

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Special Meeting Agenda  
November 27, 2017**

**Meeting Called To Order**

**Pledge Of Allegiance**

**Public Comments-**

**Unfinished Business:**

-

Documents:

[TA REPORT 11272017.PDF](#)  
[STATIONHILL\\_AERIAL\\_DRIPABLEAREA\\_EXHIBIT1\\_11X17.PDF](#)

**1. Resolution 2017-26: A Resolution Authorizing The Town Of Thompson's Station, Tennessee To Engage Raymond James & Associates, Inc. As Its Municipal Advisor And Bass, Berry & Sims PLC As Its Bond Counsel In Connection With Certain Debt Obligations Of The Town**

Documents:

[THOMPSON\\_S STATION 2017 GO - MUNICIPAL ADVISOR AND BOND COUNSEL RESOLUTION.PDF](#)  
[MUNICIPAL ADVISOR QUALIFICATIONS AND EXPERIENCE.PDF](#)

**2. Resolution 2017-27: Initial Resolution Authorizing The Issuance Of Not To Exceed Three Million Dollars (\$3,000,000) General Obligation Public Improvement Bonds Of The Town Of Thompson's Station, Tennessee**

Documents:

[THOMPSON\\_S STATION 2017 GO INITIAL RESOLUTION.PDF](#)

**3. Encompass Land Group – Contract For Sale Amendments**

**Adjourn**

*This meeting will be held at 7:00 p.m. at Thompson's Station Community Center  
1555 Thompson's Station Road West*

Phone: (615) 794-4333  
Fax: (615) 794-3313  
www.thompsons-station.com



1550 Thompson's Station Road W.  
P.O. Box 100  
Thompson's Station, TN 37179

**DATE:** November 22, 2017  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** TA Report Special Session

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At the November 14<sup>th</sup> regular BOMA session the Board voted to pursue a partial cash purchase by the wastewater fund of the property being offered by Encompass Land with the remaining funding coming from bond proceeds. The arrangement involved the wastewater fund purchasing 40 acres of known usable drip land on the Hill Property at the average purchase price of \$18,252 per acre or \$730,080 and the general fund financing the remainder, roughly \$2,400,000.

Town Staff has been working with Raymond James as our municipal financial advisor. A statement of their qualifications is attached and Elizabeth Zuelke will be in attendance to answer any questions the Board may have regarding the bond process. The first item on the agenda is a resolution officially authorizing the engagement of Raymond James as our municipal advisor and Bass, Berry & Sims as bond counsel. The estimated fees for this transaction are \$51,000 which includes obtaining a bond rating through Moody's or S&P.

The second item is the initial resolution setting the not to exceed amount of \$3,000,000 and establishing the purpose of the financing. We've set the NTE at this level to ensure we have the necessary flexibility in closing costs, financing fees, taxes, etc. We also wanted to keep the purpose broad since only a portion of the property being purchased is known to be for drip fields. By passing this resolution and upon publication, we would begin the 20-day protest period that allows for a referendum to be called if a petition signed by 10% of the registered voters is filed with the Town.

Being that there is still disagreement among the BOMA members on how this land should be purchased, I would like to propose one more alternative (Option F?). I have worked with the Encompass representatives to "fine tune" the areas on the Hill Property that will be purchased by the Town. These areas are shown in the attached map titled "Station Hill Drip Area Exhibit" and still equal the 65 acres as originally proposed. The areas shaded in blue have been identified by our soil scientist as suitable for drip. The areas in yellow have marginal soils and may or may not be useable. We've tried to eliminate as much of the excess land as possible.

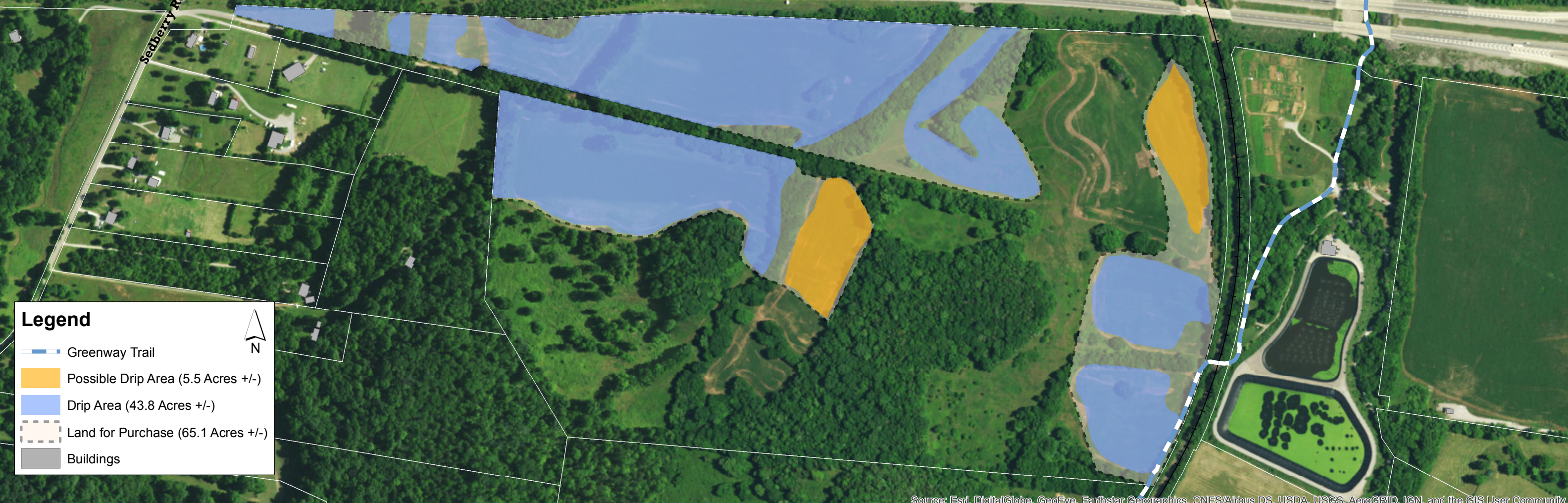
Option F: Purchase the entire 65 acres on the Hill Property from the wastewater fund at \$7,371 per acre (\$480,000) and finance the 105 acres on the Alexander Property from the general fund (\$2,620,000).

By doing this we still achieve some long-term debt flexibility under our current debt limit of \$5,000,000 and resolve the fairness questions expressed as they relate to purchase price and debt responsibility.

The final agenda item is related to the contract with Encompass for the purchase of the proposed land. If the financing for the land is approved, we will need to consider whether the financing contingency within the contract has been achieved and to push the actual closing date from the end of this year to the first quarter of 2018.



# Station Hill Drip Area Exhibit



**Legend**

- Greenway Trail
- Possible Drip Area (5.5 Acres +/-)
- Drip Area (43.8 Acres +/-)
- Land for Purchase (65.1 Acres +/-)
- Buildings



The Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, met in special session on November 27, 2017, at 7:00 p.m. at the Thompson's Station Community Center located at 1555 Thompson's Station Road West, with the Honorable Corey Napier, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Jennifer Jones, Town Recorder, Tammy Womack, Finance Director and Joe Cosentini, Town Administrator.

After the meeting was duly called to order, the following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:

NAY:



A RESOLUTION AUTHORIZING THE TOWN OF THOMPSON'S STATION, TENNESSEE TO ENGAGE RAYMOND JAMES & ASSOCIATES, INC. AS ITS MUNICIPAL ADVISOR AND BASS, BERRY & SIMS PLC AS ITS BOND COUNSEL IN CONNECTION WITH CERTAIN DEBT OBLIGATIONS OF THE TOWN.

WHEREAS, the Board of Mayor and Aldermen (the "Board") of the Town of Thompson's Station, Tennessee (the "Town") may issue certain debt obligations of the Town for the benefit of the Town; and

WHEREAS, to assist in the issuance of debt obligations of the Town, the Board wishes to engage a municipal advisor in connection with the issuance of such debt obligations; and

WHEREAS, also to assist in the issuance of debt obligations of the Town, the Board wishes to engage bond counsel in connection with the issuance of certain debt obligations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, as follows:

Section 1. The Mayor is hereby authorized to enter into a municipal advisory contract with Raymond James & Associates, Inc. (the "Municipal Advisor") for municipal advisory services in connection with the sale of debt obligations of the Town, which contract is in substantially the form presented as Exhibit A. The Mayor is further hereby authorized to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with certain of the Town's debt obligations, which contract is in substantially the form presented as Exhibit B. Both the municipal advisory contract and bond counsel contract attached hereto are authorized to have such changes as may be approved by the Mayor as evidenced by his execution thereof.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 27<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Corey Napier, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder



## EXHIBIT A

### MUNICIPAL ADVISOR AGREEMENT

BY AND BETWEEN

TOWN OF THOMPSON'S STATION, TENNESSEE  
AND  
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between Town of Thompson's Station, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Municipal Advisor").

