

**1. CALL TO ORDER, 2. PRAYER & PLEDGE, 3. OPEN MEETING, 4. ROLL CALL**

Be it remembered that the Bedford County Commissioners, acting as the County Legislative Body met in regular session in the Bedford County Courthouse in Shelbyville, TN on Tuesday, August 8, 2017 at 7:00 PM. Chairman Pro Tem John Brown called the meeting to order. Prayer was led by Commissioner Don Gallagher. Sheriff Austin Swing opened the meeting. County Clerk Donna Thomas led the Pledge of Allegiance and called the roll.

<b>BOBBY FOX</b>	<b>BOB DAVIS</b>	<b>LINDA YOCKEY</b>
<b>TONY BARRETT</b>	<b>JULIE SANDERS</b>	<b>DON GALLAGHER</b>
<b>JEFF YOES</b>	<b>PHILLIP FARRAR JR.</b>	<b>MARK THOMAS</b>
<b>ED CASTLEMAN</b>	<b>JOHN BROWN</b>	<b>JIMMY WOODSON</b>
<b>JANICE BROTHERS</b>	<b>BILL ANDERSON</b>	<b>JIMMY PATTERSON</b>
<b>TONY SMITH</b>	<b>CHUCK HEFLIN</b>	

With 17 Commissioners present Chairman Pro Tem John Brown called the meeting to order. Commissioner Billy King was absent.

**5. APPROVAL OF THE JUNE 29, 2017 AND JULY 11, 2017 COMMISSION MINUTES**  
 Commissioner Thomas made a motion to approve. Second by Commissioner Fox. Passed by voice vote.

**6. NOTARY APPROVALS**

Commissioner Yoes moved to approve the notary applicants/renewals as submitted by the County Clerk. Second by Commissioner Woodson. Passed by voice vote.

FROM: BEDFORD COUNTY CLERK RE: NOTARY APPLICANTS FOR August 2017  
 TO: RULES AND LEGISLATIVE COMMITTEE DATE: 07-11-2017

NAME	NEW/RENEW	RECOMMENDED BY
1. Sylvia Nelson	Renew	
2. Wendy Seibers	Renew	
3. Bridget W. Bobo	Renew	
4. Daniel C. Trott II	Renew	
5. Sarah Katherine Simpson	Renew	
6. Tammy S. King	Renew	
7. Robin Moore	Renew	
8. Holly Voelker	Renew	
9. William Geissler	Renew	
10. Patricia J. Smith	New	Barrett/King
11. Holli L. Jones	New	Barrett/King
12. Chasity D. Langford	New	Barrett/King
13. Dana Philpott	New	Barrett/King
14. Chelsea Orrick	New	Barrett/King
15. Joanne Perry	New	Barrett/King
16. Adams Bates	New	Barrett/King

**7. REPORTS OF STANDING COMMITTEES**

**A. RULES AND LEGISLATIVE COMMITTEE**

- 1. The Mayor will visit board appointments for all boards** - Item continued to be placed on the Commission Agenda by the Rules and Legislative Committee until all positions can be filled.

**7.A.1. BOARD APPOINTMENTS (continued)**

**Commissioner Thomas made a motion to defer the item. Second by Commissioner Fox. Motion passed by voice vote.**

**B. COURTHOUSE AND PROPERTY COMMITTEE**

**C. LAW ENFORCEMENT COMMITTEE**

**D. FINANCIAL MANAGEMENT COMMITTEE**

- 1. Quarterly Financials-** Item placed on the August 8, 2017 commission agenda with a unanimous recommendation by the Finance Committee.

**Commissioner Brothers made a motion to approve. Second by Commissioner Smith. Motion passed by roll call vote. 16 Ayes 0 Noes**

*A copy of the Quarterly Financial Report is on file at the Clerk's office.*

- 2. Resolution – Tennessee Consolidated Retirement System (County and E-911) -** Item placed on the August 8, 2017 commission agenda with a unanimous recommendation by the Finance Committee.

