

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

BUDGET & FINANCE COMMITTEE

Landon Gulley, Chair
Bubba Gregory, Vice Chair

Amy Thomas, CCFO, Secretary (NVM)
Beverly Atwood

Will Dennis
Jerry Ford

JUNE 20, 2023 | 6:00 PM | TC COMMUNITY CENTER

AGENDA

1. Open Meeting
2. Review Minutes from May 15, 2023
3. Financial Statements
 - A. Trustee Cash Balance Statement – May 2023
 - B. Financial Summaries w/ projected fund balances – May 2023
 - C. American Rescue Plan Statement

4. Budget Amendments

FUND 101 – GENERAL FUND

2023-101-25	Clean Up Entries	\$	7,357
2023-101-26	Fire & Rescue Grants		16,644

FUND 111 – URBAN SERVICES FUND

2023-111-02	Clean Up Entries	\$	17,830
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FUND 118 – AMBULANCE SERVICES FUND

2023-118-03	Overtime	\$	50,000
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FUND 131 – HIGHWAY FUND

2023-131-04	Line Items	\$	55,870
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FUND 141 – GENERAL PURPOSE SCHOOLS FUND

2023-141-11 (58)	TN Arts Commission – Afterschool Program	\$	1,500
2023-141-12 (70)	Salary Increase, Director Bonus, Admin Equip		26,839
2023-141-13 (81)	Summer Learning Camp		149,902
2023-141-14 (82)	Summer Learning Transportation		27,188

FUND 151 – DEBT SERVICES FUND

2023-151-02	Interest Increase	\$	7,000
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5. Discussion Items
 - A. ARPA Spending: LPRF Park Project \$100,000
 - B. Debt Resolutions
 - 1) 1.9M for Schools
 - 2) 3.264M Refunding 2016 Loans
 - C. Wheel Tax
6. Public Comments
7. Adjourn

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

FINANCE COMMITTEE

MAY 15, 2023 | 6:00PM | TC COMMUNITY CENTER

MINUTES

Members Present: 5/5

Landon Gulley, Chair

Beverly Atwood

Jerry Ford

Bubba Gregory, Vice Chair

Will Dennis

Others Present: Amy Thomas, Mayor Jack McCall, Hon. Branden Bellar, Comm Lonnie Taylor, Comm David Thomas, Comm David Nollner, Comm Mark Presley, Comm Chris Gregory, Comm Lesley Overman

- 1. The meeting was called to order at 6:00 pm by Chairman Gulley. Quorum was determined with all 5 members present.
- 2. Minutes from the April 17, 2023 regular meeting were reviewed.

Motion to accept the minutes as presented by TB Gregory; second by Atwood.
Minutes accepted as presented.

3. Financial Statements

- A. **Trustee Cash Balance | April 2023** Committee Reviewed the April 2023 Statement. No concerns were noted.

Motion to accept the cash balance as presented by Ford; second by Atwood.
Trustee Trial Balanced accepted as presented.

B. **April 2023 Financial Summaries**

101-40161 PILOT TVA line item is higher than budgeted at 245.6%. Ms. Thomas will double check with the Trustee to see if it was receipted correctly. *(Trustee verified the amount is correct)*

101-54420 RESCUE. Last month's BA for turnout gear has not yet been expended. The department will need to open a PO by June 30.

No other concerns were noted within the other funds.

Motion to accept the financial statements as presented by Ford; second by Atwood.
April 2023 financial statements accepted as presented.

4. Budget Amendments

2023-101-21	Insurance Recovery	\$	12,291
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Insurance recovery on two structures from March 3 wind damage and a patrol incident

2023-101-22	Clean Up Entries	\$	9,500
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Clean up line items for Register of Deeds Retirement and Jail Overtime.

2023-101-23	Rescue Vehicle / ARPA transfer	\$	53,610
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Appropriating funding to purchase a new vehicle for the Rescue Squad. BA includes lighting. Full amount of transfer will be held until purchase is made. Committee does not want the full amount to completely come from ARPA funding, but understands the need for its availability.

2023-101-24	Fire: Brush Truck	\$	300,033
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This includes the insurance recovery of \$174,033 and transferring \$126,000 to the purchase of a Fire Brush Truck. Moving from FY24 to FY23 to procure the purchase.

Motion to recommend BA 101-21 through 101-24 to the full Commission by TB Gregory; second by Atwood
MOTION APPROVED
w/o opposition

2023-151-01	JSMS Additional Principal	\$	108,794
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Appropriating the additional principal payment made in November 2022.

Motion to recommend BA 151-01 to the full Commission by Atwood; second by Dennis.

MOTION APPROVED
voice vote w/o opposition

2023-141-08	Attendance Software	\$	5,000
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Additional costs of student attendance software

2023-141-09	Employee Health Insurance	\$	4,200
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Transfer necessary to pay for additional employee health insurance.

2023-141-10	Textbooks	\$	110,000
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Completing the purchase of the textbook adoption cycle.

Motion to recommend BA 141-08 through 141-10 to the full Commission by Atwood; second by TB Gregory

MOTION APPROVED
voice vote w/o opposition

5. Other Discussion

A. **Budget FY2024 Ordinances**

i. General Services Appropriations for FY2024

Ford made comment on the 2.5% wage increase including consideration of the ARPA bonuses in 2022. The County has made two years of raises. He believes that we should not do the step increase this year. Does not believe we should continue to give a continuous annual increase. Asks the committee to consider a bonus situation so it will not be obligated the following year.

Estimated expense for all funds (101, 111, 116, 118) is \$376,128 or roughly 10.2 cents. Ford suggests \$500-\$600 per employee as a bonus.

Gregory feels that two weeks have been spent on going over the numbers and the employees need to be appreciated with the proposed increased.

Mayor's opinion is that everything is going up and employees are also affected by this. The proposed increase should stay.

Dennis opined that he agrees with Ford that the amount may not be sustainable. However, we have made headway on adjusting the wages to a market rate and have employee retention. Doesn't believe we need to change this though on the 11th hour and we should look at this in the FY25 budget.

Atwood motioned to recommend the Ordinance to the full Commission; seconded by TB Gregory

MOTION CARRIED
w/ opposition 4 yes / 1 no (Ford)

ii. General Services Tax Levy 2023

The levy is proposed to remain at 1.9377 for General Services.

Gulley stepped down as chair to speak to the levy and Gregory took the chair. Due to the pending debt to be taken for the TCES roof, Gulley would like to increase the tax levy by 5¢ to be dedicated to Fund 151 Debt Services. This would make the total General Tax Levy 1.9877.

Gulley motioned to increase the levy by 5 cents to be dedicated to Debt Services and making the rate 1.9877; seconded by Dennis.

MOTION CARRIED
w/o opposition

iii. Urban Services Appropriations FY2024

The Urban Services Council met at an earlier meeting and recommended the ordinance for the full Commission.

Gregory motioned to recommend the Ordinance to the full Commission; seconded by Atwood

MOTION CARRIED

w/ opposition 4 yes / 1 no (Ford)

iv. Urban Services Tax Levy 2023

Urban Services Council has approved this rate.

6. Public Comment

- Comm David Thomas: to the discussion of the raises. Feels that a contribution toward the benefits would be more palatable. Employees aren't taking this benefit due to the expense.
 - Gulley has also investigated this thought and found that half of the employees take this benefit. Contributing to the insurance would not benefit all employees.

7. Adjourn: A motion to adjourn was made by Ford; seconded by Gregory.
Adjourned at 6:53 pm

*Minutes submitted by
Amy Thomas*

TROUSDALE COUNTY TRUSTEE

TRIAL BALANCE

May 31, 2023

ACCT FUNC	DECRPTION	Beginning Fiscal Year Balance	YTD Debits	YTD Credits	Ending Balance
999-11120	CASH ON HAND	7,855.49	21,330,614.22	21,337,836.69	633.02
999-11130- 201	1ST NATIONAL BANK	1,000,000.00	-	-	1,000,000.00
999-11130- 203	1ST NATIONAL BANK 5492	604,000.00	-	-	604,000.00
999-11130- 205	1ST NATIONAL BANK ROAD SUPER	-	25,000.00	-	25,000.00
999-11130- 21	1ST NATIONAL BANK 8120777	7,458,175.51	17,839,418.66	16,289,009.01	9,008,585.16
999-11130- 210	1ST NATIONAL BANK 7871	940,000.00	-	-	940,000.00
999-11130- 22	1ST NATIONAL BANK PAYROLL TAXES	-	2,849,909.07	2,773,043.25	76,865.82
999-11130- 23	1ST NATIONAL BANK OTHER AGENC	111,258.62	285.06	32,834.59	78,709.09
999-11130- 30	WILSON BANK & TRUST 0551	6,900,037.62	30,604,896.77	28,007,222.03	9,497,712.36
995-11130- 303	WBT ROAD SUPERINTENDENT	25,000.00	-	-	25,000.00
999-11130- 304	WBT CD#139582	150,000.00	-	-	150,000.00
999-11130- 305	WBT ROAD SUPERINTENDENT	25,000.00	25,000.00	50,000.00	-
999-11130- 306	WBT CD#291943	550,000.00	-	-	550,000.00
999-11130- 31	WBT (HEALTH INSURANCE	-	2,495,722.95	2,494,935.95	787.00
999-11130- 32	WBT/HARTS/TROUS RETIREME	13,665.18	1,451,115.93	1,408,272.84	56,508.27
999-11130- 33	WBT CCA CORECIVIC	236,989.83	63,616,987.35	58,160,878.10	5,693,099.08
999-11410	ACCOUNTS RECEIVABLE	736.00	397,554.83	398,145.83	145.00
999-14310	UNDISTRIBUTED WARRANTS	-	94,202,087.64	94,202,087.64	-
	TOTAL ASSETS	18,022,718.25	234,838,592.48	225,154,265.93	27,707,044.80

						Cash Balance	
						- NOT FUND BALANCE -	
995-21500- 101	COUNTY GENERAL	4,176,302.87	9,005,475.47	10,002,422.67	5,173,250.07	-101	COUNTY GENERAL
999-21500- 111	URBAN SERVICE FUND	1,794,708.38	983,149.56	1,391,145.67	2,202,704.49	-111	URBAN SERVICE FUND
999-21500- 116	SOLID WASTE	1,186,187.00	676,072.99	684,842.74	1,194,956.75	-116	SOLID WASTE
999-21500- 118	HARTS/TROUS COUNTY AMBUL	439,536.64	1,248,615.38	1,335,705.21	526,626.47	-118	AMBULANCE
999-21500- 121	SPECIAL PURPOSE	236,989.83	58,160,878.10	63,616,987.35	5,693,099.08	-121	CORECIVIC - TTCC
999-21500- 122	TROUSDALE COUNTY DRUG	79,887.18	19,380.40	49,071.02	109,577.80	-122	COUNTY DRUG
999-21500- 127	AMER RESQ FUND - GENERAL	70,560.19	6,014.67	1,150,865.06	1,215,410.58	-127	ARPA - GENERAL
999-21500- 128	AMER RESQ FUND - URBAN	1,642,429.68	1,410,656.58	1,685,423.93	1,917,197.03	-128	ARPA - URBAN
999-21500- 131	COUNTY HIGHWAY	1,537,649.03	1,766,800.96	1,906,064.86	1,676,912.93	-131	COUNTY HIGHWAY
999-21500- 141	PUBLIC SCHOOL	4,398,473.44	11,323,140.69	12,423,779.22	5,499,111.97	-141	PUBLIC SCHOOL
999-21500- 142	SCHOOL FEDERAL PROJECTS	335,706.91	2,152,078.91	2,039,555.12	223,183.12	-142	SCHOOL FEDERAL PROJECTS
999-21500- 143	CENTRAL CAFETERIA	582,137.68	1,034,388.38	1,082,919.57	630,668.87	-143	CENTRAL CAFETERIA
999-21500- 151	DEBT SERVICE	799,367.05	945,884.52	745,038.74	598,521.27	-151	DEBT SERVICE
599-21500- 156	EDUCATION DEBT	223,793.18	223,852.16	58.98	0.00	-156	EDUCATION DEBT
999-21500- 171	GENERAL CAPITAL PROJECT	21,684.21	3,000.00	300,000.00	318,684.21	-171	CAPITAL PROJECTS FUND
999-21500- 362	OTHER AGENCY-DA	111,236.76	32,837.44	285.06	78,684.38		
999-21500- 363	15th JD DRUG TASK FORCE	335,472.33	244,856.29	388,687.03	479,303.07	-363	DTF
999-21500- 364	DISTRICT ATTORNEY GENERA	27,714.82	25,724.51	23,871.53	25,861.84		
999-21500- 920	UNEMPLOYMENT-DUE TO STAT	-	4,244.31	4,244.31	-		
999-21500- 921	PAYROLL TAXES	-	2,780,831.44	2,857,697.26	76,865.82		
999-21500- 922	METRO GOVT INSURANCE	-	758,259.95	759,046.95	787.00		
999-21500- 923	RETIREMENT CONTRIBUTIONS	13,604.22	1,408,272.84	1,451,099.60	56,430.98		
999-21500- 931	TEACHER INSURANCE	9,276.85	1,600,679.29	1,600,609.51	9,207.07		
999-22200	OTHER DEFERRED REVENUE	-	5,616.80	5,616.80	-		
999-28310	UNDISTRIBUTED TAXES	-	10,552.90	10,552.90	-		
999-29900	FEE/COMMISSION ACCOUNT	-	224,386.65	224,386.65	-		
	TOTAL LIABILITIES	18,022,718.25	96,055,651.19	105,739,977.74	27,707,044.80		
	TOTAL COUNTY TRUSTEE		330,894,243.67	330,894,243.67			