WHEREAS, the Issuer wishes to hire the Municipal Advisor in accordance with the provisions of this agreement and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide Municipal Advisory services to the Issuer as provided herein, and

NOW THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the "Agreement") that:

#### I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the Issuer with respect to the redemption, sale and issuance of bonds, notes or other instruments (collectively, "Debt Obligations"). This advice and assistance will generally include, but not necessarily be limited to, the following:
  - a. At the request of officials of the Issuer, attend and participate in meetings and conference calls with officials and other finance professionals relating to any Debt Obligations;
  - b. Evaluate opportunities to refund any outstanding Debt Obligations of the Issuer;
  - c. Evaluate the Issuer's credit profile and debt capacity;
  - d. Assisting in managing relationships and interaction with rating agencies, investors and other financial professionals associated with the Issuer's new debt or existing debt portfolio;
  - e. Assisting the Issuer in hiring financial professionals associated with new debt or the existing debt portfolio, including, but not limited to bidding agents, registration, paying and escrow agents, dissemination agents, or others as needed, not named herein;
  - f. Consistent with prevailing statutory requirements for any refunding obligations issued in Tennessee, prepare the initial draft of the "Refunding Plan" and, if



required, a Request for Approval of Balloon Indebtedness” for finalization and submission by the Issuer to the Director of State and Local Finance in the Tennessee Comptroller of the Treasury’s Office and as required facilitate and coordinate all activities related thereto;

- g. If required for a refunding transaction, structure a refunding escrow which together with other Issuer funds, if any, and interest thereon is sufficient to defease and extinguish all refunded debt. If required, the escrow will be independently verified by a verification agent employed for such purposes and paid for from proceeds of the Debt Obligations by the Issuer;
- h. If required for refunding issues, advise the Issuer on the choices of instruments including the use of U.S. Treasury – State and Local Government Series obligations (“SLGS”) or open market securities as the investment vehicle of choice for the escrow. If Tennessee eligible open market securities (“Open Market Securities”) are desired or required due to the unavailability or inefficiency of SLGS, it is expressly understood that the required bidding process and acquisition of any such open market securities is not part of this Agreement. With respect to SLGS or Open Market Securities, the Municipal Advisor will facilitate and coordinate their acquisition and delivery with the registration agent and/or an independent bidding agent;
- i. Through a process satisfactory to the Issuer, the Municipal Advisor will assist in selecting and engaging a nationally recognized law firm to serve as bond counsel for the transaction. It is understood that the Issuer has designated Bass, Berry & Sims PLC, Nashville, Tennessee for these services;
- j. Through a process satisfactory to the Issuer, the Municipal Advisor will assist in selecting and engaging a nationally recognized commercial bank to serve as registration agent (escrow agent), as needed, for any transaction.
- k. If necessary and through a process satisfactory to the Issuer, the Municipal Advisor will assist in selecting and engaging an independent firm to verify the sufficiency of any escrow developed relating to Debt Obligations;
- l. If necessary, assemble necessary information concerning the Debt Obligations and information relating to the Issuer for submission to Moody’s Investors Service, Inc. (“Moody’s”) or Standard & Poor’s Global Ratings, Inc. (“S&P”) seeking credit reviews and ratings for the Debt Obligations and the Issuer. The Municipal Advisor also will facilitate, coordinate and arrange and participate in all correspondence and conference calls with Moody’s or S&P personnel assigned to the rating assignments;
- m. Working with Issuer officials and bond counsel, facilitate the development, publication and distribution of the Issuer’s “Preliminary Official Statements”, “Official Statements” or other offering documents, as required;



- n. Coordinate the activities of all financial professionals and others as directed by officials of the Issuer;
  - o. As needed, prepare, execute, facilitate and coordinate a national marketing program through the distribution of various notices and documents, including, but not limited to, the "Official Notice of Sale" and the "Preliminary Official Statement" utilizing the electronic distribution facilities of i-dealProspectus, similar electronic platforms or other means;
  - p. As directed by officials of the Issuer, evaluate competitive versus negotiated sales (formal and informal) when allowed by prevailing Tennessee law to sell various Debt Obligations;
  - q. Along with officials of the Issuer, conduct formal competitive public sales via the web-based facilities of IPREO's BiDCOMP®/Parity® system or similar electronic platforms;
  - r. Facilitate, coordinate and evaluate any sale undertaken through a negotiated sale of the Issuer's Debt Obligations as permitted by Tennessee law;
  - s. Assist officials of the Issuer in the evaluation and award (rejection) of bids and proposals received or relating to Debt Obligations;
  - t. Prepare final amortization and related schedules documenting the transaction in the form of a "Final Financing Report";
  - u. Advise officials on the Issuer's compliance with its continuing disclosure obligations undertaken as part of the sale and issuance of any Debt Obligations;
  - v. Advise and perform other usual and customary services associated with this Agreement; and
  - w. On behalf of the Issuer, coordinate and pay from funds provided by the Issuer all expenses related to the sale and issuance of the Debt Obligations.
2. When the Issuer deems it necessary to issue Debt Obligations in the capital markets, the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions, methods of sale and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
- a. Obligation amounts;
  - b. Principal, interest, and final maturity dates;



- c. Average life tests;
  - d. Arbitrage targeted yields;
  - e. Maturity amortization schedules;
  - f. Interest rates;
  - g. Redemption provisions;
  - h. Debt service;
  - i. Capitalized interest, if any;
  - j. Flow of funds;
  - k. Security pledges;
  - l. Credit enhancement facilities;
  - m. Methods of sale; and
  - n. Terms and conditions relating to the sale.
3. The Municipal Advisor will work with the Issuer and bond counsel in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Debt Obligations undertaken by the Issuer.

## II. UNDERTAKINGS BY THE ISSUER

1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's fiscal operations. Issuer officials and staff will be responsible for collecting, assembling and organizing the documentation essential to its financing activities and disclosure responsibilities, including the "Preliminary Official Statement", "Official Statement" or other marketing materials relating to the sale and issuance of any Debt Obligations;
2. The Issuer will work with bond counsel and local counsel who will issue an approving legal opinions to accompany the issuance of the Debt Obligations;
3. The Municipal Advisor will, as requested, assist Issuer staff in the development of information to be used by the Issuer for presentations to investors, underwriters, purchasers and others, including the scheduling of informational meetings between these investors, underwriters or others and the Issuer, if necessary;



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

### III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For performance of the services enumerated in Article I, above, the Issuer will compensate the Municipal Advisor a basic fee which is a part of the total estimated costs of issuance depicted on Exhibit B attached hereto. The basic fee and perhaps other fees or expenses will be payable upon the successful sale and issuance of Debt Obligations,

but some expenses (e.g., rating agency fees) may be incurred and require payment even if the Debt Obligations are not sold and issued.

2. The Municipal Advisor shall be responsible for payment of its own expenses and personnel costs including local travel to the Issuer's principal location, but the Municipal Advisor shall be reimbursed for costs of reproduction, graphic, postal and overnight delivery and any other miscellaneous costs incurred in serving the Issuer. All travel expenses to locations other than that of the Issuer shall be reimbursed at actual costs or in conformance with the Issuer's official travel policy.
3. The Issuer agrees to promptly pay the Municipal Advisor the fees described in Article III, Paragraph 1, above, and the costs and expenses described in Article IV, below, as mutually agreed on and evidenced by the estimates provided on Exhibit B hereto, upon receiving invoices from the Municipal Advisor and other service providers.

#### IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing of Debt Obligations and completing the financing as further evidenced by the estimates in any Supplement (Exhibit B) referenced herein, including, but not necessarily limited to, the following:

- a. Facilitation, printing, publication, web posting and any other means of distribution or dissemination of any "Official Notices of Sale", "Preliminary Official Statement" and "Official Statements" and related legal notices;
- b. Normal fees of the Moody's or S&P for the ratings on the Debt Obligations;
- c. Fees and expenses of the registration, escrow and paying agent;
- d. Fees and expenses of any dissemination agent;
- e. Fees and expenses of the verification agent, if required;
- f. Fees and expenses, if any, of any bidding agent, if open market securities are selected or required as part of refunding transactions;
- g. Bond Counsel fees and those of the County Attorney, if any;
- h. Underwriting fees or other purchaser compensation;
- i. Any out-of-state travel expenses related to the Debt Obligations as described herein, if any; and
- j. Bond insurance premiums or other credit enhancement, if any; and



- k. Any other properly documented and authorized usual and customary fees associated with any Debt Obligations, project or projects undertaken under this Agreement.

