer, within 90 days of the close of the Issuer's fiscal year, a report current as of the end of such fiscal year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Issuer and which also shall set forth all assets in the Escrow Fund as of the end of such fiscal year and set forth opening and closing balances thereof for that fiscal year. The Agent shall also deliver to the County Clerk, within 90 days following the final disposition of funds herefrom, a report summarizing all transactions relating to the Escrow Fund effected during the term thereof.]

(f) 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 Securities, maturing no later than the next interest payment date of the Outstanding Obligations, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer 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 Obligations 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 and Outstanding Obligations. Any interest income resulting from reinvestment of monies pursuant to this subsection (f) shall be applied first to the payment of principal of and interest on the Outstanding Obligations to the extent the Escrow is or will be insufficient to retire the Outstanding Obligations as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

(g) Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Obligations, except as provided herein with respect to amendments permitted under Section IV(a) 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 Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

(h) Redemption of Outstanding Bonds. The Agent, as registration and paying agent for the Outstanding Obligations, is authorized and directed to send the notice of redemption of the Outstanding Obligations, substantially in the form of Exhibit C, to the holders of the Outstanding Obligations not less than thirty (30) days prior to the date of their redemption in accordance with the terms of the Outstanding Obligations.

### ARTICLE III CONCERNING THE AGENT

(a) Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

(b) 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.

(c) 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 Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Obligations or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. 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 Obligations. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Obligations 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 Obligations 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 Issuer in escrow for the benefit of the holders of the Outstanding Obligations, 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.

(d) Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Obligations as fully and with the same rights as if it were not the Agent.

(e) Exculpation of Funds of Agent. Except as set forth in subsection (c) hereof, 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.

(f) Payment of Deficiency by Issuer. The Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Article II(a) to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Obligations.

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

(h) 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, 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.

(i) Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Obligations notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer 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 Putnam County, Tennessee for the appointment of a successor, or any holder of the Outstanding Obligations 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 Article III(h). The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

(j) Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section III hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Obligations, 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 Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer 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 Article III(h). Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

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

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

(k) Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer 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 Issuer 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 Issuer 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 Article III(h) 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 Article III(h) hereof.

(l) Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, the sum of \$\_\_\_\_\_, payable on the date hereof. 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 Issuer 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 redemption of the Outstanding Obligations; provided, however, that the Issuer 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 Issuer and shall not give rise to any claim against the Escrow Fund.

#### ARTICLE IV MISCELLANEOUS

(a) Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Obligations, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer 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:

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

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Obligations, 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 Securities 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 and interest on the Outstanding Obligations. The Issuer 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 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 Securities 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 and interest on the Outstanding Obligations 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, 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 Securities 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 Issuer.

(b) 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.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

(d) 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 Issuer:

Putnam County, Tennessee  
300 E Spring St., Room 8  
Cookeville, Tennessee 38501  
Attn: County Mayor

To the Agent:

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

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

(e) 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.

(f) 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.

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

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

PUTNAM COUNTY, TENNESSEE

By: *Randy Pate*  
County Mayor

*Alayne Adams*  
County Clerk



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

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

EXHIBIT A

[Debt Service Schedule of General Obligation Public Improvement Bonds, Series 2010, dated December 22, 2010, maturing \_\_\_\_\_, With Name and Address of the Paying Agent and Date and Amount of Payment]

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Premium</u>	<u>Total Debt Service</u>
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Paying Agent: U.S. Bank National Association  
Nashville, Tennessee

EXHIBIT B

[Insert Description of Securities]

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

EXHIBIT C

NOTICE OF REDEMPTION  
PUTNAM COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Putnam County, Tennessee (the “County”), has elected to and does exercise its option to call and redeem on April 1, 2020 the County’s outstanding bonds (the “Outstanding Bonds”) as follows:

**General Obligation Public Improvement Bonds, Series 2010, dated December 22, 2010**

<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, Nashville, Tennessee, as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

The redemption price will become due and payable on April 1, 2020, upon each such Bond herein called for redemption, and such Bond shall not bear interest beyond April 1, 2020.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, 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 TO THE RESOLUTION

Refunding Report of the State Director

(Attached)

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020  
BY PUTNAM COUNTY, TENNESSEE**

The County Mayor of Putnam County, Tennessee, (the "County") submitted a plan of refunding (the "Plan") as required by TCA § 9-21-903 to adopt a resolution authorizing the issuance of a maximum of \$6,500,000 General Obligation Refunding Bonds, Series 2020 (the "Series 2020 Refunding Bonds").