Comparison MAY 2022 / MAY 2023

	Property Tax		Revenues		Expenses	
	<i>May 22</i>	May 23	<i>May 22</i>	May 23	<i>May 22</i>	May 23
101	104.4%	104.8%	98.0%	93.2%	68.9%	67.8%
111	102.5%	103.8%	93.8%	107.3%	69.5%	65.6%
116	104.6%	106.0%	105.7%		68.9%	66.7%
118	104.6%	102.0%	90.0%	97.6%	72.8%	79.4%
131	104.3%	106.0%	89.3%	90.1%	61.2%	59.6%
151	97.5%	106.0%	137.8%	100.0%	88.0%	95.4%

* 151 received \$300,000

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

101 General Fund

11th Month 91.7%

YearToDate

Account	Description	Budget	Actual	% of Budget
Revenues				<i>Actual/Budget</i>
40110	Current Property Tax	2,860,362	2,998,527	104.8%
40115	Discount On Property Tax	(50,000)	(36,215)	72.4%
40120	Trustee's Collections - Prior Year	80,000	60,952	76.2%
40130	Cir Clk/Clk & Master Collections-Pr Yr	60,000	29,844	49.7%
40140	Interest And Penalty	10,000	10,343	103.4%
40161	Payments In Lieu Of Taxes - T. V. A.	10,000	24,564	245.6%
40163	Payments In Lieu Of Taxes - Other <i>(June)</i>	8,700	-	-
40210	Local Option Sales Tax <i>Runs a month behind</i>	900,000	838,334	93.1%
40220	Hotel/Motel Tax	3,000	2,247	74.9%
40230	Local Amusement Tax	100	111	111.4%
40250	Litigation Tax - General	25,000	24,986	99.9%
40260	Litigation Tax - Special Purpose	60,000	69,708	116.2%
40270	Business Tax <i>(due date April 15, deposited in May)</i>	60,000	58,431	97.4%
40275	Mixed Drink Tax	6,000	8,331	138.8%
40285	Adequate Facilities/Development Tax	140,000	154,873	110.6%
40290	Other County Local Option Taxes <i>(May)</i>	8,000	11,451	143.1%
40320	Bank Excise Tax	100,000	84,439	84.4%
40330	Wholesale Beer Tax	160,000	118,479	74.0%
41140	Cable TV Franchise <i>(Jan / June)</i>	6,000	2,406	40.1%
41520	Building Permits	140,000	113,717	81.2%
41590	Other Permits	100	240	240.0%
42110	Fines	200	285	142.5%
42120	Officers Costs	1,500	957	63.8%
42190	Data Entry Fee Circuit Court	500	272	54.4%
42310	Fines	10,000	8,457	84.6%
42320	Officers Costs	26,500	21,910	82.7%
42330	Games And Fish Fines	100	23	22.5%
42350	Jail Fees	4,000	2,774	69.4%
42380	DUI Treatment Fines	2,000	2,470	123.5%
42390	Data Entry Fee - General Sessions	6,000	5,574	92.9%
42391	Courtroom Security Fee	25,000	24,504	98.0%
42410	Fines	100	76	76.0%
42420	Officers Costs	500	323	64.6%
42480	Juvenile Court: DUI Treatment Fines	1,500	-	-
42490	Data Entry Fee - Juvenile Court	50	25	49.4%
42520	Officers Costs	850	1,138	133.8%
42530	Data Entry - Chancery Court	800	486	60.8%
42810	Fines	500	-	-
42910	Proceeds from Confiscated Property	-	11,706	
42990	Other Fines, Forfeitures, and Penalties	-	229	
43140	Zoning Studies	500	2,700	540.0%
43190	Other General Service Charges	-	407	
43350	Copy Fees	250	397	158.8%
43370	Telephone Commissions	18,000	26,711	148.4%
43383	Title and Registration Fees	897	7,599	
43392	Data Processing Fee -Register	4,500	3,376	75.0%

Hartsville / Trousdale Co Government

Summary Financial Statement

May 2023

101 General Fund

11th Month 91.7%

YearToDate

Account	Description	Budget	Actual	% of Budget
43394	Data Processing Fee - Sheriff	150	154	102.6%
43395	Sexual Offender Registration Fee-	1,800	1,950	108.3%
43396	Data Processing Fee - County Clerk	1,000	974	97.4%
43399	Vehicle Insurance Coverage and	600	645	107.5%
44110	Investment Income	40,000	121,154	302.9%
44120	Lease/Rentals	16,500	16,597	100.6%
44131	Commissary Sales	5,000	7,981	159.6%
44135	Sale Of Gasoline	15,000	14,638	97.6%
44150	Animal Shelter Adoptions	-	6,040	
44170	Miscellaneous Refunds	-	12	
44560	Damages Recovered from Individuals	-	183	
44570	Animal Shelter Donations	-	4,346	
44990	Other Local Revenues	12,000	23,469	195.6%
45510	County Clerk	115,000	92,851	80.7%
45520	Circuit Court Clerk	20,000	12,300	61.5%
45540	General Sessions Court Clerk	70,000	77,634	110.9%
45550	Clerk And Master	35,000	31,104	88.9%
45580	Register	45,000	49,740	110.5%
45590	Sheriff	8,000	6,226	77.8%
45610	Trustee	230,000	222,775	96.9%
46110	Juvenile Services Program	9,000	4,500	50.0%
46140	Aging Programs / Senior Center Grants	61,913	38,776	62.6%
46190	Other General Government Grants	17,500	22,010	125.8%
46210	Law Enforcement Training Programs	16,800	11,200	66.7%
46220	Drug Control Grants	-	2,400	#DIV/0!
46290	Other Public Safety Grants - <i>Mental Health Transport</i>	29,860	41,260	138.2%
46310	Health Department Programs	7,700	-	-
46390	Other Health And Welfare Grants	601,400	1,400	0.2%
46430	Litter Program	44,200	15,980	36.2%
46820	Income Tax	19,000	-	-
46830	Beer Tax	19,000	20,443	107.6%
46835	Vehicle Certificate Of Title	6,000	4,875	81.3%
46845	Opiod Settlement Funds	-	85,878	
46852	State Revenue Sharing -	20,000	16,904	84.5%
46855	State Shared Sports Gaming Privilege	-	18,946	
46870	Emergency Hospital - Prisoners	-	382	
46915	Contracted Prisoner Board	200,000	214,184	107.1%
46960	Registrar's Salary Supplement	15,164	11,373	75.0%
46990	Other State Revenues	1,240	1,501	121.0%
47235	Homeland Security Grants	5,031	5,031	100.0%
47302	CARES Act Funding	28,000	11,250	40.2%
47620	Police Service (Lake Area)	5,500	2,820	51.3%
47715	Tax Credit Bond Rebate	115,000	115,343	100.3%
47990	Other Direct Federal Revenue	-	600	
48130	Contributions - <i>Library / Resque Squad</i>	-	4,448	
48130	Contributions - ARPA transfers	1,276,610	1,220,400	95.6%
48140	Contracted Services	5,000	3,831	76.6%

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

101 General Fund

11th Month 91.7%

YearToDate

Account	Description	Budget	Actual	% of Budget
48610	Donations	9,000	9,444	104.9%
48610	Donations - <i>MuttNation Grant (Animal Shelter)</i>	1,000	1,000	
49700	Insurance Recovery	187,386	187,386	100.0%
Total Revenues		8,007,863	7,462,501	93.2%

Expenditures

51100	County Commission	112,985	58,419	51.7%
51220	Beer Board	1,791	707	39.5%
51300	County Mayor/Executive	368,280	293,148	79.6%
51400	County Attorney	77,000	59,993	77.9%
51500	Election Commission	150,152	135,504	90.2%
51600	Register Of Deeds	151,164	128,275	84.9%
51720	Planning	138,756	111,189	80.1%
51800	County Buildings	267,055	234,844	87.9%
51900	Other General Administration	11,000	-	-
51910	Preservation Of Records	4,750	4,146	87.3%
52300	Property Assessor's Office	180,361	132,374	73.4%
52400	County Trustee's Office	161,513	137,875	85.4%
52500	County Clerk's Office	185,777	156,104	84.0%
52600	Data Processing	132,180	98,278	74.4%
53100	Circuit Court	220,569	180,179	81.7%
53300	General Sessions Court	133,095	113,991	85.6%
53400	Chancery Court	148,160	127,299	85.9%
53700	Judicial Commissioners	41,658	36,503	87.6%
53920	Courtroom Security	115,348	50,399	43.7%
54110	Sheriff's Department	1,964,064	1,663,918	84.7%
54150	Drug Enforcement	80,202	70,999	88.5%
54160	Administration Of The Sexual Offender	4,400	3,048	69.3%
54210	Jail	1,405,103	1,105,572	78.7%
54220	Workhouse	103,921	84,398	81.2%
54240	Juvenile Services	53,780	42,107	78.3%
54310	Fire Prevention And Control	424,210	100,739	23.7%
54420	Rescue Squad	139,034	121,637	87.5%
54490	Other Emergency Management	101,231	73,387	72.5%
54510	Inspection And Regulation	1,500	471	31.4%
54610	County Coroner/Medical Examiner	39,000	13,650	35.0%
55110	Local Health Center	32,589	25,824	79.2%
55120	Animal Shelter	104,207	72,618	69.7%
55170	Alcohol And Drug Programs	8,980	1,487	16.6%
55720	Litter Grant	44,200	32,684	73.9%
56100	Senior Citizens Center	60,657	31,262	51.5%
56300	Senior Citizens Assistance	122,648	100,013	81.5%
56500	Libraries	155,837	130,173	83.5%
56700	Parks And Fair Boards	248,337	151,984	61.2%
57100	Agricultural Extension Service	70,216	49,398	70.4%
57500	Soil Conservation	23,287	23,287	100.0%
58190	Other Economic And Community	63,000	33,351	52.9%

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

101 General Fund

11th Month 91.7%

YearToDate

Account	Description	Budget	Actual	% of Budget
58300	Veteran's Services	22,872	12,358	54.0%
58400	Other Charges <i>insurance premiums, workers comp, fuel charges</i>	391,410	348,119	88.9%
58600	Employee Benefits	5,500	278	5.0%
58900	Miscellaneous <i>includes contributions to non profits</i>	46,500	35,907	77.2%
91150	Capital Project Park Grant	1,200,000	39,210	3.3%
99100	Transfers Out	122,316	111,196	90.9%
Total Expenditures		9,640,595	6,538,298	67.8%

	<u>Budgeted</u>	<u>Actual (to date)</u>	
<i>Fund Balance - July 1</i>	3,985,828	3,985,828	
<i>Total Revenues</i>	8,007,863	7,462,501	
<i>Total Expenditures</i>	9,640,595	6,538,298	
<i>Fund Balance - June 30</i>	2,353,096	4,910,031	924,203

Hartsville / Trousdale Co Government
Summary Financial Statement

May 2023

111 Urban Services

11th Month 91.7%

Year-To-Date

Account	Description	Budget	Actual	% of Budget
Revenues				
40110	Current Property Tax	452,735	469,838	103.8%
40115	Discount On Property Tax	(5,500)	(4,766)	86.7%
40120	Trustee's Collections - Prior Year	20,000	12,978	64.9%
40130	Cir Clk/Clk & Master Collections-Pr Yr	10,000	11,837	118.4%
40140	Interest And Penalty	4,000	2,290	57.2%
40290	Other County Local Option Taxes (May)	35,000	45,802	130.9%
40390	Other Statutory Local Taxes	65,000	65,796	101.2%
41140	Cable TV Franchise (March)	18,000	18,792	104.4%
41520	Building Permits	40,000	93,760	234.4%
43107	Residential Waste Collection Charge	230,000	194,182	84.4%
44130	Sale Of Materials And Supplies	500	700	140.0%
46210	Law Enforcement Training Programs	2,400	2,400	100.0%
46840	Alcoholic Beverage Tax	25,000	28,850	115.4%
46970	State Shared Sales Tax - Cities	230,000	267,509	116.3%
Total Revenues		1,127,135	1,209,969	107.3%

Expenditures

54110	Sheriff's Department	583,470	471,828	80.9%
54310	Fire Prevention And Control	9,500	4,329	45.6%
55731	Waste Pickup	358,519	233,764	65.2%
56900	Other Social, Cultural And Recreational <i>July 4th Fireworks</i>	5,000	2,750	55.0%
58400	Other Charges	243,700	195,817	80.4%
58600	Employee Benefits	2,250	2,338	103.9%
62000	Highway And Bridge Maintenance	100,000	22,003	22.0%
91150	Social, Cultural And Recreation	40,000	5,063	12.7%
91200	Highway & Street Capital Projects	87,475	-	-
Total Expenditures		1,429,914	937,893	65.6%

	<u>Budgeted</u>	<u>Actual (to date)</u>	
Fund Balance - July 1	1,722,497	1,722,497	
Total Revenues	1,127,135	1,209,969	
Total Expenditures	1,429,914	937,893	
Fund Balance - June 30	1,419,718	1,994,574	272,077