V. GENERAL PROVISIONS

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with members of the Issuer's underwriting team or other participants in the proposed transaction including Bass, Berry & Sims PLC, rating agencies, verification agents, bidding agents and perhaps any registration, paying [escrow] agents. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Debt Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, the Municipal Advisor will not receive any compensation with respect to the issuance of the Debt Obligations other than as disclosed above and included as part of any Supplement (Exhibit B) provided for a specific project or projects. The Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually have knowledge, will not for any purpose be taken into account in determining the Municipal Advisor's responsibilities to the Issuer.
2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a Municipal Advisor to the Issuer with respect to Debt Obligations or projects contemplated by this Agreement. The Municipal Advisor's engagement by the Issuer is limited to providing Municipal Advisor services to the Issuer for Debt Obligations or project identified as described above. The Municipal Advisor has not been engaged to compare alternatives to Debt Obligations. The Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (i) provide any assurances that any investment made in connection with any Debt Obligations during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any Debt Obligations or an investment fail to close or for default of same. The Municipal Advisor's limited engagement terminates upon the expiration of the term of this Agreement and the Municipal Advisor shall have no further duties or obligations thereafter.
3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit A to this Agreement.

4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any "Official Notice of Sale", "Preliminary Official Statement" or "Official Statement" issued in connection with any Debt Obligations.
5. This Agreement may be terminated by either party hereto through a written notice to the other not less than a forty-five (45) business day prior to any termination date. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees and unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Issuer. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Debt Obligation or otherwise relating to the tax treatment of any Debt Obligation, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Issuer of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to the Issuer under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

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

7. This Agreement and subsequent supplemental agreements, if any, embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.



8. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of law principles.
9. This Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
10. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
11. If any section, paragraph or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.
12. From the date of its execution, this Agreement shall replace any and all existing agreements that may exist in their entirety and any such existing agreements shall cease to exist and are null and void.
13. This Agreement shall terminate upon written notification by either party as outlined Article V, Section 5 of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers.

TOWN OF THOMPSON'S STATION, TENNESSEE

By: \_\_\_\_\_  
Name:  
Title:  
Dated: November 27, 2017

RAYMOND JAMES & ASSOCIATES, INC.

By: \_\_\_\_\_  
Name: Richard T. Dulaney  
Title: Managing Director  
Public Finance // Debt Investment Banking  
Dated: November 27, 2017



## EXHIBIT A

### Disclosure for Municipal Advisor Agreement

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

#### 1. Scope of Services.

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

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

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

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

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

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

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

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

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

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



Compensation-Based Conflicts. The fees due under this Agreement are in a fixed amount established by supplemental agreement. The amount is usually based upon an analysis by the Client and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

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

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

other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

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

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

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

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

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

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

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



<http://www.adviserinfo.sec.gov>. For purposes of accessing such Broker Check reports or Form ADV, Raymond James's CRD number is 161 59 1905.

**How to Access Form MA and Form MA-I Filings.** Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000\\_072\\_4743](http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000_072_4743). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is: 161 59 1905.

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

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

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

EXHIBIT B  
SUPPLEMENT  
BY AND BETWEEN  
TOWN OF THOMPSON'S STATION, TENNESSEE  
AND  
RAYMOND JAMES & ASSOCIATES, INC.

WHEREAS, Town of Thompson's Station, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Municipal Advisor") have entered into a continuing Municipal Advisory Agreement, (the "Agreement") (which is incorporated by reference herein) to provide financial advice and assistance to the Issuer on an on-going basis regarding the sale, issuance and administration of its Debt Obligations and perhaps other related projects when needed; and

WHEREAS, the Issuer has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing client and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with any Debt Obligations undertaken pursuant to the Agreement in a timely manner; and

WHEREAS, the Board of Mayor and Alderman of the Issuer will consider the issuance of not to exceed \$3,000,000 General Obligation Public Improvement Bonds (the "Bonds"), the proceeds which together with any other funds provided by the Issuer will be used to finance the (i) acquisition and purchase of all property, real and personal, or interests therein, necessary for improvements and extensions to the Town's wastewater system and for any other lawful public purposes deemed appropriate by the Town; (ii) payment of all legal, fiscal, administrative, architectural, engineering, accounting and similar professional and other costs incident thereto;



(iii) reimbursement for any prior expenditures for the foregoing; and (iv) payment of costs of issuance and sale of the Bonds; and

WHEREAS, consistent with this Agreement, the Issuer and the Municipal Advisor have agreed to disclose the proposed fees of the Municipal Advisor and all transaction participants for each transaction undertaken pursuant to this Agreement through a "Supplement" with associated attachments, if any; and

WHEREAS, the Municipal Advisor agreed to provide disclosures including professional relationships among transaction participants, possible conflicts of interest and an estimate of all transaction expenses and participants which are to be memorialized and presented in such Supplement to and Acknowledgement; and

WHEREAS, Bass Berry & Sims PLC will serve as Bond Counsel to the Issuer for the Debt Obligations, it is understood and acknowledged that the Municipal Advisor is represented by Bass Berry & Sims PLC on matters unrelated to the Issuer and such a relationship may continue in the future.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement, it is hereby mutually understood and acknowledged by all parties that:

Section 1. Consistent with the Issuer's formally adopted Debt Management Policy and in the interest of full disclosure and transparency, the foregoing disclosure supplements those included in the Agreement and is made and hereby acknowledged and is fully disclosed.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this Supplement is attached hereto.

Section 3. A State Form CT-0253 (the "Form") depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of County Commissioners of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

THOMPSON'S STATATION, TENNESSEE

By: \_\_\_\_\_  
Name:  
Title:  
Dated: November 27, 2017

RAYMOND JAMES & ASSOCIATES, INC.

By: \_\_\_\_\_  
Name: Richard T. Dulaney  
Title: Managing Director  
Public Finance // Debt Investment Banking  
Date: November 27, 2017



**ATTACHMENT**  
**TOWN OF THOMPSON'S STATION, TENNESSEE**  
**\$3,000,000<sup>1</sup>**  
**GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS**

Consistent with the terms of the Issuer's formally adopted Debt Management Policy and in the interest of full transparency, the following disclosure is made with respect to the sale and issuance of the Debt Obligations.

The services, service providers and estimated costs related to the sale and issuance of the Debt Obligations are as follows:

<u>Activity</u>	<u>Provider</u>	<u>Total</u>
Municipal Advisor:*	Raymond James	\$27,500
Bond Counsel:*	Bass, Berry & Sims PLC	10,000
Rating Agency:	TBD	12,000
Registration and Paying Agent:	TBD	1,000
"Preliminary Official Statement"; "Official Statement"; Publication, Distribution, etc.:	IPREO;	1,500
Miscellaneous:	Itemized as needed	<u>500</u>
<b>Estimated Total:</b>		<b><u>\$51,500</u></b>

\*Confirmed. Other expenses to be determined based on published fee schedules or as needed.

Note: Underwriter's discount (compensation) is determined through a competitive bidding process when Debt Obligations are offered for sale and actually sold.

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

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<sup>1</sup> This is a not to exceed amount which is subject to revision and adjustment. Based on final sizing, certain fees and expenses may also change.

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

[LETTERHEAD OF BASS, BERRY & SIMS PLC]

\_\_\_\_\_, 2017

Town of Thompson's Station, Tennessee  
1550 Thompson's Station Road West  
P. O. Box 100  
Thompson's Station, TN 37179  
Attention: Corey Napier, Mayor

**Re: Issuance of Approximately \$3,000,000 in Aggregate Principal Amount of  
General Obligation Public Improvement Bonds.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Town of Thompson's Station, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in a resolution adopted on November 27, 2017 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

**SCOPE OF ENGAGEMENT**

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

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



terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

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

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

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

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

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

### **ATTORNEY-CLIENT RELATIONSHIP**

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

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

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

### **FEES**

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

connection therewith, we estimate that our fee will be \$10,000. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all ordinary out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

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

### **RECORDS**

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

### **OTHER MATTERS**

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

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

### **CONCLUSION**

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

### **THE TOWN OF THOMPSON'S STATION, TENNESSEE**

By: \_\_\_\_\_  
Corey Napier, Mayor



STATE OF TENNESSEE     )

WILLIAMSON COUNTY     )

I, Jennifer Jones, certify that I am the duly qualified and acting Town Recorder of the Town of Thompson's Station, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a special meeting of November 27, 2017 of the governing body of the Town; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to authorizing the engagement of a municipal advisor and bond counsel.