The County has indicated that Raymond James & Associates, Inc. is its Municipal Advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

The Plan was prepared with the assistance of the County's Municipal Advisor. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by this office. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body for review prior to the adoption of a refunding bond resolution. The Series 2020 Refunding Bonds may be issued with a structure different from that of the Plan. The County provided a copy of its debt management policy.

**Balloon Indebtedness**

The structure of the Series 2020 Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the County must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval prior to the County adopting the resolution authorizing the issuance of the debt.

**County's Proposed Objective**

The purpose of the refunding is debt service savings.

**Plan of Refunding**

The County's governing body intends to current refund an estimated \$5,755,000 of its General Obligation Public Improvement Bonds, Series 2010 (the "Series 2010 Bonds"). The County originally issued its \$7,200,000 Series 2010 Bonds, dated December 22, 2010, to finance:

- construction of expansion, improvements and repairs to connector roads, streets and bridges, including, but not limited to, the purchase of rights-of-way and equipment;
- construction of expansions to and repair and renovation of water, sewer, electric and gas utilities and acquisition of related equipment; and
- relocation of utilities.

Collectively, these are the Projects financed with the proceeds of the Series 2010 Bonds. These Projects were constructed in connection with the construction of a mixed use industrial park and business park (the "Park") jointly with the City of Cookeville (the "City").

The County and City were jointly issued a Certificate of Public Purpose and Necessity on March 5, 2009, Certificate No. 262, by the Tennessee Department of Economic Development's Building Finance Committee permitting the issuance of the Series 2010 Bonds for the purpose of the purchase and/or development of a business park.

The Series 2020 Refunding Bonds will be first refunding of the Series 2010 Bonds.

**Refunding Analysis**

- Results of the refunding assume that the County intends to sell \$5,755,000 Series 2020 Refunding Bonds by competitive sale, priced at a premium of \$740,880.
- The proceeds from the Series 2020 Refunding Bonds and bond premium, will be used to retire the \$6,300,000 Series 2010 Bonds as well as to pay \$105,413 in costs to issue the bonds.
- The refunding is projected to produce net present of \$570,439 or 9.06% of the refunded bonds amount of \$6,300,000.
- The Series 2020 Refunding Bonds will be structured as fixed interest rate bonds having a final maturity of April 1, 2030.
- The final maturity of the Series 2019 Refunding Bonds does not extend beyond the final maturity of the Series 2010 Bonds.
- Estimated costs of issuance for the Series 2020 Refunding Bonds are \$105,413 or \$18.32 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

**Table 1  
Putnam County  
General Obligation Refunding Bonds, Series 2020  
Costs of Issuance**

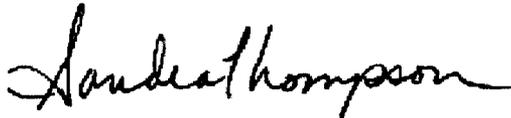
	Amount	Price per \$1,000 Bond
Underwriter <sup>1</sup>	\$ 43,162.50	\$ 7.50
Municipal Advisor (Raymond James)	27,500.00	4.78
Bond Counsel (Bass Berry & Sims)	17,000.00	2.95
Rating Agency (Moody's)	15,000.00	2.61
Miscellaneous	2,750.00	0.48
<b>Total Cost of Issuance</b>	<b>\$ 105,412.50</b>	<b>\$ 18.32</b>

Note 1: To be determined by competitive sale.

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

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

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



Sandra Thompson  
Director of the Office of State and Local Finance  
Date: November 22, 2019

The Chairman asked for discussion on the motion to approve the Resolution Authorizing the Issuance of General Obligation Refunding Bonds of Putnam County, Tennessee in the Aggregate Approximate Principal Amount of \$6,500,000, in One or More Series: Making Provisions 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. There was none.