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

116 Solid Waste / Sanitation

11th Month 91.7%

Year-To-Date

Account	Description	Budget	Actual	% of Budget
Revenues				
40110	Current Property Tax	356,930	378,271	106.0%
40115	Discount On Property Tax	(8,000)	(4,572)	57.1%
40120	Trustee's Collections - Prior Year	15,000	11,528	76.9%
40130	Cir Clk/Clk & Master Collections-Pr Yr	5,000	5,647	112.9%
40140	Interest And Penalty	2,700	1,890	70.0%
40270	Business Tax	15,000	7,376	49.2%
43106	Commercial And Industrl Waste Coll	220,000	194,139	88.2%
44145	Sale Of Recycled Materials (<i>scrap metal, cardboard</i>)	35,000	52,012	148.6%
46990	Other State Revenues	5,000	6,882	137.6%
Total Revenues		646,630	653,173	101.0%

Expenditures

55732	Convenience Centers	550,026	354,168	64.4%
55751	Recycling Center	63,540	58,575	92.2%
55759	Other Waste Disposal	225,000	149,293	66.4%
55770	Postclosure Care Costs (<i>Landfill</i>)	28,000	13,493	48.2%
58400	Other Charges	46,000	33,112	72.0%
Total Expenditures		912,566	608,641	66.7%

	<u>Budgeted</u>	<u>Actual (to date)</u>	
<i>Fund Balance - July 1</i>	1,171,002	1,171,002	
<i>Total Revenues</i>	646,630	653,173	
<i>Total Expenditures</i>	912,566	608,641	
<i>Fund Blance - June 30</i>	905,066	1,215,533	44,531

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

118 Ambulance Service

11th Month 91.7%

Year-To-Date

Account	Description	Budget	Actual	% of Budget
Revenues				
40110	Current Property Tax	776,473	791,850	102.0%
40115	Discount On Property Tax	(8,000)	(9,561)	119.5%
40120	Trustee's Collections - Prior Year	12,000	11,533	96.1%
40130	Cir Clk/Clk & Master Collections-Pr Yr	5,000	5,634	112.7%
40140	Interest And Penalty	3,000	2,035	67.8%
40270	Business Tax	12,000	15,425	128.5%
43120	Patient Charges	500,000	452,244	90.4%
44110	Investment Income	-	45	
Total Revenues		1,300,473	1,269,206	97.6%

Expenditures

55130	Ambulance/Emergency Medical	1,434,938	1,139,081	79.4%
Total Expenditures		1,434,938	1,139,081	79.4%

	<i><u>Budgeted</u></i>	<i><u>Actual (to date)</u></i>	
<i>Fund Balance - July 1</i>	410,469	410,469	
<i>Total Revenues</i>	1,300,473	1,269,206	
<i>Total Expenditures</i>	1,434,938	1,139,081	
<i>Fund Balance - June 30</i>	276,004	540,594	130,125

Hartsville-Trousdale Co Government
 Statement of Expenditures Summary by Obj by Fund
 May 2023

Fund : 118 Ambulance Service

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
50000	General Government								
55000	Public Health And Welfare								
55130	Ambulance/Emergency Medical Services								
131	Medical Personnel	(520,000.00)	70,000.00	(450,000.00)	30,603.76	307,790.29	0.00	(142,209.71)	68.40%
147	Truck Drivers	(57,074.00)	27,776.00	(29,298.00)	0.00	29,298.00	0.00	0.00	100.00%
162	Clerical Personnel	(37,374.00)	0.00	(37,374.00)	2,875.20	30,272.80	0.00	(7,101.20)	81.00%
187	Overtime Pay	(300,000.00)	(106,690.00)	(406,690.00)	29,462.59	389,645.05	0.00	(17,044.95)	95.81%
201	Social Security	(56,696.00)	(7,453.00)	(64,149.00)	3,750.59	45,512.87	0.00	(18,636.13)	70.95%
204	State Retirement	(53,770.00)	(6,891.00)	(60,661.00)	3,443.29	30,788.75	0.00	(29,872.25)	50.76%
207	Medical Insurance	(126,480.00)	0.00	(126,480.00)	7,644.00	77,218.00	0.00	(49,262.00)	61.05%
212	Employer Medicare	(13,259.00)	(1,742.00)	(15,001.00)	877.16	13,371.73	0.00	(1,629.27)	89.14%
306	Bank Charges	(625.00)	0.00	(625.00)	49.10	513.95	0.00	(111.05)	82.23%
307	Communication	(7,000.00)	0.00	(7,000.00)	414.96	4,866.20	0.00	(2,133.80)	69.52%
312	Contracts With Private Agencies	(12,000.00)	(5,000.00)	(17,000.00)	960.50	13,960.72	0.00	(3,039.28)	82.12%
317	Data Processing Services	(800.00)	0.00	(800.00)	132.00	710.00	0.00	(90.00)	88.75%
320	Dues And Memberships	(500.00)	0.00	(500.00)	0.00	0.00	0.00	(500.00)	0.00%
322	Evaluation And Testing	(800.00)	0.00	(800.00)	58.00	1,058.00	0.00	258.00	132.25%
332	Legal Notices, Recording And Court Cost	(80.00)	0.00	(80.00)	0.00	11.00	0.00	(69.00)	13.75%
333	Licenses	(1,500.00)	0.00	(1,500.00)	0.00	1,618.14	688.00	806.14	153.74%
335	Maintenance And Repair Services-Buildir	(10,000.00)	0.00	(10,000.00)	0.00	3,400.00	0.00	(6,600.00)	34.00%
336	Maintenance And Repair Services-Equipr	(2,500.00)	0.00	(2,500.00)	0.00	2,868.29	0.00	368.29	114.73%
337	Maintenance And Repair Services-Office	(300.00)	0.00	(300.00)	0.00	0.00	0.00	(300.00)	0.00%
338	Maintenance And Repair Services-Vehick	(25,000.00)	0.00	(25,000.00)	1,012.79	6,671.62	10,070.79	(8,257.59)	66.97%
347	Pest Control	(480.00)	0.00	(480.00)	120.00	280.00	0.00	(200.00)	58.33%
348	Postal Charges	(700.00)	0.00	(700.00)	0.00	619.50	0.00	(80.50)	88.50%
349	Printing, Stationery And Forms	(700.00)	0.00	(700.00)	0.00	0.00	0.00	(700.00)	0.00%
351	Rentals	(3,500.00)	0.00	(3,500.00)	224.58	2,593.14	0.00	(906.86)	74.09%
353	Towing Services	(100.00)	0.00	(100.00)	0.00	65.00	0.00	(35.00)	65.00%
355	Travel	(1,000.00)	0.00	(1,000.00)	0.00	324.00	108.00	(568.00)	43.20%
399	Other Contracted Services	(1,000.00)	0.00	(1,000.00)	75.40	838.07	0.00	(161.93)	83.81%
410	Custodial Supplies	(1,500.00)	0.00	(1,500.00)	42.99	1,398.10	114.64	12.74	100.85%
413	Drugs And Medical Supplies	(35,000.00)	0.00	(35,000.00)	5,200.20	32,979.55	2,973.42	952.97	102.72%
415	Electricity	(6,000.00)	0.00	(6,000.00)	709.49	4,519.12	0.00	(1,480.88)	75.32%
425	Gasoline	(20,000.00)	0.00	(20,000.00)	1,410.15	16,743.14	0.00	(3,256.86)	83.72%
434	Natural Gas	(4,000.00)	0.00	(4,000.00)	140.51	3,855.33	0.00	(144.67)	96.38%
435	Office Supplies	(1,500.00)	0.00	(1,500.00)	0.00	648.44	66.06	(785.50)	47.63%

Hartsville-Trousdale Co Government
 Statement of Expenditures Summary by Obj by Fund
 May 2023

Fund : 118 Ambulance Service

Account Number	Account Description	Budget Amount	Budget Amendments	Amended Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Outstanding Encumbrances	Unencumbered Balance	% Of Budget Exp
50000	General Government								
55000	Public Health And Welfare								
55130	Ambulance/Emergency Medical Services								
451	Uniforms	(8,000.00)	0.00	(8,000.00)	0.00	3,138.16	4,795.93	(65.91)	99.18%
454	Water And Sewer	(2,500.00)	0.00	(2,500.00)	131.57	1,568.78	0.00	(931.22)	62.75%
499	Other Supplies And Materials	0.00	0.00	0.00	0.00	276.54	76.63	353.17	100.00%
506	Liability Insurance	(17,000.00)	0.00	(17,000.00)	0.00	14,833.54	0.00	(2,166.46)	87.26%
510	Trustee's Commission	(21,000.00)	0.00	(21,000.00)	446.11	21,249.66	0.00	249.66	101.19%
513	Workman's Compensation Insurance	(33,000.00)	0.00	(33,000.00)	0.00	29,451.64	0.00	(3,548.36)	89.25%
524	In Service/Staff Development	(5,000.00)	0.00	(5,000.00)	0.00	3,173.76	0.00	(1,826.24)	63.48%
530	Fines, Assessments, And Penalties	(15,200.00)	0.00	(15,200.00)	0.00	18,084.13	0.00	2,884.13	118.97%
599	Other Charges	(1,000.00)	0.00	(1,000.00)	63.78	1,651.81	0.00	651.81	165.18%
719	Office Equipment	(1,000.00)	0.00	(1,000.00)	0.00	2,213.78	0.00	1,213.78	221.38%
735	Health Equipment	0.00	0.00	0.00	0.00	0.00	106.87	106.87	100.00%
Total 55130	Ambulance/Emergency	(1,404,938.00)	(30,000.00)	(1,434,938.00)	89,848.72	1,120,080.60	19,000.34	(295,857.06)	79.38%
Total 55000	Public Health And Welfare	(1,404,938.00)	(30,000.00)	(1,434,938.00)	89,848.72	1,120,080.60	19,000.34	(295,857.06)	79.38%
Total 50000	General Government	(1,404,938.00)	(30,000.00)	(1,434,938.00)	89,848.72	1,120,080.60	19,000.34	(295,857.06)	79.38%
Total For Fund:	118	(1,404,938.00)	(30,000.00)	(1,434,938.00)	89,848.72	1,120,080.60	19,000.34	(295,857.06)	79.38%

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

121 Special Fund / CCA / CoreCivic

11th Month 91.7%

Pass-thru account

Year-To-Date

Account	Description	Budget	Actual	% of Budget
Revenues				
46915	Contracted Prisoner Board	69,852,713	55,084,540	78.9%
Total Revenues		69,852,713	55,084,540	78.9%
Expenditures				
54900	Other Public Safety	69,852,713	49,391,441	70.7%
Total Expenditures		69,852,713	49,391,441	70.7%

Rec'd/Paid

<i>July 2022</i>	5,834,259	5,834,259
<i>August 2022</i>	4,946,126	10,780,385
<i>September 2022</i>	5,672,625	16,453,011
<i>October 2022</i>	5,864,076	22,317,087
<i>November 2022</i>	5,372,603	27,689,690
<i>December 2022</i>	5,812,976	33,502,667
<i>January 2023</i>	4,746,407	38,249,073
<i>February 2023</i>	5,273,890	43,522,963
<i>March 2023</i>	5,868,478	49,391,441
<i>April 2023</i>		49,391,441
<i>May 2023</i>		49,391,441
<i>June 2023</i>		49,391,441

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

122 County Drug
Sheriff's Fund

11th Month 91.7%

Year-To-Date

Account	Description	Budget	Actual	% of Budget
Revenues				
42340	Drug Control Fines	5,000	5,628	112.6%
42865	Drug Task Force Forfeitures And	8,000	3,320	41.5%
42910	Proceeds From Confiscated Property	3,000	39,235	1307.8%
Total Revenues		16,000	48,183	301.1%
Expenditures				
54150	Drug Enforcement	21,250	20,018	94.2%
Total Expenditures		21,250	20,018	94.2%

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

151 Debt Service

11th Month 91.7%

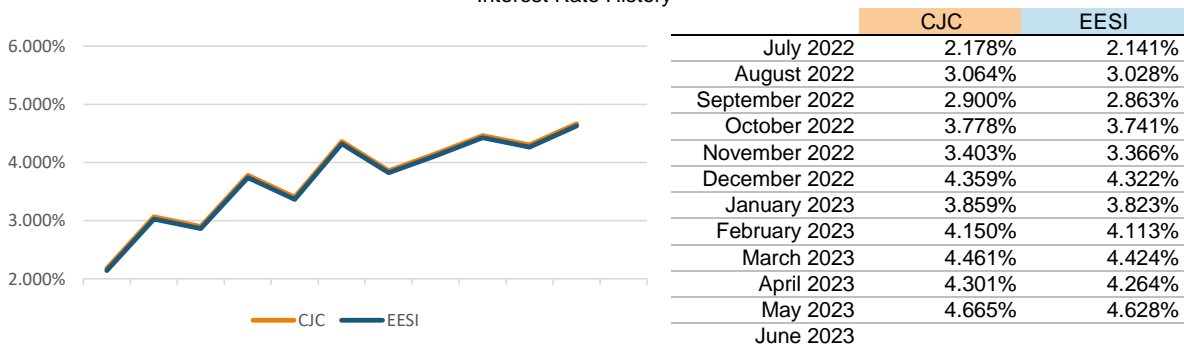
Account	Description	Year-To-Date		
		Budget	Actual	% of Budget
Revenues				
40110	Current Property Tax	295,932	313,767	106.0%
40115	Discount On Property Tax	(5,500)	(3,788)	68.9%
40120	Trustee's Collections Prior Year	10,000	7,106	71.1%
40130	Cir Clk/Clk & Master CollectionsPr Yr	5,000	3,492	69.8%
40140	Interest And Penalty	1,500	1,194	79.6%
40266	Litigation Tax Jail Or Workhouse	25,000	23,942	95.8%
40270	Business Tax	10,000	6,115	61.2%
44110	Investment Income	15,000	20,209	134.7%
48130	Contributions	159,450	159,450	100.0%
49800	Transfers In	133,428	118,167	88.6%
Total Revenues		649,810	649,654	100.0%