WITNESS my official signature and seal of said Town this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

Town Recorder

(SEAL)

**RAYMOND JAMES®**

**MUNICIPAL ADVISOR  
QUALIFICATIONS AND EXPERIENCE**

**Rick Dulaney, Managing Director  
Public Finance // Debt Investment Banking  
One Burton Hills Blvd. – Suite 225  
Nashville, Tennessee 37215  
800-764-1002 or 615-665-6920**

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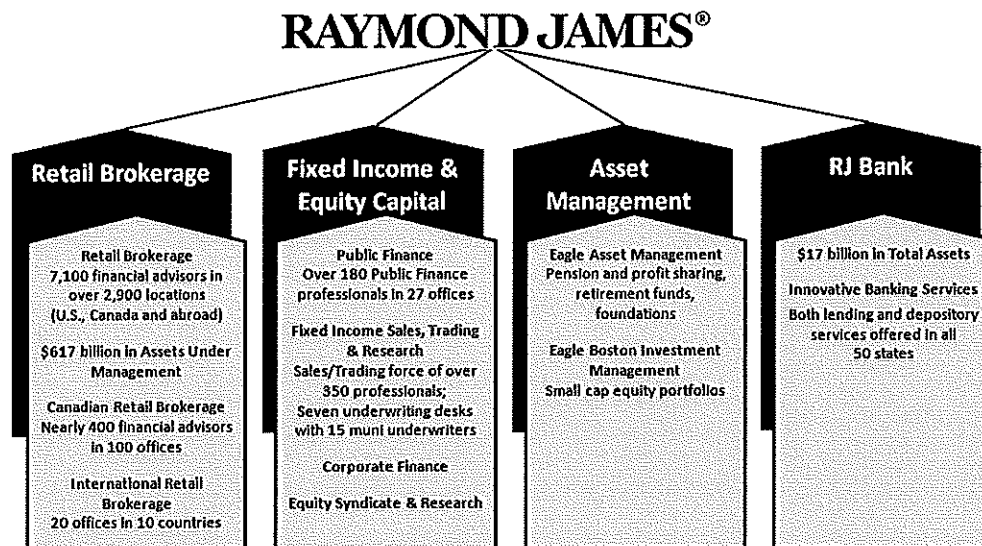
# 1. STATEMENT OF COMPANY CREDENTIALS, HISTORY AND EXPERIENCE HANDLING MUNICIPAL DEBT ISSUES

Raymond James Financial, Inc. is a Florida-based diversified holding company providing financial services to individuals, corporations and municipalities through its subsidiary companies. Raymond James was founded in 1962 with the objective of providing a comprehensive range of financial opportunities to its clients, while maintaining a policy of professional integrity. Since its modest beginnings, Raymond James has grown into one of the largest financial services firms in the United States. Raymond James has approximately 3,000 offices throughout the United States, Canada and overseas. A public company since 1983, Raymond James is listed on the New York Stock Exchange under the symbol "RJF" and its shares are currently owned by more than 18,000 individual and institutional investors. Raymond James and its independent contractors employ over 16,500, including 1,199 in Tennessee as of December 31, 2016.

## SUBSIDIARIES

The subsidiaries of Raymond James include Raymond James & Associates, Inc., whose services include investment banking, retail, institutional equity and fixed income sales, trading activities, and operations and administration, as well as two investment firm subsidiaries, Raymond James Financial Services, Inc. and Raymond James Ltd., and asset management subsidiaries, including Eagle Asset Management, Inc. and the Eagle Family of Mutual Funds. These business units allow Raymond James to provide a full range of comprehensive financial services to its clients. As detailed below, our primary business services include investment banking, asset management, securities brokerage and banking services.

Raymond James has grown to its present size and organization by adhering to what has been its primary philosophy for more than 55 years, that of keeping the client's financial well-being foremost. Over this time, Raymond James has become a respected, multinational company with distinct business units that serve a variety of clients, from individuals and small business owners to municipalities and major corporations.



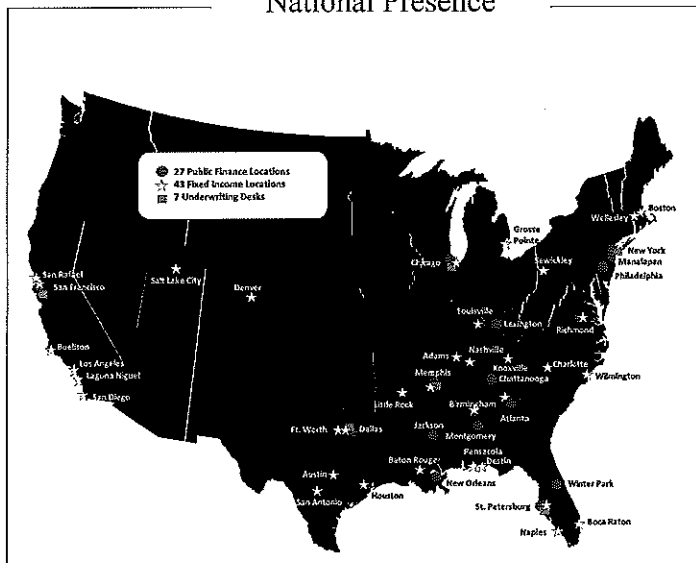
Raymond James is nationally recognized as one of the leading firms in the financial services industry, by publications such as the Wall Street Journal, Forbes, J.D. Power and Associates and Kiplinger among many others. Some of our recent accolades are as follows:

- ◆ Named among the top 6 “Most Admired Securities Companies” by Fortune magazine (2011 – 2016).
- ◆ *The Bond Buyer* has recognized Raymond James Public Finance with two “Deal of the Year” awards (2013).
- ◆ “Investment Banking Firm of the Year” by M&A Advisor (2015).
- ◆ Ranked 2<sup>nd</sup> place among all firms in *The Wall Street Journal’s* “Best on the Street” research survey.

## COMMITMENT TO PUBLIC FINANCE

Raymond James continues to grow its Public Finance presence following the combination with its legacy firm, Morgan Keegan Company, Inc. in 2012. While many other firms have downsized or eliminated their public finance activities, Raymond James has been expanding its franchise. Raymond James has taken advantage of changes in the municipal market to add key talented professionals. We have opened public finance offices in Boston, Los Angeles, New York and San Francisco in recent years for a total of 27 locations that now employ approximately 180 professionals. This national presence in public finance is indicative of Raymond James’ long-term commitment to this sector.

National Presence



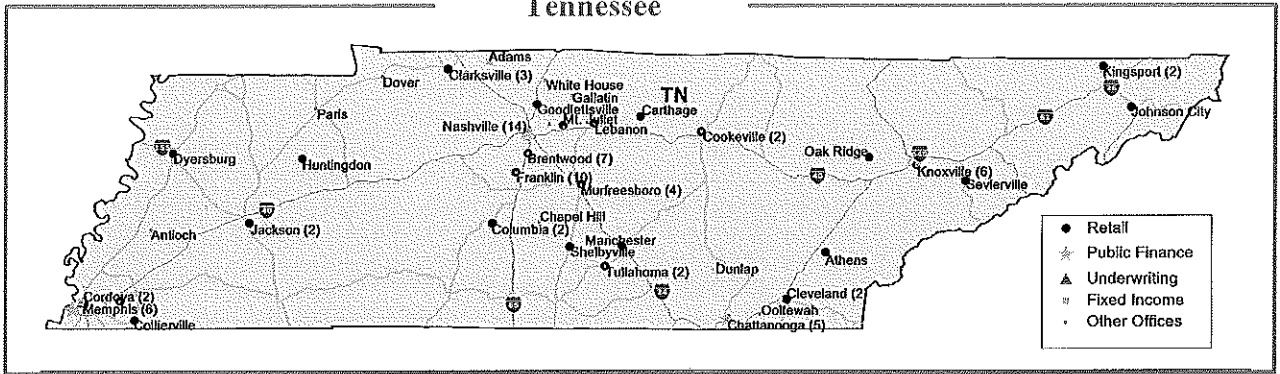
Public Finance // Debt Investment Banking, sales, trading and underwriting capabilities remain strong and focused. The combined fixed income units bring together complementary products, services and client relationships to forge an even more formidable Fixed Income Capital Markets Division.