**Commissioner Yoes made a motion to approve. Second by Commissioner Yockey. Motion passed by voice vote.**

**Tennessee Consolidated Retirement System**  
(Bedford County and Bedford County Emergency Communications District)  
**A RESOLUTION to acknowledge and agree to certain terms and conditions regarding participation in the Tennessee Consolidated Retirement System.**

WHEREAS, Tennessee Code Annotated, Title 8, Chapter 35, Part 2 allows a political subdivision to participate in the Tennessee Consolidated Retirement System ("TCRS") subject to approval of the TCRS Board of Trustees; and

WHEREAS, Bedford County is a participating political subdivision in TCRS under the provisions of Tennessee Code Annotated, Title 8, Chapters 34-37; and

WHEREAS, the Bedford County Emergency Communications District is a political subdivision with a relationship to Bedford County, and its employees participate in TCRS through Bedford County under the same terms and conditions as all employees of Bedford County participate; and

WHEREAS, TCRS has determined that the Bedford County Emergency Communications District is required to join TCRS as a separate participating political subdivision and to report its employees separately from Bedford County; and

WHEREAS, TCRS has determined that the reporting of the Bedford County Emergency Communications District employees by Bedford County was an administrative error; and

WHEREAS, TCRS will authorize the employees of the Bedford County Emergency Communications District to continue to participate in TCRS under the following terms and conditions:

- The Bedford County Emergency Communications District establishes, to the satisfaction of TCRS, its status as a governmental entity;
- The Board of Directors of the Bedford County Emergency Communications District passes a resolution to participate in TCRS pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 2 and agrees to all terms thereof;
- The Board of Directors of the Bedford County Emergency Communications District agrees, by passage of this resolution, that all employees hired prior to October 1, 2017 ("Effective Date"), shall participate in TCRS under the same terms and conditions under which they currently participate as reported by Bedford County and accepts all liabilities established on October 1, 2017, or later, associated with such participation;
- The Board of Directors of the Bedford County Emergency Communications District agrees, by passage of this resolution, to maintain and accept all assets and liabilities established on October 1, 2017, or later, associated with membership of its current and future employees in TCRS;
- The Board of Commissioners of Bedford County agrees, by passage of this resolution, to maintain and accept all assets and liabilities established in regard to current and former employees of the Bedford County Emergency Communications District prior to October 1, 2017;
- The Board of Directors of the Bedford County Emergency Communications District, by passage of this resolution, hereby rescinds any and all previously adopted resolutions addressing its participation in TCRS;
- The Board of Commissioners of Bedford County, by passage of this resolution, hereby rescinds any and all previously adopted resolutions addressing participation of the Bedford County Emergency Communications District.

7.D.2. Resolution – TCRS (County and E-911) (continued)

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Bedford County Emergency Communications District and the Board of Commissioners of Bedford County hereby agree to compliance with the terms and conditions set forth above in order to authorize the employees of the Bedford County Emergency Communications District to be eligible to continue participation in TCRS. It is acknowledged and understood that TCRS is authorizing the employees of the Bedford County Emergency Communications District to participate in TCRS by compliance of the governing bodies of the Bedford County Emergency Communications District and Bedford County with the terms and conditions above, and such authorization from TCRS is contingent upon such compliance.

STATE OF TENNESSEE  
COUNTY OF BEDFORD

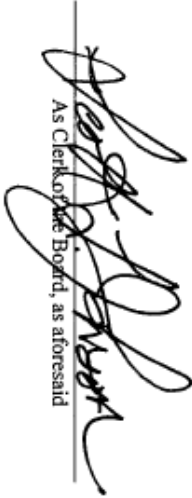
I, Scott L. Johnson, clerk of the Board of Directors of

the Bedford County Emergency Communications District, Tennessee do hereby certify that this is a true and exact copy of the foregoing Resolution that was approved and adopted in accordance with applicable law at a meeting held on the 16th day of August, 2017, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the Bedford County Emergency Communications

District.

Seal

  
As Clerk of the Board, as aforesaid

STATE OF TENNESSEE  
COUNTY OF BEDFORD

I, Donna Thomas, clerk of the Board of

Commissioners for Bedford County, Tennessee do hereby certify that this is a true and exact copy of the foregoing Resolution that was approved and adopted in accordance with applicable law at a meeting held on the 8 day of August, 2017, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of Bedford County.

Seal

  
As Clerk of the Board, as aforesaid

- 3. MoU and Resolution – School Building Program - Item placed on the August 8, 2017 commission agenda with a unanimous recommendation by the Finance Committee.

Commissioner Yockey made a motion to approve. Second by Commissioner Fox.