Expenditures

82110	General Government: Principal	236,000	236,000	100.0%
	ADMIN BLDG	157,000	157,000	100.0%
	CJC	79,000	79,000	100.0%
82130	Education: Principal	484,226	471,105	97.3%
	EESI	120,000	120,000	100.0%
	JSMS	206,794	206,793	100.0%
	QSCB	157,432	144,312	91.7%
82210	General Government: Interest	46,050	39,489	85.8%
	ADMIN BLDG	4,680	572	12.2%
	CJC	41,370	38,917	94.1%
82230	Education: Interest (EESI, QSCB, JSMS)	208,714	192,379	92.2%
	EESI	62,520	58,813	94.1%
	JSMS	23,878	22,371	93.7%
	QSCB	122,316	111,196	90.9%
82310	General Government: Fees (Trustee Commission)	20,570	11,398	55.4%
	Trustee's Commission	15,000	6,756	45.0%
	ADMIN BLDG - Service Fees	1,570	1,570	100.0%
	CJC - Services Fees	4,000	3,073	76.8%
82330	Education: Fees (EESI, QSCB)	7,020	5,804	82.7%
	EESI - Service Fees	5,000	3,954	79.1%
	QSCB - Service Fees	2,020	1,850	91.6%
Total Expenditures		1,002,580	956,175	95.4%

	<u>Budgeted</u>	<u>Actual (to date)</u>	
Fund Balance - July 1	904,983	904,983	
Total Revenues	649,810	649,654	
Total Expenditures	1,002,580	956,175	
Fund Blance - June 30	552,213	598,462	(306,521)

Interest Rate History



Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

131 Highway Fund

11th Month 91.7%

Year-To-Date

Account	Description	Budget	Actual	% of Budget
Revenues				
40110	Current Property Tax	104,482	110,795	106.0%
40115	Discount On Property Tax	-	(1,338)	-
40120	Trustee's Collections - Prior Year	3,000	2,249	75.0%
40130	Cir Clk/Clk & Master Collections-Pr Yr	2,500	1,239	49.6%
40140	Interest And Penalty	600	382	63.6%
40270	Business Tax	2,103	2,205	104.8%
44110	Investment Income	700	462	66.0%
46420	State Aid Program	32,000	33,415	104.4%
46920	Gas and Motor Fuel Tax	1,727,595	1,537,881	89.0%
46930	Petroleum Special Tax	12,000	10,572	88.1%
Total Revenues		1,884,980	1,697,862	90.1%

Expenditures

61000	Administration	250,456	206,211	82.3%
62000	Highway and Bridge Maintenance	1,418,131	825,711	58.2%
63100	Operation and Maintenance of Equipment	241,700	202,525	83.8%
65000	Other Charges	75,275	69,163	91.9%
66000	Employee Benefits	89,100	85,625	96.1%
68000	Capital Outlay	419,603	97,734	23.3%
Total Expenditures		2,494,265	1,486,969	59.6%

	<i><u>Budgeted</u></i>	<i><u>Actual (to date)</u></i>	
<i>Fund Balance - July 1</i>	1,457,610	1,457,610	
<i> Total Revenues</i>	1,884,980	1,697,862	
<i> Total Expenditures</i>	2,494,265	1,486,969	
<i>Fund Balance - June 30</i>	848,325	1,668,503	210,893

Hartsville / Trousdale Co Government
Summary Financial Statement
May 2023

141 General Purpose School

11th Month 91.7%

Year-To-Date

Account	Description	Budget	Actual	% of Budget
Revenues				
40110	Current Property Tax	1,528,677	1,613,596	105.6%
40115	Discount On Property Tax	(19,000)	(19,466)	102.5%
40120	Trustee's Collections - Prior Year	40,000	32,757	81.9%
40130	Cir Clk/Clk & Master Collections-Pr Yr	25,000	18,082	72.3%
40140	Interest And Penalty	6,000	5,559	92.6%
40161	Payments In Lieu of Taxes TVA	200,000	197,858	98.9%
40210	Local Option Sales Tax	973,204	993,969	102.1%
40270	Business Tax	20,000	32,071	160.4%
40275	Mixed Drink Tax	5,000	9,139	182.8%
41110	Marriage Licenses	650	770	118.4%
43511	Tuition - Regular Day	4,500	22,460	499.1%
43517	Tuition - Other	17,000	22,265	131.0%
43570	Receipts from Individual Schools	8,000	9,575	119.7%
44120	Lease/Rentals	12,550	10,646	84.8%
44170	Miscellaneous Refunds	10,000	86,683	866.8%
44560	Damages Recovered from Individuals	2,500	1,055	42.2%
44570	Contributions & Gifts	10,000	11,288	112.9%
46511	Basic Education Program (BEP)	9,127,000	8,252,100	90.4%
46515	Early Childhood Education	99,818	69,676	69.8%
46590	Other State Education Funds	367,000	427,622	116.5%
46610	Career Ladder Program	9,000	9,340	103.8%
46790	Other Vocational	-	132,271	
46980	Other State Grants	30,000	500	1.7%
47143	Special Education Grants	-	12,728	
49700	Insurance Recovery	-	6,031	
Total Revenues		12,476,899	11,958,574	95.8%

Expenditures

Do not have direct access to expenses

Will need to obtain from Dr. Satterfield's office

	<u>Budgeted</u>	<u>Actual (to date)</u>
Fund Balance - July 1	3,933,234	3,933,234
Total Revenues	12,476,899	11,958,574
Total Expenditures	13,687,539	-----
Fund Balance - June 30	2,722,594	

American Rescue Plan Funding - Appropriations

Fund 127 - County \$2,191,785 | Fund 128 - Urban \$3,348,114.70

Date	Dept	Description	Vendor	ARPA#	Fund 127	Fund 128	REMAINING
		Beginning Balance			\$ 2,191,785	\$ 3,348,115	\$ 5,539,900
1/24/2022	51800 - BUILDINGS	HvAC System for Courthouse	Trane	ARPA-127-01	503,541		5,036,359
3/10/2022	Fund 131 Highway	Bonus to County Employees	HTC HIGHWAY	ARPA-127-02	50,057		4,986,301
3/10/2022	FUND 141 SCHOOLS	Bonus to County Employees	TC SCHOOLS	ARPA-127-02	190,473		4,795,828
3/10/2022	WATER DEPT	Bonus to County Employees	HTC WATER	ARPA-127-02	49,384		4,746,444
3/10/2022	GENERAL	Bonus to County Employees	HTCG PAYROLL	ARPA-127-02	236,337		4,510,107
7/25/2022	EMS	Educational Assistance	Vol State	ARPA-127-03	30,000		4,480,107
10/24/2022	WATER DEPT	TDEC Grant Match	HTC WATER	RES 2022-23-767	1,000,000		3,480,107
11/28/2022	HEALTH DEPT	Expansion of Building	TN State - Health	ARPA-127-05	123,900		3,356,207
2/28/2022	Tourism	Tourism	Various	128-01		15,000	3,341,207
3/28/2022	Ambulance	Ambulance equipped	Various	128-02		360,000	2,981,207
4/25/2022	Parks	Grant Match for Park rehab	TDEC	128-03		25,000	2,956,207
5/23/2022	Parks	Grant Match for Park rehab	Fund 101	128-04		600,000	2,356,207
7/1/2022	General	Revenue Loss	Fund 101	2023 Budget		600,000	1,756,207
7/1/2022	Parks	Grant Match for Park rehab	TDEC	2023 Budget		80,645	1,675,562
8/29/2022	Health	Mental Health Task Force	Health Council	128-05		80,000	1,595,562
1/23/2023	Parks	Surveillance Equipment	HSS	128-06		20,000	1,575,562
5/22/2023	Rescue	Rescue Squad Vehicle - Tahoe	Fund 101	BA 101-23		53,610	1,521,952
5/22/2023	Fire Dept	Brush Truck	Fund 101	BA 101-24		126,000	1,395,952
7/1/2023	Solid Waste	SW Vehicles	Fund 116	FY24 Budget		423,500	972,452
7/1/2023	Sheriff	Vehicles	Fund 101	FY24 Budget		290,000	682,452
7/1/2023	Sheriff	Vehicles	Fund 111	FY24 Budget		100,000	582,452
6/26/2023	Parks	Grant Match for Park rehab	Fund 101	128-07		100,000	482,452
					\$ 8,092	\$ 474,360	

**** numbers do not include interest deposits**

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

101-25 Clean Up Entries

| BUDGET AMENDMENT

2023-101-25

Request is hereby made to amend **Fund 101 General Services** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-41100	Property Taxes	\$ 2,857	
101-51500-204	Election Commission: State Retirement		\$ 610
101-52500-187	County Clerk: Overtime		525
101-52500-201	County Clerk: Social Security		33
101-52500-204	County Clerk: State Retirement		31
101-52500-212	County Clerk: Medicare		8
101-54220-207	Workhouse: Health Insurance		1,650
101-51720-105	Planning: Director	500	
101-51720-187	Planning: Overtime		500
101-54210-160	Jail: Guards	4,000	
101-54210-187	Jail: Overtime		4,000
TOTAL		\$ 7,357	\$ 7,357

Purpose: Year end clean up of line item overages.

Budget Amendment Total

\$ 7,357 **\$ 7,357**

As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** Absent _____

Budget Amendment 2023-101-25 **approved by Commission on** _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

101-26 Rescue and Fire Grants

| BUDGET AMENDMENT

2023-101-26

Request is hereby made to amend **Fund 101 General Services** budget as follows:

		DEBIT:	<u>CREDIT:</u>
101-46290	Other Public Health Grants	\$ 11,400	
101-54310-790	Fire Dept: Other Equipment		\$ 11,400
101-46290	Other Public Health Grants	\$ 5,244	
101-54420-790	Rescue Squad: Other Equipment		\$ 5,244
TOTAL		\$ 16,644	\$ 16,644

Purpose: *Appropriating funding from State Fire and Rescue Grants.*

Budget Amendment Total	\$ 16,644	\$ 16,644
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-101-26 *approved by Commission on* _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

111-02 Clean Up Entries

| BUDGET AMENDMENT

2023-111-02

Request is hereby made to amend **Fund 111 Urban Services** budget as follows:

		DEBIT:	CREDIT:
111--41100	Property Taxes	\$ 17,830	
111-54110-187	Sheriff: Overtime		\$ 15,000
111-54110-201	Sheriff: Social Security		930
111-54110-204	Sheriff: State Retirement		882
111-54110-212	Sheriff: Medicare		218
111-56900-599	Other Recreational: Other Charges		500
111-58600-204	Employee Benefits: State Retirement		300
TOTAL		\$ 17,830	\$ 17,830

Purpose: Year end clean up of line item overages.

Budget Amendment Total	\$ 17,830	\$ 17,830
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-111-02 approved by Commission on _____

APPROVED:

ATTEST:

 JACK MCCALL
 COMMISSION CHAIRMAN

 RITA CROWDER
 COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

118-03 EMS Overtime

**| BUDGET AMENDMENT
2023-118-03**

Request is hereby made to amend **Fund 118 Ambulance Services** budget as follows:

		DEBIT:	CREDIT:
118-55130-131	Medical Services: Medical Personnel	\$ 50,000	
118-55130-187	Medical Services: Overtime		\$ 50,000
TOTAL		\$ 50,000	\$ 50,000

Purpose: Year end clean up of line item overages.