## COMMITMENT TO TENNESSEE

- Public Finance offices in Memphis, Nashville and Chattanooga
- 93 offices in 38 cities throughout Tennessee
- National Public Finance and Fixed Income Sales headquartered in Tennessee
- More than 1,100 professionals in the State of Tennessee
- 2016 payroll of more than \$207 million in the State
- Over 380 public finance and fixed income employees in the State

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# Tennessee



## LEGACY SERVICE TO TENNESSEE COUNTIES

<u>Issuer</u>	<u>Issuer</u>	<u>Issuer</u>	<u>Issuer</u>	<u>Issuer</u>
Blount	Hawkins	Obion	Gibson	Carter
Bradley	Haywood	Overton	Greene	Wilson
Campbell	Henry	Pickett	Hamblen	Fentress
Claiborne	Hickman	Roane	Decatur	Franklin
Cocke	Jefferson	Sequatchie	Hardin	Loudon
Coffee	Johnson	Sevier	McNairy	McMinn
Cumberland	Knox	Shelby	Monroe	Warren
DeKalb	Lake	Sumner	Morgan	White
Dyer	Lawrence	Tipton	Chester	Meigs
Fayette	Lewis	Union	Williamson	Bedford
Rutherford	Crockett	Washington	Scott	Lauderdale
Putnam				

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**LEGACY SERVICES TO TENNESSEE CITIES AND TOWNS**

<u>Issuer</u>	<u>Issuer</u>	<u>Issuer</u>	<u>Issuer</u>
Elizabethton	Harriman	Kingsport	Union City
Bristol	Lenoir City	Lexington	White House
Church Hill	Dayton	Memphis	Ashland City
Erwin	Alcoa	Morristown	Martin
Johnson City	Maryville	Paris	Shelbyville
Greeneville	Athens	Pulaski	Brentwood
Knoxville	Cleveland	Selmer	Franklin
Oak Ridge	East Ridge	Smithville	Hendersonville
Newport	Jonesborough	Smyrna	Goodlettsville
Gatlinburg	Lawrenceburg	Somerville	Knoxville
Pigeon Forge	Lebanon	South Pittsburg	Portland
Sevierville	Camden	Monterey	Waverly
Mount Carmel	Chattanooga	Mountain City	Metro Nashville
Bolivar	Ripley	Rogersville	Huntingdon
Cleveland	Gainesboro	Columbia	Oneida

**LEGACY SERVICE TO TENNESSEE UTILITY SYSTEMS**

<u>Issuer</u>	<u>Issuer</u>	<u>Issuer</u>
West Knox Utility District	White House Utility District	Claiborne Co. Utility District
Citizens Gas Utility District	South Cumberland Utility Dist.	Northeast Knox Utility District
Cumberland Utility District	Oak Ridge Gas Utility District	Sevier County Utility District
DeKalb Utility District	Knox Chapman Utility District	Warren County Utility District
Middle Tennessee Gas Utility Dist.	South Carter Utility District	Greater Dickson Gas Authority
Nolensville/College Grove Utility District	Water and Waste Water Authority of Wilson County	Clarksville Gas, Water & Sewer
Knoxville Utilities Board	Paris Utilities Board	Johnson City Energy Authority
Memphis Light Gas & Water	East Ridge Utility District	Nashville Electric Service
Watts Bar Utility District	Big Creek Utility District	Ocoee Utility District
Hillsville Utility District	North Anderson Utility District	Erwin Board of Public Utilities
Cumberland Utility District	Oak Ridge Gas Utility District	TAUD Bridge Loan Program
Bedford County Utility District	Cleveland Board of Utilities	Oak Ridge Electric System
Maryville Electric System	Elizabethton Electric System	Alcoa Electric System
Johnson City Power Board	Shelbyville Power, Water & Sewerage Board	Hendersonville Utility District
		Sewanee Utility District

## MUNICIPAL ADVISORY SERVICES OFFERED

Consistent with your Debt Management Policy and the existing requirements of the Municipal Securities Rulemaking Board ("MSRB"), the Securities and Exchange Commission ("SEC") and other regulatory bodies, Raymond James' role will be to serve exclusively as your Municipal Advisor (aka, "Financial Advisor"). **In that role, we will have a fiduciary responsibility to represent you and work totally in your best interests.**

Inherent in Raymond James' ability to serve as an effective Municipal Advisor and fulfill its professional and legal responsibilities is an in-depth knowledge of the financial resources that are available to provide capital funding for community facility needs. We have experience not only in general obligation debt, but also in transactions for schools/higher education, transportation and aviation and non-ad valorem revenue financings to taxable financings, healthcare, housing, utilities and tax-increment financing. Market awareness and sector knowledge are usually keys to successfully financing projects and Raymond James possesses a wealth of resources and experience in that regard.

To fulfill our role as a Municipal Advisor, Raymond James constantly monitors changing market conditions, follows emerging financing techniques, reviews changes in State and Federal law and keeps abreast of pertinent pending legislation. This market awareness is exceptionally useful in serving Municipal Advisory clients.

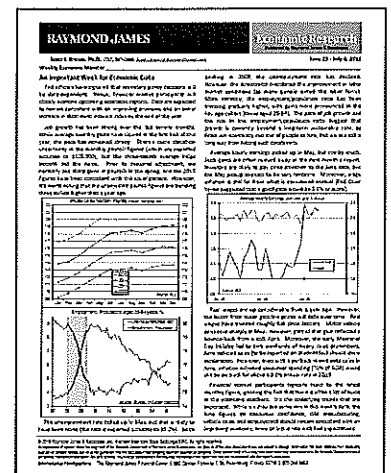
In most instances, debt offerings are marketed after receiving investment grade ratings from one or both of the major credit rating agencies. Some financings still may need credit enhancement instruments such as municipal bond insurance, letters of credit, etc. Our team is thoroughly familiar with these instruments, their major providers and their unique uses. We have also handled these relationships with leaders of neighboring communities in the past.

We believe that Raymond James' strategic location, commitment to public finance and its excellent capabilities uniquely qualify the firm to represent clients in this region in transactions involving the rating agencies, national bond attorney firms and major underwriters. Unlike many other firms, Raymond James' staff of investment bankers possess a wide variety of individual experience and knowledge including service as local public officials. These different perspectives and levels of experience continue to be very beneficial in achieving every client's goals and assuring the highest level of professional service possible.

Raymond James believes that an ongoing relationship is vital to the overall success of each engagement. Accordingly, we are available at any time to answer questions and provide information on the capital markets and related matters. We constantly monitor the capital markets for our clients and provide ideas and possible opportunities as economic conditions dictate. Raymond James also desires for clients to be informed and up to date on economic conditions affecting both the capital and equity markets. Accordingly, we typically provide our clients with a wide variety of research and similar materials.

**With respect to all of our Municipal Advisory engagements, we serve as a "hands on" advisor to our clients in the structuring, sale and issuance of its borrowing instruments.**

As a subscriber, we can access Moody's Investors Service, Inc.'s credit rating database to compare your jurisdiction to other similar Tennessee credits which demonstrates other research instruments and



services at our disposal. **We believe tools such as these clearly set us apart and allow us to systematically provide our clients with the most comprehensive level of service possible.**

### **ADDITIONAL RAYMOND JAMES' RESOURCES**

With over 700 banking, underwriting, sales and trading professionals, Raymond James' resources devoted to public finance resources represent one of the largest platforms in the country. The Public Finance // Debt Investment Banking effort includes Municipal Advisory services, but is separate from our underwriting, derivative advisory, investment strategies and credit analysis areas. However, these separate sections provide valuable resources for both our Municipal Advisory team and you and clearly are assets and resources that most Municipal Advisory firms do not possess.

***Underwriting*** – For Municipal Advisory engagements, Raymond James is **prohibited** from any direct or indirect underwriting involvement; however, the firm's underwriting presence serves as an excellent resource to identify market trends and investor appetites which sharpens our capabilities by allowing us to closely monitor trends on the "buy side" which can be very valuable when debt obligations are offered through competitive sales (i.e., bidding) to investors.

***Investment Strategies Group*** – Raymond James' Investment Strategies Group is designed to assist our public finance, structured finance and project finance clients on the development of various investment strategies, primarily focused on the investment of bond proceeds. Our team of highly seasoned licensed professionals with numerous years of experience in this area specializes in working with clients to design tailored investment strategies for the investment of funds. The role of this team is to quarterback the process of investment strategic development as well as oversee the competitive procurement of chosen investments. This team is expert in all facets of the procurement process, most importantly in executing a real-time bidding among market participants on a blind basis to ensure the best possible execution for our clients. This group can assist you in developing investment strategies designed to maximize yield and optimize its overall position whether in a yield restricted setting or not.

***Summary*** – By selecting Raymond James as your Municipal Advisor, you will have at your disposal all the resources of Raymond James. Our municipal credit experts can provide you with ratings strategies and ideas to strengthen overall credit quality. In short, Raymond James can provide you with a comprehensive financing team that encompasses all of your financing needs.

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## 2. SELECTED CASE STUDIES – TENNESSEE CITIES



### **\$8,970,000 General Obligation Public Improvement Bonds, Series 2017**

Dated: February 3, 2017

Role: Municipal Advisor

Honorable Dean Dickey, Mayor  
Mr. Tony Massey, City Manager  
City Hall  
700 North Garden Street  
Columbia, Tennessee 38401  
931-560-1510

*Background:* The City of Columbia, Tennessee (the “City”) issued its \$8,970,000 General Obligation Public Improvement Bonds, Series 2017 (the “Bonds”) on February 3, 2017. The objectives of the transaction are to take advantage of low interest rates in an attractive, but volatile, time in the capital markets and finance the City’s adopted FY 2016 – 2017 Capital Improvement Program.

For this transaction, Raymond James & Associates, Inc., Nashville, Tennessee (“Raymond James”) and Bass Berry & Sims PLC, Nashville, Tennessee (“Bass Berry”) served the City as financial advisor and bond counsel, respectively, pursuant to formal written agreements.