The Chairman asked the Commissioners to vote on the motion. The Commissioners voted as follows:

FOR:

Jonathan A D Williams  
Sam Sandlin  
Jim Martin  
Jerry Ford  
Jordan Iwanyszyn  
Theresa Tayes  
Jerry Roberson  
Cindy Adams  
Terry Randolph  
Chris Cassetty  
Adam Johnson

A J Donadio  
Grover Bennett Jr.  
Danny Holmes  
Jimmy Neal  
Dale Moss  
Kim Bradford  
Joe Iwanyszyn  
Darren Wilson  
Cathy Reel  
Mike Atwood

ABSENT:

Kevin Christopher

Ben Rodgers  
Kathy Dunn

The Clerk announced that twenty-one (21) voted for, zero (0) voted against, zero (0) abstained, and three (3) absent. The motion carried.

**MOTION RE: FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL FOR COUNTY MAYOR RANDY PORTER, TO PROCEED WITH THE PURCHASE OF 11 ACRES BEING, TAX MAP 128, PARCEL 33.00, IN THE AMOUNT OF \$65,000 AND TO AUTHORIZE HIM TO SIGN ALL DOCUMENTS RELATED TO THIS PURCHASE**

Commissioner Mike Atwood moved and Commissioner Adam Johnson seconded the motion to approve for County Mayor, Randy Porter to proceed with the purchase of 11 acres being, Tax Map 128, Parcel 33.00, in the amount of \$65,000 and to authorize him to sign all documents related to the purchase.

(SEE ATTACHED)