Budget Amendment Total	\$ 50,000	\$ 50,000
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-118-03 **approved by Commission on** _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

151-02 Interest

| BUDGET AMENDMENT

2023-151-02

Request is hereby made to amend **Fund 151 Debt Services** budget as follows:

		DEBIT:	CREDIT:
151-41100	Property Taxes	\$ 7,000	
151-82210-613-CJC	Gen Govt: Interest on Loans CJC		\$ 3,000
151-82230-613-EESI	Education: Interest on Loans EESI		4,000
TOTAL		\$ 7,000	\$ 7,000

Purpose: Year end clean up of line item overages. Increase in variable interest rates

Budget Amendment Total

\$ 7,000

\$ 7,000

As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____

Voice Vote Absent _____

Budget Amendment 2023-151-02 **approved by Commission on** _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

131-04 Clean Up Entries

| BUDGET AMENDMENT

2023-131-04

Request is hereby made to amend **Fund 131 Highway** budget as follows:

		DEBIT:	<u>CREDIT:</u>
131-40110	Current Property Tax	\$ 688	
131-40270	Business Tax	102	
131-44530	Sale of Equipment	35,080	
131-68000-714	Capital Outlay--Highway Equipment	20,000	
131-61000-348	Administration--Postal Charges		\$ 250
131-61000-435	Administration--Office Supplies		150
131-62000-405	Hwy & Bridge Maintenance--Asphalt-Liquid		4,850
131-62000-446	Hwy & Bridge Maintenance--Small Tools		500
131-63100-412	Operation & Maint of Equipment--Diesel Fuel		4,500
131-63100-433	Operation & Maint of Equipment--Lubricants		1,000
131-68000-321	Capital Outlay--Engineering Services		20,000
131-68000-718	Capital Outlay--Motor Vehicles		24,620
TOTAL		\$ 55,870	\$ 55,870

Purpose: *To Correct Line Item Overages and add the Revenue for Equipment Sale.*

Budget Amendment Total	\$ 55,870	\$ 55,870
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As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** Absent _____

Budget Amendment 2023-131-04 **approved by Commission on** _____

APPROVED:

ATTEST:

 JACK MCCALL
 COMMISSION CHAIRMAN

 RITA CROWDER
 COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

141-11 TN Arts Commission

| BUDGET AMENDMENT

BoE 58

2023-141-11

Request is hereby made to amend **Fund 141 General Purpose Schools** budget as follows:

		DEBIT:	CREDIT:
141-46980-ST5	Other State Education Funds	\$ 1,500	
141-73300-399-ST5	Community Services: Other Contracted Services		\$ 1,500
TOTAL		\$ 1,500	\$ 1,500

Purpose: 141-73300 Community Services - \$1,500 from the TN Arts Commission, funds will be used to provide art programming in the afterschool program.

Budget Amendment Total	\$ 1,500	\$ 1,500
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As recommended by the Board of Education May 18, 2023
 As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** Absent _____

Budget Amendment 2023-141-11 approved by Commission on _____

APPROVED:

ATTEST:

 JACK MCCALL
 COMMISSION CHAIRMAN

 RITA CROWDER
 COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

141-12 Salary Increases

| BUDGET AMENDMENT

BoE 70

2023-141-12

Request is hereby made to amend **Fund 141 General Purpose Schools** budget as follows:

		DEBIT:	CREDIT:
141-76100-707	Reg Cap Outlay: Building Improvements	\$ 26,839	
141-72130-123	Other Student Support: Guidance Personnel		\$ 8,250
141-72130-204	Other Student Support: State Retirement		800
141-72130-207	Other Student Support: Medical Insurance		7,880
141-72130-399	Other Student Support: Other Contracted Services		2,312
141-72130-599	Other Student Support: Other Charges		325
141-72220-204	Special Education Prog: State Retirement		327
141-72320-140	Director of Schools: Salary Supplement		825
141-72320-201	Director of Schools: Social Security		1,300
141-72320-204	Director of Schools: State Retirement		1,365
141-72320-212	Director of Schools: Employer Medicare		305
141-72320-399	Director of Schools: Other Contracted Services		1,000
141-72320-701	Director of Schools: Administration Equipment		2,150
TOTAL		\$ 26,839	\$ 26,839

Purpose: 141-76100 Regular Capital Outlay - \$26,839 from capital outlay to pay for guidance counselor salary increase due to years experience including fixed charges, director's performance bonus including fixed charges, and administrative equipment.

Budget Amendment Total **\$ 26,839** **\$ 26,839**

As recommended by the Board of Education May 18, 2023

As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-141-12 **approved by Commission on** _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

141-13 Summer Learning

| BUDGET AMENDMENT

BoE 81

2023-141-13

Request is hereby made to amend **Fund 141 General Purpose Schools** budget as follows:

		DEBIT:	<u>CREDIT:</u>
141-46590-SLC	Other State Education Funds	\$ 110,193.18	
141-47590-SLC	Other Federal Through State Funds	39,709.12	
141-71100-116-SLC	Regular Instruction Program: Teachers		113,481.00
141-71100-201-SLC	Regular Instruction Program: Social Security		7,035.82
141-71100-204-SLC	Regular Instruction Program: State Retirement		10,213.29
141-71100-212-SLC	Regular Instruction Program: Employer Medicare		1,645.47
141-72120-131-SLC	Health Services: Medical Assistant		1,824.00
141-72120-201-SLC	Health Services: Social Security		113.08
141-72120-204-SLC	Health Services: State Retirement		164.16
141-72120-212-SLC	Health Services: Employer Medicare		26.45
141-72130-499-SLC	Other Student Support: Other Supplies & Materials		690.63
141-72410-104-SLC	Office of the Principal: Medical Assistant		12,609.00
141-72410-201-SLC	Office of the Principal: Social Security		781.76
141-72410-204-SLC	Office of the Principal: State Retirement		1,134.81
141-72410-212-SLC	Office of the Principal: Employer Medicare		182.83
	TOTAL	\$ 149,902.30	\$ 149,902.30

Purpose: 141-71100 Regular Instruction Program - \$149,902.30 allocation from State to pay for this year's Summer Learning Camp

Budget Amendment Total **\$ 149,902.30** **\$ 149,902.30**

As recommended by the Board of Education May 18, 2023

As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-141-13 approved by Commission on _____

APPROVED:

ATTEST:

JACK MCCALL
COMMISSION CHAIRMAN

RITA CROWDER
COUNTY CLERK

141-14 Summer Camp Transportn

| BUDGET AMENDMENT

BoE 82

2023-141-14

Request is hereby made to amend **Fund 141 General Purpose Schools** budget as follows:

		DEBIT:	CREDIT:
141-46590-CAMP	Other State Education Funds	\$ 27,188.16	
141-72710-105-CAMP	Transportation: Supervisor/Director		4,500.00
141-72710-146-CAMP	Transportation: Bus Driver		9,600.00
141-72710-201-CAMP	Transportation: Social Security		725.00
141-72710-204-CAMP	Transportation: State Retirement		690.00
141-72710-212-CAMP	Transportation: Employer Medicare		210.00
141-72710-412-CAMP	Transportation: Diesel Fuel		11,463.16
TOTAL		\$ 27,188.16	\$ 27,188.16

Purpose: 141-72710 Transportation - \$27,188.16 allocation for Summer Camp transportation services.

Budget Amendment Total	\$ 27,188.16	\$ 27,188.16
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As recommended by the Board of Education May 18, 2023

As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Second: _____ **Voice Vote** *Absent* _____

Budget Amendment 2023-141-14 *approved by Commission on* _____

APPROVED:

ATTEST:

 JACK MCCALL
 COMMISSION CHAIRMAN

 RITA CROWDER
 COUNTY CLERK

Request is hereby made to spend from the American Rescue Plan - Fund 128

ARPA Beginning Balance \$ 574,360 (does not include interest deposits)

Request: Additional funding for the LPRF Playground project. Will only use as needed.

ARPA Expense Category 6.10 Provision of Government Services

Vendor: Various

Amount: \$ 100,000

ARPA Ending Balance \$ 474,360

Approved by Commission

Voting Record
Yes
No/Abstain
Absent

Mayor

Budget Director

PO No.

Notes

Recommended by Public Works Committee on 6/13/2023

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

RESOLUTION #2023-19-788

**RESOLUTION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION SCHOOL SYSTEM
CAPITAL OUTLAY NOTES, SERIES 2023, IN AN AMOUNT NOT TO EXCEED \$1,900,000 AND
PROVIDING FOR THE PAYMENT OF SAID NOTES**

WHEREAS, the Hartsville/Trousdale County Commission (the "Commission"), of the Hartsville/Trousdale County Government (the "County"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the installation of a new roof on the Elementary School and the refurbishing of the football field house, including bathrooms and locker room, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, architect, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the County finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the County is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue such notes for said purposes upon the approval of the Director of the Division of Local Government Finance (the "Director of Local Government Finance").

NOW, THEREFORE, BE IT RESOLVED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION AS FOLLOWS:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to the Act, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project, there shall be issued pursuant to, and in accordance with, the provisions of the Act, and other applicable provisions of law, the interest bearing capital outlay notes of the County, in the aggregate principal amount of not to exceed \$1,900,000, or such lesser amount as may be determined by the County Mayor of the County (the "County Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation School System Capital Outlay Notes, Series 2023". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, or such other date as the County Mayor shall determine, shall be sold at not less than the par amount thereof, and shall bear interest at a rate not to exceed 4.50% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the County Mayor (the "Interest Payment Date"), and shall mature not later than the end of the tenth fiscal year

following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the County shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to fifteen basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding principal amount of the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to exceed ten (10) years.

Interest on the Notes shall be payable by wire transfer or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the County maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the registered owner, and with the consent of the registered owner, the County may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the County may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the Registered Owner of such intent to pay additional principal.

Section 5. Execution. The Notes shall be executed in the name of the County; shall bear the manual signature of the County Mayor and shall be countersigned by the County Clerk of the County (the "County Clerk"), with his or her manual signature. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the County Mayor may deem necessary or desirable, the blanks to be appropriately completed by the County Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment.

(a) The County Clerk of the County is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon

proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the County to the extent of the principal and interest so paid.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. 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.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the County shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the County by the entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note,

and shall provide indemnification satisfactory to the County and to the Note Registrar, if required by the County and the Note Registrar.

Any notice to the contrary notwithstanding, the County and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the urban services district of the County without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the County, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the County is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent necessary, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the County, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said County, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the County, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the County's debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of Local Government Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of Local Government Finance, as provided by Section 9-21-601 et. seq. Tennessee Code Annotated, as amended. The County Mayor, County Clerk, and Attorney for the County, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the County shall submit its annual budget to the Director of Local Government Finance for approval immediately upon the County's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the County Mayor by the informal bid process at a price of not less than par and accrued interest.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the County designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation School System Capital Outlay Notes Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the County. The monies in the Project Fund shall be disbursed solely to finance the Project. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the County's debt service fund and used to pay debt service on the Notes.

Section 16. Designation of Notes as Qualified Tax-Exempt Obligations. The County hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The County reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the County (i) any issuer with respect to which the County is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the County (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2023 calendar year will be designated as "qualified tax-exempt obligations".

Section 17. Non-Arbitrage Certification. The County certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The County reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The County covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 18. Resolution of a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the County is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 19. No Action to be Taken Affecting Validity of the Notes. The County hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The County further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The County Mayor, the County Clerk, the County Trustee, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the County to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the County or against any official or individual executing the Notes.

Section 24. **Severability.** 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 hereof.

Section 25. **Repeal of Conflicting Resolutions and Effective Date.** All 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 effect as of the date of its adoption the welfare of the County requiring it.

Motion to approve: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

STATE OF TENNESSEE)
COUNTY OF TROUSDALE)

I, Rita Crowder, hereby certify that I am the duly qualified and acting County Clerk of the Hartsville/Trousdale County Government (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Hartsville/Trousdale County Commission of said County held on June 26, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete copy of such resolution authorizing the issuance of not to exceed \$1,900,000 General Obligation School System Capital Outlay Notes, Series 2023, by said County; (4) that the actions by said Hartsville/Trousdale County Commission including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Hartsville/Trousdale County Commission was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 26th day of June, 2023.

County Clerk

(SEAL)

FORM OF NOTE ---- EXHIBIT "A"

**Registered
No. _____**

**Registered
\$ _____**

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
HARTSVILLE/TROUSDALE COUNTY
GENERAL OBLIGATION SCHOOL SYSTEM CAPITAL OUTLAY NOTE,
SERIES 2023**

Registered Owner:

Principal Amount:

THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (the "County"), lawfully organized and existing under the laws of the State of Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates, unless this Note shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on ____ 1 and ____ 1 of each year, commencing ____ 1, 2024, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the County Clerk, or its successor as registrar and paying agent (the "Note Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. 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.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Note and the income therefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This Note is one of a series of notes known as "General Obligation School System Capital Outlay Notes, Series 2023" (the "Notes"), issued by the County in the aggregate principal amount of \$1,900,000. The Notes which are issued for the purpose of financing the installation of a new roof on the Elementary School and the refurbishing of the football field house, including bathrooms and locker room, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, architect, and engineering costs incident thereto, are authorized by an appropriate resolution of the Hartsville/Trousdale County Commission and particularly that certain Resolution of the Hartsville/Trousdale County Commission adopted on June 26, 2023, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

This Note and interest hereon is payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the County without limitation as to time, rate, or amount. For the prompt payment of this Note, both principal and interest, as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

The County has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Note. Upon any such transfer, the County shall execute, and the Note Registrar shall authenticate and deliver in exchange for this Note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid to the County by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The County and the Note Registrar may deem and treat the entity in whose name this Note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on, this Note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the County may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the County may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the Registered Owner of such intent to pay additional principal.

This Note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This Note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this Note in order to make this Note a legal, valid, and binding obligation of the County, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this Note and the issue of which it is a part, together with all other indebtedness of such County, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE HARTSVILLE/TROUSDALE COUNTY COMMISSION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT, has caused this Note to be signed by the manual signatures of the County Mayor and the County Clerk, all as of _____, 2023.