*Transaction Preparation:* With the assistance of Raymond James, Bass Berry developed the required

Initial and Detailed Resolutions relating to the Bonds which favorably were considered by the Mayor and Council of the City on December 8, 2016. As required by Tennessee law, the City published the Initial Resolution locally to initiate the 20-day legal protest period relating to the sale and issuance of the Bonds.

Based on the recommendation of Raymond James, the City decided to pursue a credit rating from the Bonds from Standard & Poor’s Global Ratings (“S&P”) rather than their traditional rating provider. The recommendation was also made to make a formal in-person presentation to S&P’s analytical team to make the case for a higher credit rating than traditionally maintained by the City with other rating services. Leading up to the presentation in New York, Raymond James drafted a formal presentation which was edited and supplemented extensively by City officials. Additionally, Raymond James facilitated the development of the City’s *Official Notice of Sale* and the *Preliminary Official Statement* based on input from the City and Bass Berry.

Concurrent with the development of the formal rating presentation, various marketing materials and numerous documents, including, but not limited to, a draft version of the *Preliminary Official Statement*, the Resolutions, the City’s written responses to preliminary initial analytical questions and other data were provided to S&P in preparation for the rating trip. The City’s presentation to S&P’s analytical team was made on January 9, 2017 by the Mayor, City Manager, Finance Director/City Clerk and a representative of Raymond James. S&P’s credit committee reviewed the written presentation and other materials provided including the recommendations and findings of the analytical team assigned to the engagement. Consistent with their standard analytical process and their published methodologies, S&P’s credit committee awarded the City’s first S&P rating and assigned the Bonds a rating of “AA+”. Other rated general obligation secured debt of the City will continue to carry an underlying rating of “Aa2” from Moody’s Investors Service, Inc.

*Bond Sale:* Following numerous revisions and comments, the City authorized Raymond James to use the *Preliminary Official Statement* and *Official Notice of Sale* to initiate the marketing process for the Bonds. As required by Tennessee law, the Bonds were advertised for competitive public sale through a formal process published not less than 5 days prior to the targeted date of sale. Details concerning

the public sale and the Bonds were provided to potential bidders and others in the *Official Notice of Sale* and the *Preliminary Official Statement*, both of which were dated as of January 11, 2017. The web-based facilities of i-Deal Prospectus were used for this task and formal bidding was scheduled and conducted through the facilities of the IPREO's BiDCOMP®/Parity® system (the "System") on January 23, 2017.

Through the System, 9 of the original 10 firms which indicated an interest in bidding for the Bonds submitted proposals ranging from the best bid of 2.509357% on a true interest cost basis ("TIC") to 2.976199%.

The successful bidder for the Bonds was an account led by SunTrust Robinson Humphrey, Inc., Nashville, Tennessee (the "Underwriter") who contracted with the City, subject to the conditions set forth in the *Official Notice of Sale*, including permitted revisions and adjustments, to purchase the Bonds at a purchase price of \$9,071,361.20 (consisting of the par amount of the Bonds of \$8,970,000.00, plus a net premium of \$159,038.30, less an underwriter's discount of \$57,677.10) or a bid price of 101.130% of par.

Following official bidding, resizing and other permitted adjustments which will be performed by Raymond James, the normal process associated with closing occurred and the Bonds were delivered to the Underwriter on February 3, 2017. Leading up to the closing, both representatives from Bass Berry and Raymond James traveled to the City for a pre-closing which was held on February 1, 2017. Following confirmation of closing, Raymond James disbursed funds to cover all documented costs of issuance associated with the transaction.



**\$44,260,000 General Obligation Refunding and Improvement Bonds, Series 2017**

Dated: February 17, 2017

Refunding of Fixed Rate School Bonds  
Acquisition of the Flat Creek Water Co-Op  
For the Benefit and Use of:  
Shelbyville Power, Water & Sewerage System

Role: Municipal Advisor

Honorable Wallace Cartwright, Mayor  
David Crowell, General Manager  
Garrett Gordon, Administrative Manager  
308 South Main Street  
Shelbyville, Tennessee 37106  
931-684-7171

*Background:* The City of Shelbyville, Tennessee (the "City") on behalf of and for the use and benefit of the Shelbyville Power, Water & Sewerage System ("SPW&S") sold its \$3,350,000 General Obligation Refunding and Improvement Bonds, Series 2017 (the "Bonds") at competitive public sale on July 17, 2017. The Bonds were sold and issued in full compliance with Title 9, Chapter 21, Parts 1, 2 and 9, Tennessee Code Annotated, as supplemented and revised (the "Act") and by the Resolution (defined herein).

The purpose of transaction was to provide funds to (i) refund the Municipality's outstanding Water and Sewer Revenue and Tax Bonds, Series 2007, dated August 24, 2007, maturing August 1, 2019, August 1, 2022, August 1, 2025, August 1, 2028, August 1, 2031, August 1, 2034, and August 1, 2037 (the "Series 2007 Bonds") issued for improvements and extensions to the sewerage system; (ii) finance the extension and improvements to the Municipality's water and sewer system (the "System") through the acquisition of the Flat

Creek Water Co-Op., Inc. (the "Co-Op"), consisting of its water treatment and distribution system and capital assets; and (iii) pay the costs of issuance and sale of the Bonds.

For this transaction, Raymond James & Associates, Inc., Nashville, Tennessee ("Raymond James") and Bass Berry & Sims PLC, Nashville, Tennessee served the County as Municipal Advisor and Bond Counsel, respectively.

*Transaction Preparation:* As required by prevailing State statutes and at the request of SPW&S, the City submitted a detailed financing plan pertaining to the refunding of the Series 2007 Bonds (the "City of Shelbyville

Refunding Plan – 2017 or the “Plan”) to the Director of State and Local Finance in the Tennessee Comptroller of the Treasury’s office (the “Director”). The Plan was designed to take advantage of historically low interest rates available in the capital markets in order to achieve significant annual aggregate and net present value saving for the City. For economies of scale, better execution and lower yields, the Bonds were structured as a composite issue with the second objective of the financing (i.e., the acquisition of the Co-Op) and secured by the City’s general obligation pledge. Since the composite transaction related to both the water and sewerage systems the Bonds are payable from, but not secured by, the net revenues of the water (\$1,290,000) and sewer system (\$2,060,000) is consistent with prevailing State law and generally accepted practices.

The Director reviewed and reported to the City on the Plan relating to the Series 2007 Bonds in a timely fashion. The Director’s “Report on the Refunding Plan” (the “Report”) was provided directly to the City Council of the City (the “Governing Body”) as required by prevailing Tennessee statutes. At the request of the SPW&S Board and following receipt of the Report, the Governing Body formally considered and approved an initial and a detailed bond resolution on June 8, 2017 (collectively, the “Resolution”) authorizing the sale and issuance of the Bonds.

As briefly discussed, the Bonds also provided funding to pay the total purchase price relating to the acquisition of all assets of the Co-Op. The agreed upon purchase price was the amount owed to the US Department of Agriculture – Rural Development Administration (“RDA”) for the remaining dollars owed on 4 bonds held by RDA and previously issued by the Co-Op to fund improvements and extensions to its water system. As part of the process, this portion of the financing was structured to take advantage of low interest rates and use annual debt service savings to shorten the final amortization schedules from as long as July 2048 to August 1, 2037. By reducing the terms of the old RDA debt and replacing it with a portion of the Bonds and other available funds, SPW&S also was able to substantially reduce its cost of funds for the acquisition of the Co-Op over what it would have been if the Co-Op debt had been assumed in its entirety.

At the direction of the SPW&S and on behalf of the City, the Municipal Advisor solicited proposals from 3 nationally recognized providers of registration and paying agent services to serve in that capacity for the Bonds. Based on proposals received, the Wilmington Trust, N.A., Birmingham, Alabama was selected as registration and paying agent for the transaction.

In order to secure a credit rating for the transaction, numerous documents, including, but not limited to, a draft version of the “Preliminary Official Statement”, the Resolution and other data were provided to Moody’s Investors Service, Inc. (“Moody’s”) seeking a credit review and rating for the City and the Bonds. As part of the rating process, Moody’s provided written questions to City officials leading up to a “due diligence” call to discuss information provided and other pertinent materials and data relating to the City and the transaction. Following their standard analytical processes, Moody’s credit committee reviewed those materials and information, their own data and the recommendations of their analytical team assigned to the engagement. In accordance with their published methodologies, the credit committee affirmed the City’s outstanding credit rating (“Aa3”) and assigned the Bonds a rating of “Aa3”.

Lastly, Bond Counsel also conducted a “due diligence” call to review various aspects of the transaction since the Bonds were treated as “qualified tax-exempt obligations” for federal tax purposes.