Mulberry Rd

Jack Dobbs Rd

Cookeville Boat Dock Rd

Martin Rd

Martin Rd

Gilley Hill Rd

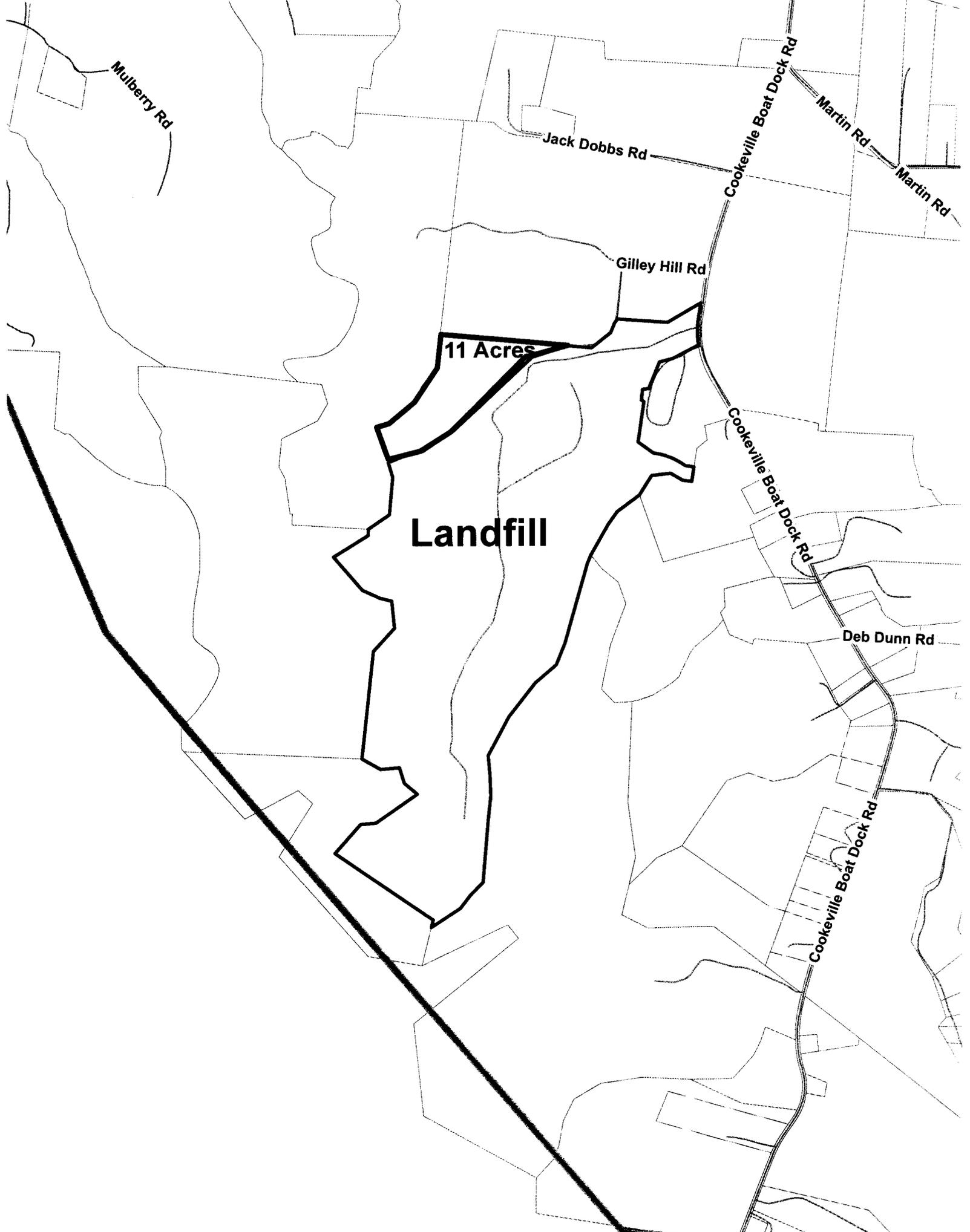
11 Acres

Landfill

Cookeville Boat Dock Rd

Deb Dunn Rd

Cookeville Boat Dock Rd



The Chairman asked for discussion on the motion to approve for County Mayor, Randy Porter to proceed with the purchase of 11 acres being, Tax Map 128, Parcel 33.00, in the amount of \$65,000 and to authorize him to sign all documents related to the purchase. The Commissioners discussed the motion.

The Chairman asked the Commissioners to vote on the motion to amend. The Commissioners voted as follows:

FOR:

Jonathan A D Williams  
Sam Sandlin  
Jim Martin  
Jerry Ford  
Jordan Iwanyszyn  
Theresa Tayes  
Jerry Roberson  
Cindy Adams  
Terry Randolph  
Chris Cassetty  
Adam Johnson

A J Donadio  
Grover Bennett Jr.  
Danny Holmes  
Jimmy Neal  
Dale Moss  
Kim Bradford  
Joe Iwanyszyn  
Darren Wilson  
Cathy Reel  
Mike Atwood

ABSENT:

Kevin Christopher

Ben Rodgers  
Kathy Dunn

The Clerk announced that twenty-one (21) voted for, zero (0) voted against, zero (0) abstained, and three (3) absent. The motion carried.

**NOMINATING COMMITTEE:** None

**REPORT OF SPECIAL COMMITTEES:** None

**RESOLUTIONS:** None

**ELECTION OF NOTARIES:**

**MOTION RE: APPROVE THE ELECTION OF NOTARIES**

Commissioner Kim Bradford moved and Commissioner Jimmy Neal seconded the motion to approve the Election of Notaries.

(SEE ATTACHED)

PUTNAM COUNTY CLERK  
WAYNE NABORS COUNTY CLERK  
P.O. BOX 220  
COOKEVILLE TN 38503  
Telephone 931-526-7106  
Fax 931-372-8201

Notaries to be elected December 16, 2019

---

FRIDA S AMORETTI  
RACHAEL E BILLINGSLEY  
JACKIEE CARRILLO  
TONYA DEVINEY  
MATTHEW A GARRETT  
AMANDA HUDSON  
KIMBERLY M KELLUM  
DANA R LOOPER

MARILYN A MULLINIX  
RAY H NOBLIT  
TAMMIE ANN KEITH PIPPIN  
BRYANT KEITH PRESLEY  
ASHLEY MICHELLE STEPHENS  
ELIZABETH LEIGH ANN VICKERS  
LARRY WILEY

The Chairman asked for discussion on the motion to approve the Election of Notaries. There was none.