JASON E. MUMPOWER
Comptroller

June 15, 2023

Honorable Jack McCall, Mayor
and Honorable Councilmembers
Metropolitan Government of Hartsville and Trousdale County
328 Broadway, Room 6
Hartsville, TN 37074

Dear Mayor McCall and Councilmembers:

Thank you for your request. We acknowledge receipt on June 12th, 2023, of a request from the Mayor of the Metropolitan Government of Hartsville and Trousdale County (“Metro”) for approval to issue 10-year capital outlay notes in an amount not to exceed \$1,900,000 to be known as the “General Obligation School System Capital Outlay Notes, Series 2023” (the “Notes”).

Included with the request was a certified copy of a draft resolution with a later anticipated adoption, authorizing the issuance of the Notes to finance the installation of a new roof on the Elementary School and the refurbishing of the football field house, including bathrooms and locker room (the “Project”). The proposed note form was included with the resolution. Please send a copy of the executed note to us along with the completed Report on Debt Obligation within forty-five (45) days of the issuance of the debt herein approved.

Note Approval

This letter constitutes approval for Metro to issue the Notes by informal bid pursuant to Title 9, Chapter 21, Part 6 of Tennessee Code Annotated. Approval of the sale of the Notes is conditioned upon Metro’s compliance with all relevant provisions of Tennessee law. Our office has relied upon Metro’s determination of the cost of the public works project.

The governing body is responsible for ensuring compliance with Title 9, Chapter 21, Parts 1, 4, and 6 of the Tennessee Code Annotated, its debt management policy, and timely payment of outstanding note principal and interest in accordance with the note provisions.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. Metro officials should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the Notes have not been issued within that time, a new request must be submitted to our office for approval. Please notify us if you decide not to issue the Notes.

Purpose, Terms, and Life

This Project meets the definition of a public works project in Tenn. Code Ann. § 9-21-105, and your local government may issue notes under the authority of Title 9, Chapter 21 of the Tennessee Code Annotated to finance such Project.

The maturity of the Notes does not exceed the life of the proposed Project as attested by the local governing body. The maximum maturity for the Notes as authorized by the governing body is 10 fiscal years after the fiscal year the Notes are issued.

In the draft resolution, Metro has committed to amortize the Notes in a manner that reflects level debt service. The submitted resolution and supporting documents appear to meet the requirements for the issuance of notes in Title 9, Chapter 21 Parts 1, 4, and 6 of the Tennessee Code Annotated.

After Issuance

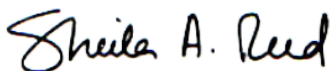
Our website contains specific compliance requirements your local government will be responsible for once the notes are issued: <http://tncot.cc/debt>. The listing is not all inclusive.

Tennessee Municipal Bond Fund (TMBF) Placement Process

TMBF requested rates on the note issue from a network of banks TMBF works with across the State and presented the lowest rate obtained to the governing body for its consideration. The TMBF negotiated with the banks to include an additional 0.15% (also called 15 basis points) added to the interest rates submitted by the banks, which, if the TMBF Alternative Loan Program is utilized, will be paid to TMBF over the life of the loan. The cost is calculated annually on the outstanding amount of the note and is paid by the bank to TMBF from periodic interest payments made by Metro to the bank.

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Charlie Lester, at 615.401.7762 or Charlie.Lester@cot.tn.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance

cc:
Ms. Linda Mooningham, Tennessee Municipal Bond Fund

SR: cl

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT
RESOLUTION #2023-20-789

**RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF
NOT TO EXCEED \$3,264,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2023,
OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (TENNESSEE), AND
PROVIDING THE DETAILS THEREOF**

WHEREAS, the Hartsville/Trousdale County Government (the "County"), has heretofore entered into (i) that certain Loan Agreement, dated October 28, 2016, in the original principal amount of \$2,650,062, by and among the PBA City of Clarksville (the "Authority"), the County, and First Horizon Bank (formerly First Tennessee Bank National Association (the "Bank"), which matures May 25, 2024 through May 25, 2037, outstanding in the principal amount of \$1,964,000 (the "2016 School Loan"), the proceeds of the 2016 School Loan having been used to finance energy system improvements at the Hartsville/Trousdale Elementary School; and, (ii) that certain Loan Agreement, dated December 16, 2016, in the original principal amount of \$1,750,000, by and among the Authority, the County, and the Bank, which matures May 25, 2024 through May 25, 2037, outstanding in the principal amount of \$1,300,000 (the "2016 CJC Loan"), the proceeds of the 2016 CJC Loan having been used to finance the renovation of a County owned building for use as a criminal justice center (the 2016 School Loan and 2016 CJC Loan being herein called, collectively, the "Outstanding Indebtedness")

WHEREAS, the Outstanding Indebtedness bears interest at a variable rate;

WHEREAS, the County desires to prepay the Outstanding Indebtedness in order to lock in a fixed rate of interest due to the uncertainty and risk of variable rate debt and in order to better budget for debt service;

WHEREAS, the Outstanding Indebtedness evidenced by the Loan Agreements may be prepaid at any time with no prepayment penalty;

WHEREAS, the County Commission of the County has determined that it is in the best interests of the County to prepay such Outstanding Indebtedness on the earliest practicable date;

WHEREAS, the County is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue and sell refunding bonds for the purpose of prepaying the Outstanding Indebtedness prior to its maturity;

WHEREAS, a plan of refunding for the Outstanding Indebtedness and a request to sell the refunding bonds by negotiated sale have been submitted to the Director of the Division of Local Government Finance for review as required by Sections 9-21-903, and 9-21-910, respectively, Tennessee Code Annotated, as amended, and the Director of the Division of Local Government Finance has issued a report thereon;

WHEREAS, the County Commission finds that it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of not to exceed \$3,264,000 General Obligation Refunding Bonds, Series 2023 (the "Bonds"); and,

WHEREAS, it is necessary to authorize the form of, terms, and execution of, an agreement for the purchase of the Bonds (the "Bond Purchase Agreement"), to be entered into by and between the purchaser of the Bonds and the County (the "Purchaser"), in connection with the purchase of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF THE HARTSVILLE/TROUSDALE COUNTY GOVERNEMENT, AS FOLLOWS:

Section 1. **Authority.** The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. **Definitions.** Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Authorized Representative of the County" means the then County Mayor or the then County Clerk of the County, authorized by resolution or by law to act on behalf of and bind the County.

"Bond" means individually, or "Bonds" means collectively, the General Obligation Refunding Bonds, Series 2023, of the County authorized by this Resolution of the County Commission.

"Bond Counsel" means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date of the sale of the Bonds, between the County and the Purchaser.

"Bond Registrar" means the County Clerk of the County, or his or her successor, or successors hereafter appointed in the manner provided in this Resolution.

"Closing Date" means the date of delivery and payment of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bonds.

"County Clerk" means the duly appointed, qualified, and acting County Clerk of the County, or his or her successors.

"County Commission" means the County Commission of the County.

"County Mayor" means the duly elected, qualified, and acting County Mayor of the County, or his or her successors.

"Interest Payment Date" means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

"Owner", when used with reference to the Bonds, means any entity who shall be the registered owner of any then outstanding Bond or Bonds.

"Principal Payment Date" means such date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be outstanding.

"Resolution" means this Resolution, as supplemented and amended.

"Scheduled Put Option Date" means the fifth anniversary of the date of the closing of the Bonds, subject to extension as set forth in Section 5(c) hereof, and if extended, the fifth anniversary of the prior Scheduled Put Option Date.

"State" means the State of Tennessee.

Section 3. Authorization. For the purpose of providing funds, together with funds of the County, to prepay the Outstanding Indebtedness, there is hereby authorized to be issued General Obligation Refunding Bonds of the County in the aggregate principal amount of not to exceed \$3,264,000. No Bonds may be issued under the provisions of this Resolution except in accordance herewith. The County Commission hereby finds that it is advantageous to the County to issue the Bonds to prepay the Outstanding Indebtedness.

Section 4. Form of Bonds; Execution.

(a) The Bonds are issuable only as fully registered bonds, without coupons. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit "A" attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the County. The Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the County with the manual signature of the County Mayor and attested with the manual signature of the County Clerk. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of the Bond Registrar on the certificate set forth on the Bonds.

(c) In the event any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the signature of such individuals who, at the actual time of the execution of such Bond, were the proper officers of the County to sign such Bond, although on the date of the adoption by the County of this Resolution, such individuals may not have been such officers.

Section 5. Terms, Payment, and Certain Other Provisions of the Bonds.

(a) The Bonds shall be designated "General Obligation Refunding Bonds, Series 2023". Each Bond shall be dated the date of issuance and delivery, or such other date as the Authorized Representatives of the County executing the Bonds shall determine; shall be sold at the price of par; shall bear interest from the date thereof at a rate or rates to be hereafter determined by the officials of the County executing the Bonds when said Bonds are sold, but not exceeding 4.50% per annum, such interest being payable semiannually on the first day of June and December of each year, commencing December 1, 2023; and, shall be payable on the first day of June in the principal amounts set forth in the Bond Purchase Agreement with the final maturity date of June 1, 2037; provided, however, that the County Mayor is

hereby authorized to make such adjustments in the principal amounts as are necessary to provide the most effective overall debt service for the County. If the Bonds are issued through the Tennessee Municipal Bond Fund ("TMBF"), fixed rate loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Bonds, based on the outstanding principal amount of the Bonds.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest.

The principal of, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond. 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.

(b) Interest on the Bonds shall be payable by wire transfer, electronic means, or by check or other form of draft of the Bond Registrar, deposited by the Bond Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the Owner of such Bonds, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the County maintained by the Bond Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(c) The Purchaser, at its sole option, may (i) extend the Scheduled Put Option Date for purposes of the Bonds for an additional five (5) years, upon such terms as may be mutually agreed upon by the Purchaser, the County, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Bonds to the County for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Purchaser shall have notified the County and the Administrator, in writing, that it intends to put the Bonds to the County for purchase on the next Scheduled Put Option Date, then the Purchaser shall be obligated to extend the Scheduled Put Option Date for an additional five (5) year term, from the then stated Scheduled Put Option Date.

If the Purchaser elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Bonds existing on the Scheduled Put Option Date.

Further, if the Purchaser elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Bonds, by notice delivered to the County and the Administrator, not less than eighty-five (85) days prior to the Scheduled Put Option Date.

(d) The County Commission of the County understands and is aware that the Purchaser has the option to put the Bond for purchase to the County during the term of the Bonds (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the County, the Administrator, and the County.

The County Commission is aware of the risks and benefits associated with the Bonds and the Put Option. The County Commission finds that the repayment structure of the Bonds (including the Put Option) is in the public interest of the County.

The County Commission further agrees that it is willing to pay additional issuance costs associated with the refunding of the Bonds in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the County is unable to pay the Bonds in full on such date and no subsequent holder can be determined, the County Commission commits to refund the Bonds in the following manner:

- (1) the County Commission shall submit a plan of refunding to the Comptroller or Comptroller's designee;**
- (2) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Bonds; and,**
- (3) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Bonds.**

The County Commission has not retained an independent municipal advisor in connection with the issuance of the Bonds. The County Commission understands and acknowledges that the Purchaser does not owe a fiduciary duty to the County and that the Purchaser is acting for its own business and commercial interests. The County Commission has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 6. **Redemption.** The Bonds shall not be subject to redemption, in whole or in part, during the first five years from the date of closing. Thereafter, the Bonds shall be subject to redemption, in whole or in part, at the option of the County, upon thirty (30) days written notice to the Purchaser, at the price of par plus accrued interest to the date of redemption.

Section 7. **Registration, Negotiability, and Payment.** The County Clerk of the County is hereby appointed the Bond Registrar and paying agent (the "Bond Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Bonds, and shall also perform such other duties as may be required in connection with any of the foregoing. The Bond Registrar is hereby authorized to authenticate and deliver the Bonds to the original purchaser thereof, or as it may designate, 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 Bonds to be transferred in proper form with proper documentation as herein described. The Bonds shall not be valid for any purpose unless authenticated by the Bond Registrar by the manual signature of the Bond Registrar on the certificate set forth in Exhibit "A" hereto. The Bonds shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Bonds shall be valid unless such transfer is noted upon the Registration Books and until such Bond is surrendered, cancelled, and exchanged for a new Bond which shall be issued to the transferee, subject to all the conditions contained herein.

Section 8. **Transfer of Bonds.**

- (a) Each Bond shall be transferable only on the Registration Books maintained by the Bond Registrar at the office of the Bond Registrar, upon the surrender for cancellation thereof at the office of the Bond

Registrar, together with an assignment of such Bond duly executed by the Owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Bond Registrar shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The County and the Bond Registrar may deem and treat the entity in whose name any Bond shall be registered upon the Registration Books maintained by the Bond Registrar as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the County or the Bond Registrar upon such Bond to the extent of the sum or sums so paid. Neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

Section 9. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute, and the Bond Registrar shall deliver, Bonds in accordance with the provisions of this Resolution. For every transfer of Bonds, whether temporary or definitive, the County and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Bond Registrar shall be obligated to transfer any Bond after the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date.

Section 10. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Bond shall, at the written request of the Owner, be cancelled on the Registration Books and a new Bond shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Bond. Thereafter, should such mutilated, lost, stolen, or destroyed Bond or Bonds come into possession of the Owner, such Bonds shall be returned to the Bond Registrar for destruction by the Bond Registrar. If the principal on said mutilated, lost, stolen, or destroyed Bond shall be due within fifteen (15) calendar days of receipt of the written request of the Owner for authentication and delivery of a new Bond, payment therefor shall be made as scheduled in lieu of issuing a new Bond. In every case the Owner shall certify in writing as to the destruction, theft, or loss of such Bond, and shall provide indemnification satisfactory to the County and to the Bond Registrar, if required by the County and the Bond Registrar.