*Bond Sale:* The transaction was offered for sale at competitive public bidding on Monday, July 17, 2017. Details concerning the public sale were provided to potential bidders and others in the “Official Notice of Sale” and in the “Preliminary Official Statement”, both dated July 7, 2017. Leading up to the sale, market conditions had been quite volatile, but generally attractive. Accordingly, the sale had been structured to occur as quickly as possible after receipt of the credit rating due to these favorable market conditions and future uncertainties in the capital markets and everyone’s desire to close on the acquisition of the Co-Op as soon as possible.

Through IPREO’s **BIDCOMP®/Parity®** system, 3 of the original 3 firms which indicated an interest in bidding for the Bonds submitted proposals ranging from the best bid of 2.693408% on a true interest cost basis (“TIC”) to 2.932923%.

The successful bidder for the Bonds was an account led by Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the “Underwriter”) who contracted with the Municipality, subject to the conditions set forth in the “Official



Notice of Sale” (including permitted adjustments) to purchase the Bonds at a price of \$3,408,834.68 (consisting of the par amount of the Bonds of \$3,350,00.00, plus a net premium of \$93,681.15, less an underwriter’s discount of \$34,846.47) or a price of 101.756% of par.

*Summary:* The City’s “Aa3” credit rating and “bank qualified” designation assigned to the Bonds were clearly appealing to investors as witnessed by the low yields received and the success of the transaction. The all-inclusive cost of funds (“AIC”) for the Bonds which carried a weighted average maturity (“WAM”) of 10.862 years was 2.8595856% and the adjusted TIC was 2.6618664%.

In short, the transaction exceeded all goals. Total water and sewer system savings were \$961,246 and total NPV savings were \$604,528.16 (17.375% of refunded principal). For the Series 2007 Bonds portion of the transaction, gross and net present value (“NPV”) savings were \$392,775.78 or \$305,578.34 (14.448% of refunded principal), respectively, on the Series 2007 Bonds. Actual NPV savings were 8.04% higher than projected in the Plan. With respect to the Co-Op portion of the transaction, debt service costs were reduced \$568,470 in aggregate dollars or by \$298,949.82 on a NPV basis (21.912% of old principal). All aggregate and NPV savings are net (i.e., after) consideration of all transfers, rounding amounts and transaction expenses. With respect to the portion of the transaction covered by the Plan, the City was not required to provide a reconciliation letter to the Director since key metrics related to this aspect of the transaction were within 15% (plus or minus) of those estimated in the Plan and in fact exceeded the targeted goal.

Finally, the Bonds were dated, closed and proceeds delivered on July 26, 2017. From the proceeds and other available sources, funds were sent by SPW&S to Regions Bank to pre-pay the Series 2007 in their entirety and to pay the August 1, 2017 principal and interest payment on the Series 2007 bonds that was not covered by the transaction. Additionally, a cashier’s check was delivered on August 27, 2017 to RDA to retire all outstanding debt obligations of the Co-Op.

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### 3. ADVISOR REPRESENTATIVE QUALIFICATIONS

#### RAYMOND JAMES' TEAM

Raymond James employs a "team" approach in all engagements. Under this strategy, the expertise and broad experience of various professional staff members can be drawn upon to provide necessary services and advice on each engagement undertaken by the firm. In addition to our primary team led by Rick Dulaney (Point of Contact and Lead Banker), Raymond James always is able to draw on the experience and resources of staff members throughout the firm to complement the skills and experience of the primary banking team. All primary banking team members are properly licensed in Tennessee and other states and are registered and hold various licenses with the Financial Industry Regulatory Authority (FINRA), the Securities and Exchange Commission (SEC), the MSRB and other authorities.

**RICK DULANEY**  
Managing Director  
Public Finance // Debt Investment Banking

#### **RAYMOND JAMES®**

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[www.raymondjames.com](http://www.raymondjames.com)

**Rick Dulaney, Managing Director** – Mr. Dulaney joined Raymond James in April 2012 following the firm's acquisition of Morgan Keegan. Since 1987, Mr. Dulaney has served as a Municipal Advisor and investment banker for numerous transactions ranging from general government and utilities to structured project finance. He specializes solely in the public finance area and is active in the structuring and sale of general obligation, revenue, lease revenue, TIF/Tax allocation districts and similar types of issues for the

firm in Tennessee, Kentucky and other states. Mr. Dulaney has been involved in the firm's Military Housing and Government Privatization Group and has worked on Army and Air Force projects as well as those for the Army Air Force Exchange Service (AAFES) around the country. Prior to joining Morgan Keegan, a legacy firm, Mr. Dulaney spent nearly 14 years in local government including service as Finance Director for the City of Knoxville, Tennessee and Finance and Administration Director and acting Executive Director of Knoxville's Community Development Corporation (Tennessee).

Mr. Dulaney received his Master of Public Administration and his Bachelor of Science degrees from the University of Tennessee. He is a Registered General Securities Representative (Series 7), a Registered General Securities Principal (Series 24), Registered Operations Principal (Series 27), a Registered Municipal Advisor Representative (Series 50), a Registered Municipal Securities Principal (Series 53), a Registered Investment Advisor (Series 65) and a Registered Investment Banking Representative (Series 79). He also holds Series 63 licenses in Tennessee and Kentucky.

**ELIZABETH ZUELKE**  
Associate  
Public Finance

#### **RAYMOND JAMES®**

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**Elizabeth Zuelke, Associate** – Ms. Zuelke joined the firm in June of 2013. Ms. Zuelke provides bankers with analytical support for a variety of clients. She has worked with bankers covering various states in the South and Midwest in issues in various sectors of the municipal market including city, county and state general obligation and revenue credits, higher education, school districts and TIF/Tax allocation districts.

Elizabeth graduated from Rhodes College with a Bachelor of Arts dual degree in Economics and Business Administration with a focus in Finance and International Trade.

Ms. Zuelke is a Registered Municipal Advisor Representative (Series 50), a Registered Municipal Securities Representative (Series 52), and holds a Series 63 license in Tennessee.

**SAM NAGEL**  
Vice President  
Public Finance

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**Sam Nagel, Vice President** – Mr. Nagel is a Vice President in Public Finance // Debt Investment Banking. Mr. Nagel provides bankers with analytical support for a variety of clients. Mr. Nagel has worked with issuers in various sectors of the municipal market including school districts, higher education, city, county and state general obligation credits, water and sewer systems, public power, health care, transportation and airports.

Mr. Nagel graduated from the Sam M. Walton Business School at the University of Arkansas with his Bachelor of Arts degree in Finance. He currently holds licenses as a Registered General Securities Representative (Series 7), Registered Municipal Advisor Representative (Series 50) and a Series 63 in Tennessee.

#### SELECTED ADDITIONAL RESOURCES

**Hugh Tanner, Managing Director** – Hugh Tanner concentrates on representing the firm's investment banking activities primarily in higher education, special situations, and revenue issues from the firm's Nashville office. Mr. Tanner has been very instrumental in the development of Privatized Student Housing across the country with over 36 transactions. Mr. Tanner has represented numerous local governments and issuing authorities throughout the country in the issuance of project finance, revenue and industrial development bonds. Mr. Tanner joined Raymond James from J.C. Bradford & Co. in 2000 where he had served as the Partner-in-Charge of Public Finance. He joined the industry in 1987.

A former U.S. Marine Corps officer, Mr. Tanner earned a B.S. degree in Business Administration from the University of Tennessee and an M.B.A. from the Owen Graduate School of Management at Vanderbilt University. He currently holds his FINRA General Securities (Series 7), Municipal Securities Principal (Series 53), Municipal Advisor (Series 50) (provisional, pending finalized and offering of the new formal licensing process) and Series 63 licenses.

**Steven McCoy, Senior Vice President** – Located in Nashville, Mr. McCoy has been in public finance since 1997. Steven joined Morgan Keegan in February of 2000. He has worked with a broad cross section of issuers and has extensive financing experience including: general government and essential public service financing, privatized military housing, healthcare and 501c(3) transactions. Previously, Mr. McCoy was a consultant in the Public and Structured Finance Group of Ernst & Young LLP. At Ernst & Young, he was the verification agent on many of the most complex transactions for the firm.

Mr. McCoy holds a Bachelor of Business Administration in Accounting from the University of Memphis and is a Certified Public Accountant. He is a Registered General Securities Representative (Series 7), Municipal Advisor Representative (Series 50), Registered Municipal Representative (Series 52) and Registered Investment Banking Representative (Series 79) licenses. He also holds Series 63 licenses in Tennessee and Kentucky.



**Jennifer Mills, Senior Vice President** – Ms. Mills is a Senior Vice President and Quantitative Specialist in the Public Finance Debt Investment Banking Division. Ms. Mills joined Morgan Keegan in 2002 providing quantitative analysis and support for all types of public finance transactions throughout the network. Ms. Mills has been involved in transactions for higher education, student housing, health care, utility systems, and general obligation issuers including traditional fixed rate issues as well as variable rate and synthetic structures. As head of the firm's National Quantitative Group, she and her staff maintain several databases to search for refunding candidates in different states as well as maintain market data for use in presentations to support bankers throughout the Raymond James system. Ms. Mills began her career as a verification agent at Ernst & Young, LLP and was a member of J.C. Bradford & Co.'s Quantitative Group for three years. Ms. Mills has also worked for Caterpillar Financial Services Corporation as a Senior Credit Analyst.