Commissioner Heflin stated that the resolution is authorizing the borrowing of \$9.9 million: \$4.5 million for the completion of Cascade High School, \$1.5 million for an addition to Learning Way, and the remainder for a vocational center at Central. He has no problem with Cascade and Learning Way, but is firmly opposed to selling the vocational center. He stated that it is 50,000 square feet and the price they are offering amounts to \$52 per square foot. According to the current quote for Cascade, if we rebuild just the 50,000 square feet which is now being fulling utilized, it will cost \$10 million.

Commissioner Heflin moved to amend the motion to take the vo-tech center out of the resolution and send it through the committees for discussion like it's supposed to be, and reduce the amount to \$6 million. Commissioner Anderson seconded the motion to amend.

Commission Yockey stated that she understands the concern. She said our vocational center has great teachers but she feels like a new structure would move us into many years of future progress like Marshall County and others. She stated that the current building is not handicap accessible and that is a concern. If this will allow TCAT to enhance their offerings it is a win-win. We must think ahead and keep up with other counties to prepare our students for dual enrollment. She asked whether

**7.D.3. MoU and Resolution – School Building Program (continued)**

**the Commission would allow Ivan Jones from TCAT to speak, which would require suspending the rules.**

**Commissioner Thomas asked whether the county could legally sell the property without going through the bid process. County Attorney John T. Bobo said the commission would have to follow the correct procedure to sell the property.**

**Commissioner Sanders said that she is in favor of progressing the vocation school, but that Community and Cascade are not being included in the program. She is also concerned that there are 12 portables at Eakin and the elementary schools are overcrowded and must be addressed. She said that is a greater problem than the vocational problem.**

**Commissioner Gallagher seconded Commissioner Yockey's move to suspend the rules and allow Mr. Jones to speak. Upon a show of hands, the motion to suspend the rules failed for lack of a two thirds majority.**

**Commissioner Woodson said that he is in favor of Cascade and Learning Way and is not opposed to the vocational issue, but there is no rush to vote on it tonight, especially since not all the money will be borrowed at once. There are people with legitimate questions and concerns that need to be addressed in the proper committees. He is in favor of the amendment, but if it fails he will vote for the resolution so as not to jeopardize Cascade.**

**Commissioner Farrar stated that he was an administrator at the vocational school for 14 years and they accommodate every handicap accessible situation by moving classrooms downstairs to give students access. There has never been a danger of liability due to handicap access. Central High School is overcrowded with 150 more students than expected this year. Selling the vo-tech will add to the overcrowding. There are 2 art classes that will have to be moved to Central. There is no room for them. There are also a distribution center and 3 IT offices that will have to be relocated. Also, there are 2 or 3 instructional coaches in another shop as well as the 7 portables, which house screening for eyesight and hearing, storage, social workers, English interpreter, and 4 or 5 special education personnel. All of these will be displaced by this project. The property is very valuable to the county. He understands TCAT's need to buy the property. He has always encouraged students to attend TCAT. He agreed that at \$200 per square foot the replacement cost would be \$10 million. The current building is in good shape and they are starting new programs such as the STEM program. He believes the vo-tech program is not behind and does not need a new facility. He is concerned that there would not be enough room to accommodate all the current instructors. We cannot downsize the high school and jeopardize the 9-12 education for a TCAT project. He supports the TCAT program fully, as it is one of the best in the state and there is a need for it. But he cannot support this project. It will compound the overcrowding at Central. He said the money to pay the proposed loan is to come out of the BoE budget and will be about \$600,000 per year. He is concerned that tying up that amount of money for 20 years will hamstring future board members and future superintendents. It is fiscally irresponsible to let the BoE take on the Commission's responsibilities. The school board does not set the tax rate. They are not responsible to the tax payers, the commissioners are. We would be remiss to appropriate \$9.9 million and include 2 additional projects without seeing plans or construction estimates. He stated that his district is a no-tax district against tax-and-spend. He said that Mayor Eugene Ray's leadership is missed and he hopes he gets well and is able to be back soon. He also said that he is mindful the School Superintendent is appointed and a servant to the school board. He is not an elected official. Farrar stated that he is in favor of the amendment and that the Learning Way proposal should go back to committee for more information regarding the need and the cost of construction. He said that Community High School was slighted a few years ago and they are now nearing full capacity. He would be in favor of building the addition that was left off of Community before a building that would downsize and hurt the vocational students.**

**7.D.3. MoU and Resolution – School Building Program (continued)**

The other projects should go to the Courthouse and Property Committee where they belong. He stated that the commission needs to get back to proposals going before the proper committees for discussion before coming before the commission.