Section 11. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Bond Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Bond Registrar. Such executed certificate of authentication by the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Bonds, including the principal thereof and the interest thereon, shall be payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount. The Bonds shall be a direct general obligation of the County, for which the punctual payment of the principal of and interest on the Bonds the full faith and credit of the County is hereby irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of, and interest on, the Bonds, there shall be levied in each year in which such Bonds shall be outstanding, to the extent necessary, a direct tax on all taxable property in the County, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said County, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The County Commission of the County is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or either of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the County, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected.

Section 14. Sale of Bonds.

(a) The Bonds herein authorized are authorized to be sold by the County Mayor at a private negotiated sale at a price of not less than par in accordance with the provisions of the Bond Purchase Agreement. The Bonds shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the County Mayor of the County and the purchaser of the Bonds, as set forth in such Bond Purchase Agreement.

The County Mayor, in consultation with the Purchaser of the Bonds, is authorized, prior to the sale of the Bonds and the execution of the Bond Purchase Agreement, to make such changes in the structuring of the terms of the Bonds as the County Mayor shall deem necessary to provide for the most efficient refunding of the Outstanding Indebtedness, as may be in the best interests of the County. In this regard, the County Mayor, in consultation with the Purchaser of the Bonds, is authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein and to change the redemption provisions set forth in Section 6 hereof; provided, however, that no redemption premium shall be greater than two percent (2%).

(b) The form, content, and provisions of the Bond Purchase Agreement as presented to this meeting of the County Commission and attached hereto as Exhibit "B," are in all particulars approved, and the County Mayor and the County Clerk are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Bond Purchase Agreement in the name, and on behalf of the County.

The Bond Purchase Agreement is to be in substantially the form now before this meeting of the County Commission, or with such changes therein as shall be approved by the County Mayor and County Clerk executing the same, their execution thereof to constitute conclusive evidence of the approval of any and all such changes or revisions.

The Authorized Representatives of the County are hereby authorized, empowered, and directed, from and after the execution and delivery of the Bond Purchase Agreement to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Purchase Agreement, as executed and delivered.

Section 15. **Disposition of Bond Proceeds.** The proceeds from the sale of the Bonds shall be paid to the official of the County designated by law as the custodian of the funds thereof. Said proceeds shall be used, together with other available funds of the County to prepay the Outstanding Indebtedness, such prepayment to occur on the first available date, but in no event later than eighty-nine (89) days from the date of issuance of the Bonds and to pay costs of issuance in connection with the Bonds.

Section 16. **Prepayment of the Outstanding Indebtedness.** Upon the adoption of the Resolution, the Outstanding Indebtedness maturing May 25, 2024 through May 25, 2037, inclusive, is hereby authorized to be prepaid, in accordance with the provisions of the respective Loan Agreements.

Section 17. **Non-Arbitrage Certification.** The County certifies and covenants with the Owner of the Bonds that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The County reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when, and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The County covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the County represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owner of the Bonds for purposes of federal income taxation.

Section 18. **Designation of Bonds Qualified Tax-Exempt Obligations.** The County hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The County reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the County (i) any issuer with respect to which the County is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the County (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2023 calendar year will be designated as "qualified tax-exempt obligations".

Section 19. **Resolution a Contract: Amendments.** The provisions of this Resolution shall constitute a contract between the County and the Owner of the Bonds and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Owner shall be made in any manner, until such time as all installments of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owner of all then outstanding Bonds has been obtained; provided, however, that the County is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Owner. The laws of the State of Tennessee shall govern this Resolution.

Section 20. **Remedies.** Any Owner of the Bonds shall have such remedies as provided by Title 9, Chapter 21, Section 216, Tennessee Code Annotated, as amended.

Section 21. **Failure to Present Bonds.** In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Bond Registrar for the benefit of the Owner thereof, all liability of the County to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Bond Registrar shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. **Payments Due on Saturdays, Sundays, and Holidays.** In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions in the State of Tennessee are authorized by law to close, then the payment of the interest on, or the principal of such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions in the State of Tennessee are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 23. **No Action to be Taken Affecting Validity of the Bonds.** The County Commission hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owner from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the Owner thereof for federal income tax purposes.

Section 24. **Miscellaneous Acts.** The County Mayor, the County Clerk, the County Trustee, and the County Attorney, and all other appropriate officials of the County, are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Bonds and for the redemption of the Outstanding Indebtedness.

Section 25. **No Recourse Under Resolution or on Bonds.** All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the County or against any official or individual executing the Bonds.

Section 26. **Partial Invalidity.** If any one or more of the sections, paragraph, or provisions of this Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, as the case may be.

Section 27. **Repeal of Conflicting Resolutions and Effective Date.** All 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, the welfare of the County requiring it.

Motion to approve: _____

Voice Vote

Second motion: _____

ABSENT _____

APPROVED:

ATTEST:

Jack McCall
Commission Chair

Rita Crowder
County Clerk

**STATE OF TENNESSEE)
COUNTY OF TROUSDALE)**

I, Rita Crowder, hereby certify that I am the duly qualified and acting County Clerk of the Hartsville/Trousdale County Government (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the County Commission (the "County Commission"), of said County held on June 26, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$3,264,000 General Obligation Refunding Bonds, Series 2023, by said County; (4) that the actions by said County Commission, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said County Commission was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 26th day of June, 2023.

County Clerk

(SEAL)

EXHIBIT A - FORM OF BOND

**Registered
No.** _____

**Registered
\$** _____

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
HARTSVILLE/TROUSDALE COUNTY GOVERNMENT
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2023**

Dated Date:

Registered Owner:

Principal Amount:

THE HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT (the "County"), a lawfully organized and existing public corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates and in the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on June 1 and December 1 of each year, commencing December 1, 2023, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the County Clerk maintained at the principal office of the County Clerk, Hartsville, Tennessee, or his or her successor as registrar and paying agent (the "Bond Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. 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.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This Bond is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code

Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer, and estate taxes, and except as otherwise provided in said Code.

This Bond is known as "General Obligation Refunding Bond, Series 2023" (the "Bond"), issued by the County in the original principal amount of \$3,264,000. The Bond, which is issued for the purpose of providing funds to prepay (i) the outstanding principal of that certain Loan Agreement, dated October 28, 2016, in the original amount of \$2,650,062, the proceeds of such loan having been used by the County to finance energy system improvements at the Hartsville/Trousdale County Elementary School, which is outstanding in the principal amount of \$1,964,000, maturing May 25, 2024 through May 25, 2037, and (ii) the outstanding principal of that certain Loan Agreement, dated December 16, 2016, in the original amount of \$1,750,000, the proceeds of such loan having been used by the County to finance the renovation of a County owned building for use as a Criminal Justice Center, which is outstanding in the principal amount of \$1,300,000, maturing May 25, 2024 through May 25, 2037, is authorized by appropriate resolutions of the County Commission and particularly that certain Resolution of the County Commission, adopted on June 26, 2023, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution as so amended or supplemented, being herein called the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Bond is issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

This Bond is further issued pursuant to the provisions of that certain Bond Purchase Agreement, dated of even date herewith, by and between the County and the purchaser of the Bond (the "Bank"). This Bond shall be subject to the provisions set forth in the Bond Purchase Agreement.

The Bank, as the purchaser of the Bond, at its sole option, may (i) extend the Scheduled Put Option Date, as hereinafter defined, for purposes of the Bond for an additional term of five (5) years, upon such terms as may be mutually agreed upon by the Bank, the County, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Bond to the County for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the County and the Administrator, in writing, that it intends to put the Bond to the County for purchase on the next Scheduled Put Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional five year term another five (5) year term, from the then stated Scheduled Put Option Date..

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Bond existing on the Scheduled Put Option Date.

Further, if the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Bonds by notice delivered to the County and the Administrator not less than eighty-five (85) days prior to the Scheduled Put Option Date.

"*Scheduled Put Option Date*" means the fifth anniversary of the date of the dated date of the Bonds, and if extended, the fifth anniversary of the prior Scheduled Put Option Date.

This Bond is payable from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount. For the prompt payment of this Bond, both principal and interest, as the same shall become due, the full faith, and credit of the County is hereby irrevocably pledged.

The County has designated the Bond as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Subject to the provisions for registration and transfer contained herein and in the Resolution, this Bond is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Bond. Upon any such transfer, the County shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new fully registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate. For every exchange or transfer of bonds, whether temporary or definitive, the County and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The County and the Bond Registrar may deem and treat the entity in whose name this Bond is registered as the absolute owner hereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and interest on, this Bond and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

The Bond is issuable only as a fully registered Bond, without coupons, in the denomination of \$3,264,000. At the principal office of the Bond Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, the Bond may be exchanged for an equal principal amount of bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bond shall not be subject to redemption, in whole or in part, during the first five years from the Dated Date, set forth above. Thereafter, the Bond shall be subject to redemption, in whole or in part, at the option of the County, upon thirty (30) days written notice to the Registered Owner, at the price of par plus accrued interest to the date of redemption.

This Bond shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Bond. This Bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this Bond in order to make this Bond a legal, valid, and binding obligation of the County, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this Bond and the issue of which it is a part, together with all other indebtedness of such County, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (TENNESSEE), by its County Commission has caused this Bond to be executed by the manual signature of the County Mayor and attested by the manual signature of the County Clerk, all as of _____, 2023.

EXHIBIT B – FORM OF BOND PURCHASE AGREEMENT

**HARTSVILLE/TROUSDALE COUNTY GOVERNEMENT
(TENNESSEE)**

AND

[BANK]

BOND PURCHASE AGREEMENT

Dated: July ____, 2023

**\$3,264,000
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2023**

BOND PURCHASE AGREEMENT

Hartsville/Trousdale County Government (Tennessee)
\$3,264,000
General Obligation Refunding Bond, Series 2023

THIS BOND PURCHASE AGREEMENT (the "Bond Purchase Agreement"), dated July ____, 2023, is by and between the **HARTSVILLE/TROUSDALE COUNTY GOVERNMENT (TENNESSEE)**, a public corporation duly organized and existing under the laws of the State of Tennessee (the "County"), and _____ (the "Purchaser" or the "Bank"):

Section 1. Background.

1.1 (a) The County will issue its \$3,264,000 General Obligation Refunding Bond, Series 2023, dated the date of issuance and delivery (the "Refunding Bond"), for the purpose of providing funds to prepay (i) the outstanding principal of that certain Loan Agreement, dated October 28, 2016, in the original amount of \$2,650,062, the proceeds of such loan having been used by the County to finance energy system improvements at the Hartsville/Trousdale County Elementary School, which is outstanding in the principal amount of \$1,964,000, maturing May 25, 2024 through May 25, 2037, and (ii) the outstanding principal of that certain Loan Agreement, dated December 16, 2016, in the original amount of \$1,750,000, the proceeds of such loan having been used by the County to finance the renovation of a County owned building for use as a Criminal Justice Center, which is outstanding in the principal amount of \$1,300,000, maturing May 25, 2024 through May 25, 2037 (the "Outstanding Indebtedness");

(b) The Refunding Bond is issued pursuant to that certain resolution, adopted by the County Commission of the County, on June 26, 2023 (the "Resolution").

(c) In accordance with the Resolution, the proceeds of the Refunding Bond will be used on July 10, 2023, to prepay the Outstanding Indebtedness.

1.2 The Refunding Bond shall be in substantially the form set forth in the Resolution; shall be issuable as a fully registered bond, in the denomination of \$3,264,000; shall be dated the date of issuance and delivery; shall bear interest from such date payable semiannually on June 1 and December 1 of each year, with the first interest payment to be made on December 1, 2023; shall bear interest at the rate of 4.12%, subject to adjustment as set forth below, and shall mature on the first day of June in the years and in the principal amounts set forth on the debt payment schedule attached hereto as Exhibit "A".

The Bank, as the purchaser of the Refunding Bond, at its sole option, may (i) extend the Scheduled Put Option Date, as hereinafter defined, for purposes of the Refunding Bond for an additional five (5) year term, upon such terms as may be mutually agreed upon by the Bank, the County, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Refunding Bond to the County for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the County and the Administrator, in writing, that it intends to put the Refunding Bond to the County for purchase on the next Scheduled Put

Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional five (5) year term from the then Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Refunding Bond existing on the Scheduled Put Option Date.

Further, if the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Refunding Bond by notice delivered to the County and the Administrator not less than eighty-five (85) days prior to the Scheduled Put Option Date.

"*Scheduled Put Option Date*" means the fifth anniversary of the date of the dated date of the Refunding Bond, subject to extension as set forth herein, and if extended, the fifth anniversary of the prior Schedules Put Option Date.

1.3 The Refunding Bond shall not be subject to redemption, in whole or in part, during the first five (5) years from the date of closing. Thereafter, at the option of the County, upon thirty (30) days calendar days' written notice, to the Bank, the County may prepay the Refunding Bond, in whole or in part, at the price of par plus accrued interest to the date of redemption.

Section 2. Representations and Warranties of the County.