The Chairman asked the Commissioners to vote on the motion to approve the Election of Notaries. The Commissioners voted as follows:

FOR:

Jonathan A D Williams  
Sam Sandlin  
Jim Martin  
Jerry Ford  
Jordan Iwanyszyn  
Theresa Tayes  
Jerry Roberson  
Cindy Adams  
Terry Randolph  
Chris Cassetty  
Adam Johnson

A J Donadio  
Grover Bennett Jr.  
Danny Holmes  
Jimmy Neal  
Dale Moss  
Kim Bradford  
Joe Iwanyszyn  
Darren Wilson  
Cathy Reel  
Mike Atwood

ABSENT:

Kevin Christopher

Ben Rodgers  
Kathy Dunn

The Clerk announced that twenty-one (21) voted for, zero (0) voted against, zero (0) abstained, and three (3) absent. The motion carried.

**OTHER NEW BUSINESS:**

**RECOGNIZE CASH FLOW ANALYSIS AND MONTHLY BUDGET TO ACTUAL REPORT FOR THE GENERAL PURPOSE SCHOOL FUND**

No action required for minutes only.

(SEE ATTACHED)

# *Department of Education*

## *Putnam County*

Mr. Jerry Boyd, Director of Schools

Board of Education  
Dawn Fry, Chair  
Celeste Gammon, Vice-Chair

1400 East Spring Street  
Cookeville, Tennessee 38506-4313  
Phone (931) 526-9777  
FAX (931) 372-0391

Board Members  
Kim Cravens  
Jerry Maynard  
David McCormick  
Lynn McHenry

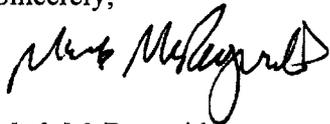
December 3, 2019

Honorable Commissioners  
Putnam County Courthouse  
Cookeville, TN 38501

Honorable Commissioners:

Please see attached Cash Flow Analysis and Monthly Budget to Actual Report for the General Purpose School Fund (141) for year FY20.

Sincerely,



Mark McReynolds  
Putnam County Board of Education

Enclosures:

- General Purpose School Fund Cash Flow Analysis for year FY20 as of December 1, 2019.
- Monthly Budget to Actual Report as of October 31, 2019.

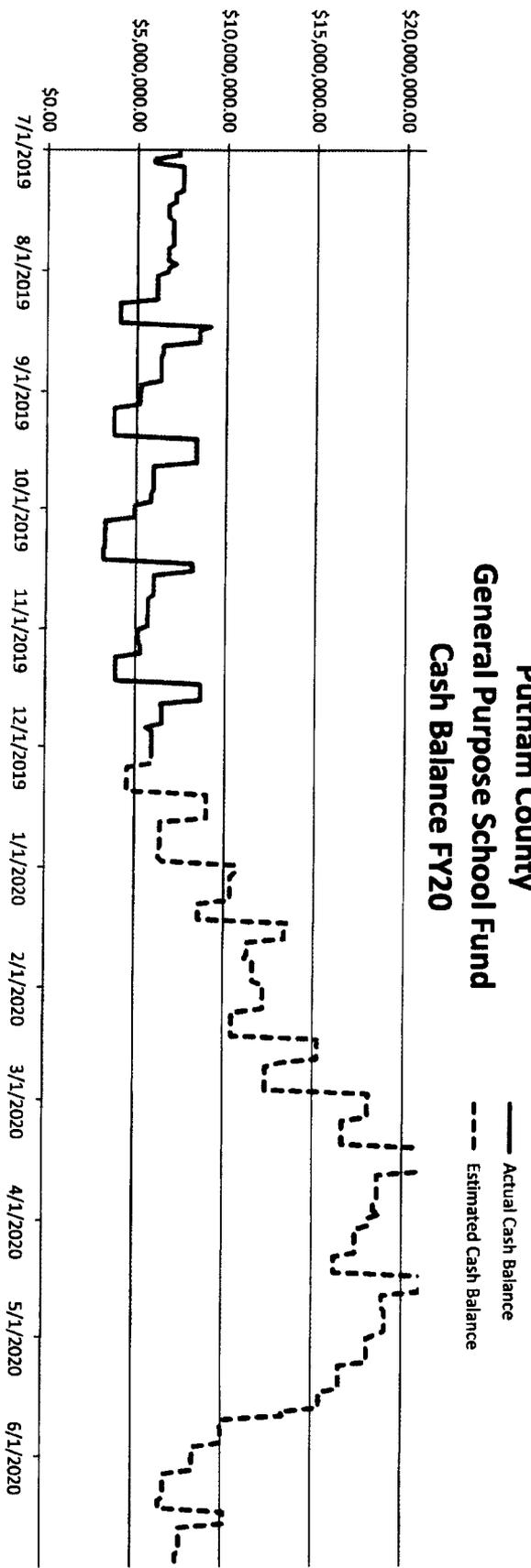
**PUTNAM COUNTY BOARD OF EDUCATION  
FUND 141 - GENERAL PURPOSE SCHOOL FUND  
MONTHLY BUDGET TO ACTUAL REPORT**