Commissioner Anderson thanked Commissioner Farrar and said that Farrar is the real expert on the vocational program. He said it should be passed back to committee where it should have gone to start with. The proposal should have gone through Rules and Legislative Committee where it was brought before. It was sent back to the school board and should have come back to Rules and Legislative and on to Courthouse and Property Committee. That would allow discussion and debate of the issue. He said if the school board had asked for the money for Cascade the commission would have done that, but he thinks they wanted to lump this project in and do it this way. The commission may have funded the money if they had been asked. He said the vocational school is not going to happen next year anyway so sending it back to committee will not hold anything up. But he does not want Cascade to be held up and he has no problem with Learning Way.

Commissioner Gallagher said that the points that have been raised are valid. He commended the school board for stepping up and making this proposal. He said it is consistent with their 10-year growth plan which they had put forth to the county commission. He doesn't see anything in the proposal that would mitigate going through the normal process of design and bidding before the loan is executed. The resolution just authorizes the commission to execute a series of loans not to exceed \$9.9 million. The same is true about the vocation school. The state is offering \$2.6 million, but that does not negate going through the selling process required by law. The \$2.6 million could be considered the opening bid. In understanding the background, the city gave 20 acres where TCAT is located. The state built the vocational school and gave it to the county, so the county was not out anything for the land and building. Now the state is offering a starting bid of \$2.6 million to buy it, which sounds like a pretty good deal. He understands the concern about the cost of a new facility and whether it will meet the needs of students in the vocational programs. He thinks it is a good opportunity to start afresh and redesign things to meet the needs that are there today. Overall, he thinks it is a good proposal and a window of opportunity the county should take advantage of. Passing the resolution to allow the county to borrow the money with the school board stipulating that they are going to make the payments on the loan is a good deal. It doesn't preclude going through any of the normal committee processes before the loans are made, but it is important to move forward. At the finance committee, he read a letter from Mr. Jones where he talked about the needs of the facility, how it was landlocked, how there are programs that need to be started to meet the needs of area work force, how there are some students waiting almost a year to be enrolled in certain programs due to the high demand. He understands that the BoE should be focused on K-12, but the commission needs to be focused on the whole county. What TCAT does for the county provides a very essential element in the county's efforts to build an industrial park to attract industry so that we can be assured of providing the work force with the necessary skills that factories will be interested in. He believes there are legitimate concerns, but they are not serious enough to just stop the process. The question is, what happens if this is not approved? Whatever it is going to cost to build a vocational school, we are getting \$2.6 million. The BoE is going to help finance a part of that. If this fails there may be a need to raise taxes in the near future to meet the demands, which are not going to change. The only thing that will change is the cost of meeting the needs, which will go up.

Chairman Pro Tem Brown informed the commission that, according to the rules, each commissioner is allowed to speak for 10 minutes.

Commissioner Heflin said that the wording of the resolution authorizes the borrowing of the money specifically for completing Cascade, adding a wing to Learning Way, and adding a vocational wing to Central. There is nothing in the resolution which mentions the BoE making payments. There is nothing that states

**7.D.3. MoU and Resolution – School Building Program (continued)**

how the \$9.9 million is to be divided up. In essence, the county is borrowing \$9.9 million and handing it over to the BoE. It specifically says it is incumbent upon the county through ad valorem taxes to make the payments. If the money is borrowed the county is obligated to pay it back. Heflin called the question on the amendment.

The motion to amend failed upon roll call vote. 7 Ayes 8 Noes 1 Pass Commissioners in favor of the amendment were Thomas, Farrar, Castleman, Sanders, Anderson, Heflin, and Woodson.

Commissioner opposed to the amendment were Barrett, Yoes, Yockey, Brothers, Davis, Smith, Fox, and Gallagher. Commissioner Patterson passed.

The main motion passed by roll call vote. 10 Ayes 5 Noes 1 Pass Commissioners in favor of the motion were Yoes, Barrett, Castleman, Gallagher, Fox, Smith, Davis, Brothers, Woodson, and Yockey.

Commissioners opposed to the motion were Anderson, Sanders, Farrar, Thomas, and Heflin. Commissioner Patterson passed.