The County represents and warrants to the Bank (which representations and warranties will survive the purchase and delivery of the Refunding Bond) that:

2.1 The County is a municipal corporation duly organized and validly existing under the laws of the State of Tennessee, and is authorized and empowered by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as the same may be from time to time supplemented and amended (the "Act"), and its Charter to enter into the transactions contemplated by this Bond Purchase Agreement and to carry out its obligations hereunder.

2.2 The County has complied with the provisions of the Act and its Charter and has full power and authority to issue and sell the Refunding Bond as provided herein and in the Resolution and has full power and authority to enter into and has duly authorized the execution and delivery of the Resolution and this Bond Purchase Agreement.

2.3 The Resolution duly adopted by the County and still in force and effect authorizes (1) the execution, delivery, and due performance of this Bond Purchase Agreement and the Refunding Bond, and (ii) the taking of any and all action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated by this Bond Purchase Agreement.

2.4 This Bond Purchase Agreement upon its effective date, will, assuming due execution by the other parties hereto, constitute a legal, valid, and binding obligation of the County in accordance with its terms.

2.5 The Refunding Bond, when issued, delivered, and paid for as provided in this Bond Purchase Agreement is the valid and binding obligation of the County enforceable in accordance with and entitled to the benefits and security of the Resolution and the other security therefor.

2.6 There is no action, suit, proceeding, or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any basis therefor) wherein an unfavorable decision, ruling, or finding would adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the validity of the Refunding Bond, the Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the completion of the transactions contemplated hereby or (ii) the exclusion of interest on the Refunding Bond from gross income of the holders thereof for federal income tax purposes.

2.7 The execution and delivery of this Bond Purchase Agreement, the Refunding Bond, the Resolution, and the other agreements contemplated hereby and in compliance with the provisions thereof will not conflict with or constitute on the part of the County a breach of or a default under any existing agreement, indenture, mortgage, lease, or other instrument to which the County is subject or by which it is or may be bound or, to the best knowledge of the County, any law, regulation, order, or decree applicable to the County, of any court, regulatory body or administrative body having jurisdiction over the County or its Refunding Bond.

2.8 Any certificate signed by an authorized officer of the County delivered to any other party hereto shall be deemed a representation and warranty by the County to any such party as to the statements made by the County herein.

2.9 No further approval, consent, authorization or order of, or filing, registration or declaration with, or withholding of objection on the part of, any court or regulatory body, federal, state or local, is required in connection with (i) the issuance and delivery of the Refunding Bond by the County, or (ii) the execution or delivery of or compliance by the County with the terms and conditions of this Bond Purchase Agreement, the Resolution, or the Refunding Bond.

2.10 The County will apply the proceeds from the sale of the Refunding Bond as provided in and subject to all the terms of the Resolution and will observe all covenants of County in such Resolution.

2.11 The County will not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such action or circumstances will adversely affect the exclusion from gross income of the interest on the Refunding Bonds for federal tax purposes.

Section 3. Representations and Warranties of the Bank.

3.1 The Bank has received all necessary information with respect to the County necessary in order to purchase the Refunding Bond.

3.2 The Resolution, the Refunding Bond, and this Bond Purchase Agreement have been approved by the Bank and contain the terms agreed to by the Bank.

3.3 The Bank has made its own independent investigation and evaluation of the financial position of the County, or has caused such investigation and evaluation of the County to be made by persons it deems competent to do so.

Section 4. Purchase, Sale, and Closing.

4.1 Subject to the terms and conditions herein set forth, the County agrees to sell to the Bank and the Bank agrees to purchase from the County the Refunding Bond in the principal amount of \$3,264,000 at the price of par.

The closing for the Refunding Bond (the "Closing") will be held on July __, 2023 (the "Closing Date"). Payment for the Refunding Bond shall be made in a manner satisfactory to the County and the Bank in immediately available funds (unless agreed upon otherwise by the Bank) against delivery to the Bank of the Refunding Bond purchased thereby. The Refunding Bond will be delivered at the Closing to the Bank.

4.2 The Bank's obligations to pay for the Refunding Bond and the obligations of the County to issue the Refunding Bond are subject to the fulfillment of the following conditions at or before the Closing:

- (a) The County's representations hereunder are true as of the date hereof.
- (b) The Resolution shall be in full force and effect and shall not have been amended or modified in any way which would adversely affect the Refunding Bond or the rights of any of the Bank and there shall have been no material adverse change in the properties, business (financial or otherwise), or results of the operation of the County since the date of the adoption of the Resolution.
- (c) The County shall not have defaulted in any of its respective covenants hereunder.
- (d) The Refunding Bond and the Resolution, shall have been duly authorized, executed, and delivered in the form heretofore approved by the Bank with only such changes therein as the Bank and the other parties thereto shall mutually agree upon.
- (e) The Bank shall have received or approved:
 - (i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Bank;
 - (ii) an opinion of counsel to the County, dated as of the Closing, in form and substance satisfactory to the Bank;
 - (iii) copy of the executed Resolution; and,
 - (iv) closing certificates in forms satisfactory to the Bank.

(f) As of the date hereof there shall not be any litigation or proceeding pending or threatened challenging the validity of this Bond Purchase Agreement, the Resolution, the Refunding Bond, or any other attendant documents, impairing the ability of the County to pay the Refunding Bond, or seeking to enjoin any of the transactions referred to therein, and the Bank shall have received a certificate or certificates to this effect.

Section 5. Miscellaneous.

5.1 No omission or delay by the Bank or the County in exercising any right or power under this Bond Purchase Agreement will impair such right or power or be construed to be a waiver of any default or an acquiescence therein, any single or partial exercise of any such right or power will not preclude any other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and signed by the Bank or, if a waiver of default is properly waivable by the County, then signed by the County and the Bank and then only to the extent specified. All remedies herein and by law afforded will be cumulative and will be available to the Bank and the County until the Refunding Bond is paid in full.

5.2 This Bond Purchase Agreement and the rights and obligations of the parties hereunder shall not be assigned nor shall this Bond Purchase Agreement be amended without the written consent of the Bank and the County.

5.3 A written notice required or permitted by this Bond Purchase Agreement may be delivered by depositing it in the United States mail, postage prepaid, as follows:

If to the County:

Hartsville/Trousdale County Government
328 Broadway, Room 6
Hartsville, Tennessee 37074
Attention: County Mayor

If to the Bank:

Attention:

5.4 This Bond Purchase Agreement has been executed and delivered in the State of Tennessee and it is the intention of the parties hereto that such document shall be governed by and construed in accordance with the laws of such State.

5.5 All representations, warranties, and agreements of the County shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Bank, and shall survive delivery of the Refunding Bond to the Bank.

5.6 This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

5.7 The officers of the County shall not be personally liable for any amounts, costs, losses, damages, or liabilities caused or incurred by the County, the Bank, this Bond Purchase Agreement, the Resolution, or any other document or certification whatsoever, or for the payment of any other sum or the performance of any obligation or covenant under any of the above.

Highlighted areas to be adjusted per Commission requests

RESOLUTION TO LEVY A COUNTY-WIDE MOTOR VEHICLE TAX (WHEEL TAX)

WHEREAS, Tennessee Code Annotated, Section 5-8-102 authorizes counties to levy a motor vehicle privilege tax as a condition precedent to the operation of a motor vehicle within a county; and

WHEREAS, the need for new revenue sources is great in Hartsville/Trousdale County,

NOW, THEREFORE, BE IT RESOLVED, by the Hartsville/Trousdale County Commission that:

SECTION 1. For the privilege of using the public roads and highways, except state maintained roads, in Hartsville/Trousdale County, Tennessee, there is levied upon motor-driven vehicles (including motorcycles and motor-driven bicycles and scooters), and upon the privilege of the operation thereof, except farm tractors, self-propelled farm machines not usually used for operation upon public highways or roads, and except all motor-driven vehicles owned by any governmental agency or governmental instrumentality, a special privilege tax for the benefit of such county, which tax shall be in the amount of **One Hundred Dollars (\$100.00)** for each such motor-driven vehicle and **Thirty Dollars (\$30.00)** for each such motorcycle, or motor-driven bicycle and scooter.

This tax applies to, and is a levy upon, and shall be paid on each motor-driven vehicle, the owner of which resides within said county.

SECTION 2. The tax herein levied shall be paid to and collected by the County Clerk of Hartsville/Trousdale County, who is authorized by T.C.A. 67-4-103 to collect such privilege taxes. The County Clerk shall collect this tax at the same time he collects the state privilege tax levied upon the operation of motor-driven vehicle over the public highways of this State. The **County Clerk shall deduct a fee of three percent (3%)** as authorized in T.C.A. 8-21-701 (57) from the amount of taxes collected and paid over to the County Trustee.

SECTION 3. Payment of the privilege tax imposed hereunder shall be evidenced by a receipt, issued in duplicate by the Clerk, the original of which shall be kept by the owner of the motor-driven vehicle, and by a decal or emblem also issued by the Clerk, which shall be displayed by affixing the same on and to the lower right-hand side of the windshield of the motor-driven vehicle for which the same was issued. (Provided, however, that the privilege tax decal for motorcycles, motor-driven bicycles and scooters shall be placed on the top portion of the gasoline tank, but if such tank is not visible, then the decal shall be placed on any prominent and visible portion of said vehicle).

SECTION 4. The design of the decal or emblem shall be determined by the County Clerk. The expense incident to the purchase of such decals and emblems herein required, as well as the expense of obtaining proper receipts and other records necessary for the performance of the duties herein incumbent upon the Clerk shall be paid from the General Fund of the County.

SECTION 5. The privilege tax or wheel tax herein levied, when paid together with full, complete and explicit performance of and compliance with all provisions of this Resolution, by the owner, shall entitle the owner of the motor-driven vehicle for which said tax was paid and on which the decal or emblem has been affixed as herein provided, to operate or allow to be operated his vehicle over the streets, roads and highways of the County for a period of one year which shall run concurrently with the period established for the state registration fees by Section 55-4-104 of the Tennessee Code.

In the event the wheel tax decal is sold by the Clerk for a period of more or less than a calendar year, the tax imposed shall be proportionate to the annual tax fixed for the vehicle and modified in no other manner, except that the proportional tax shall be rounded off to the nearest quarter of a dollar.

SECTION 6. In the event any motor-driven vehicle for which the wheel tax has been paid and the emblem of the decal issued and placed thereon, becomes unusable or is destroyed or damaged to the extent that it can no longer be operated over the public roads, streets or highways of said County; or in the event that the owner transfers the title to such vehicle, and completely removes therefrom and destroys the decal or emblem issued for and placed thereon, and the owner makes proper application to the Clerk for the issuance of a duplicate decal or emblem to be used by him on another vehicle for the unexpired term for which the original decal or emblem

was issued, and the Clerk is satisfied that the applicant is entitled to the issuance of such a duplicate decal or emblem and the owner pays into the hands of the Clerk the sum of One Dollar (\$1.00), the Clerk will then issue to such owner a duplicate receipt, cancelling the original receipt delivered to him by the owner, and will deliver to the owner a duplicate decal or emblem, which shall be affixed to the motor-driven vehicle for which it was issued, as herein provided, and such duplicate decal or emblem shall entitle the owner to operate, or allow to be operated, the vehicle upon the streets, roads and highways of said county for the remainder of the period for which the original decal or emblem was issued. Likewise, in the event a decal or emblem becomes obliterated, erased or defaced, or is destroyed under the provisions of this Resolution, and is therefore illegible and unusable by the owner, upon proper application made by the owner and filed with the Clerk, showing such circumstances and facts to be true, then the Clerk, upon receipt from the owner of One Dollar (\$1.00) may issue and deliver to the owner, a duplicate decal or emblem.

SECTION 7. Pursuant to T.C.A. 5-8-102, any person failing to display said decal or emblem required by this Resolution shall be guilty of a misdemeanor and, upon conviction, subject to a fine of Fifty Dollars (\$50.00).

SECTION 8. The proceeds derived from collection of said wheel tax shall be distributed in the following manner: 50% of funds shall be applied to Jail Capital Outlay Reserve Fund, 40% of funds shall be applied to Education Capital Outlay Reserve Fund, and 20% of funds shall be applied to Other Capital Outlay Reserve Fund for the purpose of constructing new facilities. Provisions of this Resolution shall be redistributed upon successful payoff payment of jail debt. This distribution shall not be utilized for recurring county funds, but shall be utilized for county building projects only.

SECTION 9. Any amendment to this Resolution, during the term to which it is in effect, to change the amount of the tax shall terminate the effect of this Resolution.

SECTION 10. For the purpose of approving or rejecting the provisions of this Resolution, it shall be effective upon approval by a supermajority vote of the qualified voters of Trousdale County Legislative body, purpose of collection of the tax herein levied, such collection shall begin on the first day of _____

Wheel Tax Estimates				
	7,950 Vehicles	Jail 40%	Schools 40%	Other 20%
\$10	\$79,500	\$31,800	\$31,800	\$15,900
\$20	\$159,000	\$63,600	\$63,600	\$31,800
\$30	\$238,500	\$95,400	\$95,400	\$47,700
\$40	\$318,000	\$127,200	\$127,200	\$63,600
\$50	\$397,500	\$159,000	\$159,000	\$79,500
\$60	\$477,000	\$190,800	\$190,800	\$95,400
\$80	\$636,000	\$254,400	\$254,400	\$127,200
\$100	\$795,000	\$318,000	\$318,000	\$159,000