	2019-2020		Actual				Total Year to Date
	Budget	July 2019	August 2019	September 2019	October 2019		
40000 Local Revenue	34,208,655	101,263	1,503,273	1,472,172	2,161,274	5,237,983	
41000 Licenses and Permits	6,000	589	361	665	675	2,290	
43000 Charges for Current Services	260,850	1,235	21,284	14,025	36,010	72,554	
44000 Other Local Revenue	31,700	665	2,299	2,475	2,440	7,879	
46000 State of Tennessee	57,208,559	-	5,441,714	5,470,801	5,844,593	16,757,108	
47000 Federal Thru State	916,084	-	15,292	31,814	50,359	97,465	
48000 Donations/Other	9,000	-	2,771	4,775	2,775	10,320	
49000 Other Sources	900,000	-	51,361	51,356	51,361	154,078	
<b>TOTAL</b>	<b>93,540,849</b>	<b>103,753</b>	<b>7,038,356</b>	<b>7,048,083</b>	<b>8,149,486</b>	<b>22,339,677</b>	

**Expenditures:**

71100 Regular Education	45,443,230	568,292	4,178,092	3,641,847	3,651,444	12,039,675
71150 Alternative Education	774,046	8,034	63,084	62,982	62,879	196,979
71200 Special Education	9,308,924	113,850	737,725	752,552	752,698	2,356,825
71300 Vocational Education	1,671,257	21,921	114,467	117,550	128,851	382,789
71600 Adult Education	562,416	29,534	42,426	43,511	42,279	157,749
72110 Attendance	298,112	19,213	79,805	19,075	19,024	137,117
72120 Health Services	1,079,183	21,608	96,579	88,987	89,239	296,413
72130 Other Student Services	2,784,284	34,128	258,242	247,530	204,444	744,344
72210 Regular Ed. Support	2,888,873	113,739	325,987	209,031	218,763	867,540
72215 Alternative Ed. Support	135,420	8,118	11,107	11,107	11,107	41,440
72220 Special Ed. Support	1,752,771	62,480	138,410	145,036	134,766	480,691
72230 Vocational Ed. Support	93,836	8,380	7,084	7,184	7,084	29,731
72250 Technology	1,525,525	67,504	290,889	89,945	87,187	535,525
72260 Adult Ed. Support	181,454	12,639	12,813	13,566	13,176	52,195
72310 Board of Education	1,840,286	532,933	85,542	56,690	91,660	766,826
72320 Office of the Director	155,291	13,280	12,563	12,170	11,800	49,812
72410 Office of Principal	6,567,488	150,535	536,089	533,809	536,870	1,757,304
72510 Fiscal Services	888,191	87,461	127,684	64,838	65,218	345,201
72520 Human Services/Personnel	242,738	19,751	17,948	28,914	19,946	86,559
72610 Operation of Plant	7,095,242	491,930	616,537	330,871	820,471	2,259,808
72620 Maintenance of Plant	2,110,446	136,275	206,433	358,659	12,373	713,740
72710 Transportation	3,532,835	107,573	265,000	250,736	243,666	866,975
73100 Food Services	474,312	34,686	34,682	34,686	35,909	139,963
73300 Community Services	779,932	13,905	12,372	38,114	88,320	152,711
73400 Early Childhood Education	1,854,757	28,938	165,480	143,630	142,791	480,838
76100 Regular Capital Outlay	-	-	-	-	-	-
99100 Operating Transfers	-	-	36,796	976	(12,754)	25,017
<b>TOTAL</b>	<b>94,040,849</b>	<b>2,706,707</b>	<b>8,473,837</b>	<b>7,303,994</b>	<b>7,479,232</b>	<b>25,963,770</b>