Commissioner Gallagher asked whether the Memorandum of Understanding should be voted on. Finance Director Robert Daniel said that the MoU is an agreement between the mayor and the chairman of the school board based on the resolution and does not need to be voted on.

Commissioner Heflin asked if it takes 12 votes to pass on a resolution of this size. After consulting the by-laws it was determined that the resolution could pass by a simple majority vote. Attorney Bobo said that he would double-check first thing in the morning and notify everyone immediately if it requires two thirds majority. As it stands, the motion passed and the MoU is automatically approved.

RESOLUTION NO. 18-9

RESOLUTION AUTHORIZING ONE OR MORE LOANS PURSUANT TO ONE OR MORE LOAN AGREEMENTS BETWEEN BEDFORD COUNTY, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,940,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENTS AND OTHER DOCUMENTS RELATING TO SAID LOANS; APPROVING THE ISSUANCE OF BONDS BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOANS AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATION UNDER SUCH LOAN AGREEMENTS; AND, CERTAIN OTHER MATTERS

WHEREAS, the Board of Commissioners (the "Board"), of Bedford County, Tennessee (the "County"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of financing all or a portion of the costs improvements to the Bedford County School System, including but not limited to, paying a portion of the costs of the acquisition, construction, and equipping of a new high school for the County, the construction and equipping of a new wing on Learning Way Elementary School, and a new Vocational Building/wing at Central High School, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, and engineering costs incident thereto, reimbursement for expenditures related to the foregoing, and to pay costs incident to the issuance of the Bonds and the loan of the proceeds thereof to the County (collectively, the "Project"), by obtaining one or more loans from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the Board of the County to be in the best interests of the County to finance the Project through The Tennessee Municipal Bond Fund fixed rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the County for the above described purposes;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted May 13, 2015, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bonds (Bedford County School Loan), in one or more series, with an appropriate series designation (the "Bonds"), in the aggregate principal amount of not to exceed Nine Million Nine Hundred Forty Thousand Dollars (\$9,940,000), and loan the proceeds thereof to the County pursuant to the provisions of one or more Loan Agreements, by and among the County, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (collectively, the "Loan Agreement");

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the County legally available therefor, including, but not necessarily limited to, 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, and amount and for the punctual payment of said principal of,

**7.D.3. MoU and Resolution – School Building Program (continued)**

premium, if any, and interest on, the Loan Agreement, the full faith and credit of the County will be irrevocably pledged; and,

**WHEREAS**, the Bonds are to be secured by and contain such terms and provisions as set forth in a Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bonds (the "Purchaser").

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bonds and the loan of the proceeds thereof to the County, one or more loans to the County from the Authority are hereby authorized in the total aggregate principal amount of not to exceed \$9,940,000 and the County is hereby authorized to borrow such funds from the Authority (collectively, the "Loan").

(b) The Bonds to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bonds, as provided in the Loan Agreement. The County Mayor and County Clerk are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the County Mayor shall determine is in the best interest of the County. The County shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The final rate of interest payable on the Loan Agreement shall not exceed the maximum rate of interest permitted by applicable law. The Loan Agreement shall be for a term of twenty years or less. The final principal and interest payment dates, final interest rate payable, amortization of principal amounts of the Loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the County Mayor and the Purchaser, at the time of the sale of the Bonds and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the County, in accordance with the terms of this Resolution and the Loan Agreement.

(c) **The Board of the County understands and is aware that the Purchaser has the option to put the Bonds for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the County.**

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

**The Board further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond 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 Loan amount in full on such date and no subsequent holder can be determined, the Board commits to refund the Loan in the following manner:**

(x) the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;

(y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,

(z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.

**The Board has not retained an independent municipal advisor in connection with the Loan. The Board 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 Board has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.**

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the County and are hereby approved and the Board hereby authorizes the County Mayor and the County Clerk of the County to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the County Mayor and the County Clerk to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The County further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Bond Purchase Agreement and that certain Tax Exemption Certificate to be executed by the Authority at the time of the issuance of the Bonds.

Section 3. Fulfillment of Obligations. The Board of the County is authorized and directed to fulfill all obligations of the County under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the County on all taxable property within the corporate limits of the County without limitation as to time, rate, or amount, to the extent necessary in the event funds of the County legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the County under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the County are irrevocably pledged.