**Putnam County  
General Purpose School Fund  
Cash Balance FY20**



7/1/2019	\$ 6,897,164.99	2/1/2020	\$ -
8/1/2019	\$ 6,700,662.70	3/1/2020	\$ -
9/1/2019	\$ 5,198,740.43	4/1/2020	\$ -
10/1/2019	\$ 4,902,415.95	5/1/2020	\$ -
11/1/2019	\$ 5,143,615.87	6/1/2020	\$ -
12/1/2019	\$ 6,536,999.92	7/1/2020	\$ -
1/1/2020	\$ -		\$ -

**HEAR FROM COUNTY MAYOR RANDY PORTER ON BONDING CAPACITY**

County Mayor, Randy Porter speaks to the Commission regarding Bonding Capacity.

(SEE ATTACHED)



**Debt Service**

<b><u>Current Bonds</u></b>	<b><u>Original</u></b>	<b><u>Balance</u></b>	<b><u>Interest</u></b>	<b><u>Rate</u></b>	<b><u>End</u></b>
2001 School Bond	35,280,000	0	0	5.25%	
2007 EMS\Health\Clerk	16,000,000	11,180,000	1,518,391	2.09%	2028
2017 School Refunding	57,700,000	40,675,000	8,746,300	2.35%	2028
2010 Business Park	7,200,000	6,300,000	1,302,526	3.25%	2030
2013 Schools Bond	52,235,000	51,435,000	13,995,595	3.00%	2033
<b>TOTALS</b>	<b>168,415,000</b>	<b>109,590,000</b>	<b>25,562,812</b>		

2014 Total Debt – **237 million**

End of Fiscal 2019-2020 Total Debt – **135 million**

**Debt Service Revenue**

2017 \$17,205,752  
 2018 \$18,401,745  
 2019 \$19,475,015

**Bond Payments**

2020-2021 13.37 million  
 2021-2022 13.26 million  
 2022-2023 13.12 million  
 2023-2024 13.17 million  
 2024-2025 13.25 million  
 2025-2026 13.31 million  
 2026-2027 12.84 million  
 2027-2028 9.83 million  
 2028-2029 7.65 million  
 2029-2030 7.45 million

## **Future Debt Capacity**

For every 1 million of debt, you need \$67,000 for the bond payment each year (20 year)  
(10 million bond would require \$670,000 in annual payments)

For every 1 million of debt, you need \$58,000 for the bond payment each year (25 year)  
(10 million bond would require \$580,000 in annual payments)

### **20 Year Bond**

4 million in revenue = 60 million bonding capacity  
5 million in revenue = 75 million bonding capacity  
5.5 million in revenue = 82 million bonding capacity

### **25 Year Bond**

4 million in revenue = 69 million bonding capacity  
5 million in revenue = 86 million bonding capacity  
5.5 million in revenue = 95 million bonding capacity

Anything above 5 million or above leaves very little revenue for capital expenditures,  
unless sales tax and hotel tax continues to grow.

Anything above 5 million also doesn't leave any room for a downturn in the economy.

### **Sales Tax Revenue**

2007-2008 \$30,767,223  
2008-2009 \$29,902,883  
2009-2010 \$29,716,231 (low point)  
2010-2011 \$30,836,016

**ANNOUNCEMENTS AND STATEMENTS:**

**EMPLOYEE OF MONTH: LINDSAY SPAIN – PRESCOTT SOUTH ELEMENTARY SCHOOL – MIDDLE TENNESSEE GRAND DIVISION TEACHER OF THE YEAR**

**SPECIAL RECOGNITION OF THE MONTH: MONTEREY HIGH SCHOOL FOOTBALL TEAM – FIRST IN SCHOOL HISTORY TO GO UNDEFEATED IN THE REGULAR SEASON**

(SEE ATTACHED)

12/17/19

**FROM PAGE 1**

herald-citizen.com

## *County Commission Awards*



JIM HERRIN | HERALD-CITIZEN

**The Monterey High School football team was given a Special Recognition Award at Monday's Putnam County Commission meeting. The team was the first in school history to go undefeated in the regular season.**



JIM HERRIN | HERALD-CITIZEN

**Prescott South Elementary School teacher Lindsay Spain, Middle Tennessee Grand Division Teacher of the Year, is recognized as Employee of the Month for December. From left, Commissioner Jimmy Neal, Director of Schools Jerry Boyd, Prescott South Principal Catherine Jones, Spain, commissioners Kim Bradford, Cathy Reel and Cindy Adams, and County Clerk Wayne Nabors.**

**MOTION RE: ADJOURN**

Commissioner Joe Iwanyszyn moved and Commissioner Kim Bradford seconded the motion to Adjourn.

The Chairman asked for discussion on the motion. There was none.

The Chairman asked for a voice vote on the motion. The motion carried.

# **PLANNING COMMITTEE MEETING**

**TO: Putnam County Board of Commissioners**

**FROM: Randy Porter, County Mayor**

**DATE: December 4, 2019**

**RE: Planning Committee Agenda**

**Listed below are items to be considered by the County's Planning Committee on Monday, December 9, 2019, IMMEDIATELY AFTER FISCAL REVIEW COMMITTEE MEETING.**

1. Consider request from the Sheriff's Office to declare an asset as surplus and to be sold via Internet/public auction.
2. Any other business that needs to be reviewed by the Planning Committee.

**NO NOMINATING COMMITTEE MEETING THIS MONTH**

**PLANNING COMMITTEE  
MINUTES  
December 12, 2019**

Prepared by Deborah Francis

**ROLL CALL**

Kevin Christopher	Present	Grover Bennett Jr.	Present
Sam Sandlin	Present	Danny Holmes	Present
Jordan Iwanyszyn	Present	Dale Moss	Present
Theresa Tayes	Present	Kim Bradford	Present
Terry Randolph	Present	Kathy Dunn	Present
Adam Johnson	Present	Cathy Reel	Absent

***Item #1 Sheriff's list for declaring asset as surplus***

**Motion: Recommends approval of the request from the Sheriff's Office to declare an asset as surplus (totaled car).**

2015 Ford Taurus VIN# 1FAHP2MK4FG142427

Made By: Bradford

**VOICE VOTE**

**APPROVED**

Seconded: Holmes

***Item #2 Any other business***

***NONE***

**ADJOURNED**

# **FISCAL REVIEW COMMITTEE**

**TO: Putnam County Board of Commissioners**

**FROM: Randy Porter, County Mayor**

**DATE: December 4, 2019**

**RE: Fiscal Review Committee Agenda**

**Listed below are items to be considered by the County's Fiscal Review Committee on Monday, December 9, 2019, at 5:30 PM in the County Commission Chambers at the Courthouse.**

1. Consider budget amendments to the General Purpose School Fund.
2. Consider budget amendments to the Road Department Fund.
3. Consider a Resolution encouraging the support of legislation which directs TennCare to Reimburse ground ambulance providers at a rate not less than the current Medicare fee schedule and adding funding to the 2020-2021 State Budget.
4. Consider a Resolution authorizing the Issuance of General Obligation Refunding Bonds of Putnam County, Tennessee in the aggregate approximate principal amount of \$6,500,000, 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.
5. Hear from County Mayor on Landfill Cover Proposal.
6. Any other business that needs to be reviewed by the Fiscal Review Committee.

**NO NOMINATING COMMITTEE MEETING THIS MONTH**