Section 5. Approval of Bonds and Bond Purchase Agreement. For the purpose of providing funds to make the Loan to the County evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bonds by the Authority in connection with the Loan Agreement is hereby approved. The County further approves the execution and delivery of the Bond Purchase Agreement by the Authority in connection with the issuance of the Bonds.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bonds shall be paid, from time to time, to the official of the County designated by law as the custodian of the funds, upon submission of a requisition for such funds by the County to the Purchaser, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project. Any monies remaining in the Project Fund after completion of the Project shall be used to pay debt service on the Bonds.

Section 7. Consent to Assignment. The County hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bonds to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

**7.D.3. MoU and Resolution – School Building Program (continued)**

Section 8. Reimbursement Provisions. The County may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the Loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The County reasonably expects that it will reimburse such original expenditures with proceeds of the loan from the County made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9. Arbitrage Certification. The County recognizes that the Purchaser of the Bonds will have accepted them on, and paid therefor a price, that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on the Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 10. Miscellaneous Acts. The County Mayor, the County Clerk, the Director of Finance, the County Trustee, 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 connection with the execution of the Loan Agreement and the issuance of the Bonds by the Authority, 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.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. welfare of the County requiring it.

Adopted and approved this 8th day of August, 2017.

This Resolution shall take effect upon its adoption, the

  
County Mayor

Attest:

  
County Clerk



7.D.3. MoU and Resolution – School Building Program (continued)

STATE OF TENNESSEE)  
COUNTY OF BEDFORD)

I, Donna Thomas, hereby certify that I am the duly qualified and acting County Clerk of Bedford County, Tennessee (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 Board of Commissioners (the "Board"), of said County held on August 8, 2017; (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 incurring of indebtedness in an amount of not to exceed \$9,940,000 by said County; (4) that the actions by said Board 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 Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 8th day of August, 2017.

  
County Clerk

(SEAL)

MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** made and entered into on the 8 day of August, 2017, by and between BEDFORD COUNTY, TENNESSEE ("County"), and BEDFORD COUNTY BOARD OF EDUCATION ("Board of Education").

**WHEREAS**, the Board of Education is currently undertaking a school building program; and

**WHEREAS**, the original program contemplated the construction of Cascade High School for that purpose; and

**WHEREAS**, the construction of the school is more costly than original estimates; and

**WHEREAS**, the Board of Education has made arrangements with the County to provide certain funds from its operating budget to cover this increase in cost.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The parties agree that the current building program shall move forward with the construction of Cascade High School;
2. The parties anticipate an increase of approximately \$4,500,000 for the Cascade High project and additional monies in the amount of \$5,440,000 for future projects to include adding a wing at Learning Way Elementary with best estimate of cost, including architect fee of \$1,440,000; and selling the current


**7.D.3. MoU and Resolution – School Building Program (continued)**

vocational building to the State of Tennessee for \$2,600,000 to construct a vocational center at Shelbyville Central High School for a net difference of \$4,000,000.

3. The County will execute a Bond for these additional costs not to exceed \$9,940,000, conditioned upon the Board of Education's agreement herein to repay said Bond, both principal and interest over an amortized period of 20 years.

*WITNESS* our signatures the day and date first above-written.

**BEDFORD COUNTY BOARD OF EDUCATION**

By: 

*Don Embry, Superintendent of Schools*

*Approved by Bedford County Board of Education on July 18, 2017*

**BEDFORD COUNTY, TENNESSEE**

By: 

*Eugene Ray, County Mayor*

*Approved by Bedford County Commission on August 8, 2017*

**8. ANNOUNCEMENTS**

Tuesday, August 15, Fish Fry at Cascade to benefit the Cascade Middle School. Tickets \$7 in advance, \$10 at the door.

**9. ADJOURN**

There being no further business before the Board, Vice-Chairman Brown declared the meeting adjourned at 7:44 p.m.

\_\_\_\_\_  
Eugene Ray  
Bedford County Board of Commissioners

I certify that the minutes were completed on the \_\_\_\_<sup>th</sup> of August and delivered to the Bedford County Mayor's Office.

\_\_\_\_\_  
Donna Thomas  
Bedford County Clerk

I certify that I received these minutes on the \_\_\_\_\_ day of August, 2017.

\_\_\_\_\_  
Eugene Ray  
Bedford County Mayor