Ms. Mills graduated cum laude from Rhodes College with a Bachelor's of Arts in Business Administration and Economics. She holds NASD Series 7 and Series 63 licenses.

**Stephen Rosen, Managing Director** - Located in Knoxville, Stephen Rosen has been involved with the investment of proceeds for more than 20 years, and his range of product experience covers the entire spectrum, including laddered portfolios of U.S. Treasury/Agency securities. He is well versed in all aspects of Tennessee law with respect to eligible investment instruments for local communities. Over the years, Stephen has worked with scores of cities, counties and utilities in the investment of their reserves and bond proceeds.

Mr. Rosen earned a Bachelor of Science in Economics and an MBA with an emphasis in Finance and marketing from Duke University. He currently holds the following licenses: General Securities Representative (Series 7), General Securities Sales Supervisor/Branch Manager (Series 8), Registered Investment Advisor (Series 65) and Series 63.

**David Sutton, Managing Director** – Located in Nashville, David Sutton manages Raymond James' Municipal Investment Group, leading the firm's efforts in the development of customized investment strategies for public sector, not for profit, and more corporate focused clients. Mr. Sutton has been involved with the investment of proceeds for the past 20 years, and his range of product experience covers the entire spectrum, including repurchase agreements, laddered portfolios of U.S. Treasury/Agency/Commercial Paper securities, forward purchase agreements, interest rate caps, and guaranteed investment contracts. Mr. Sutton's interaction primarily spans across the entire Raymond James Public Finance department in his role, working hand in hand with bankers in delivering investment solutions to our clients with respect to their project, capitalized interest, reserve fund, and debt service funds, among others.

In addition to handling the investment of proceeds, Mr. Sutton has successfully structured over 600 municipal securities transactions totaling over \$7.0 billion in par amount. His structuring experience extends across virtually every type of pledged revenue stream, with significant expertise in health care and other unusual credits. Over the years, Mr. Sutton has also developed a specialization in complicated advance refundings.

Mr. Sutton earned a Bachelor of Science in Finance and an MBA in Finance from Indiana University. He currently holds the following licenses: General Securities Representative (Series 7), Municipal Securities Principal (Series 53), General Securities Principal (Series 24), Registered Investment Advisor (Series 65) and Series 63.

## 4. SCOPE OF SERVICES PROVIDED

<b>4.1 <u>Marketing/Oversight and Sales of Bond Issue</u></b>	<b>RJ Capable?</b>
<i>The Municipal advisor shall provide assistance and guidance to you throughout the process of the debt issuance, including, but not limited to, the following services:</i>	
a. Set a schedule/calendar for financing and issuance with bond counsel.	Yes
b. In consultation with you and your staff, make a recommendation on the financing being contemplated, including size of transaction, pro-forma amortization schedules, methods of sale, market timing, financing alternatives, etc.	Yes
c. Draft "Refunding Plans" and related documents for use and submission to the Director of State and Local Finance.	Yes
d. With you and bond counsel, advise and participate in the development of key terms and conditions of all authorizing documents including, but not limited to, resolutions and associated documents relating to the sale and issuance of any debt obligations.	Yes
e. Facilitate the preparation of the Preliminary Official Statement and the national distribution of that and related Official Notices of Sale to potential bidders and to other interested parties via nationally recognized electronic distribution systems.	Yes
f. Facilitate the preparation of the final Official Statement and distribution in accordance with governmental and securities' industry general guidelines.	Yes
g. Coordinate and assist in the selection of third parties, including credit rating agencies, registration agents, verification agents, credit enhancers, escrow agents and the acquisition of other related services and service providers as necessary on your behalf.	Yes
h. As required, develop credit rating presentations and coordinate and participate in all activities with credit agencies; Evaluate the use of more than one credit rating in consultation with you and your staff.	Yes
i. At your request, evaluate the benefits of credit enhancement and coordinate any resulting activities with such providers.	Yes
j. Assist in the receipt and opening of competitive bids relative to sales, analyze such bids received, identify the most favorable bid, if any, and make an award recommendation.	Yes
k. Prepare actual debt service tables based on accepted coupon rate and yields.	Yes
l. Coordinate the closing process with all officials, all professionals and the purchasers of debt obligations, including but not limited to, delivery of debt obligations and delivery of funds from any purchaser.	Yes
m. Provide regular updates on market conditions, market timing and related matters.	Yes

	<b><u>RJ</u></b> <b><u>Capable?</u></b>
n. If requested, coordinate and make payments at closing from debt obligation proceeds to all parties based on invoices presented for payment.	Yes
o. Coordinate or facilitate the preparation of State Form CT-0253, "Report on Debt Obligations" for execution and submission to the State Comptroller's Office within the required timeframe.	Yes
p. Prepare Form 8038-G, "Information Return for Tax-Exempt Governmental Issues" and file the report with the United States Department of the Treasury within the required timeframe.	Yes
q. Provide other services which are usual and customary for debt financings, including but not limited to, managing the total offering process, coordinating with all professionals, attendance at all meetings, participation in calls and public presentations.	Yes

## **4.2 RATING AGENCIES**

*General* - Maintaining a close, ongoing relationship with the major credit rating agencies is a key part of any public jurisdiction's ability to access the capital markets in a timely, cost-effective manner. While there are around 10 credit rating services, the three best known are Moody's Investors Service, Inc., a division of Moody's Corporation ("Moody's"), S&P Global Ratings, Inc. ("S&P") and Fitch Ratings ("Fitch Ratings"). All 10 of the rating services are regulated by and registered with the SEC as nationally recognized statistical rating organizations ("NRSRO").

*Seeking Ratings* - For jurisdictions that have current rating agency relationships and recent reviews, the course that most rating agencies usually prefer is for financial professionals to provide demographic, financial and legal materials for their initial review followed by a "due diligence" call to field questions provided beforehand. Oftentimes, it makes sense to prepare a formal presentation to supplement a rating agency's initial questions in order to underscore key points, perhaps factually addressing perceived weaknesses referred to in prior credit reports, to build a case to maintain a current rating or perhaps seek a rating boost, if merited.

Sometimes a "reset" is needed to underscore changes that have occurred in recent years in order to assure the proper focus by rating agency personnel. In some cases, we have invited the rating agencies to visit a jurisdiction and see for themselves the dynamics of a community and region. In such cases, not only is a formal presentation often made, but most often a driving tour is put together to focus on a community's overall development and vibrancy. While a local site visit may be hard to schedule, another way to "reset" is to travel to New York with key members of the management team and perhaps one or more selected officials to make a formal presentation. Generally, such presentations can be taxing, but you do have each agency's undivided attention for a two-hour block which allows the proper "focus" and "reset" to occur. We have structured presentations, organized and conducted such trips and visits for a number of counties, cities and other jurisdictions. In short, the methods used to seek a credit rating are generally based on the facts and circumstances that a community faces, time constraints and similar factors.

*Rating Recommendations* - Generally, we recommend consideration of two ratings whenever non-bank qualified debt or larger issues are sold (i.e., greater than \$50,000,000). In recent years, issuers have questioned whether the additional transactional costs of a second rating are cost-effective and add

value. Generally, our response has been “yes” in some cases. In short, in an environment where investors have many choices, it is clearly in your best interest to make your jurisdiction’s debt offerings as attractive as possible to encourage competition. Such competition always drives the best pricing from prospective bidders.

Based on feedback from our national underwriting desk, the consensus seems to be that the ratings most desired and valued by investors are those published by Moody’s and S&P. Currently, most of the feedback indicates that while a rating from Fitch Ratings is recognized, it currently does not add the same value as do those from Moody’s and S&P. Naturally, that view could change in the future.

*Summary* - While an additional credit rating may seem expensive on the front end, it does appear anecdotally to make sense sometimes, especially in highly volatile and competitive markets when large transactions are offered in the capital markets. Naturally, whether to use one or more ratings is a judgment call that you and other officials can make based upon your unique circumstances.

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## 5. SUMMARY

Raymond James is one of the most experienced firms in the U.S. and the State with respect to Municipal Advisory transactions. The professional team proposed for this engagement is led by one of the firm's most seasoned veterans.

### **Knowledge of the Municipal Bond Market**

Raymond James is consistently a participant in the capital markets with municipal bond issues. The firm has an outstanding group of individuals from which to draw creative ideas, knowledge and experience. If there is a new idea or structure in the national capital markets that perhaps would be beneficial to you, our municipal team has most likely seen it, understand how it works and have a distinct sense of investors' reactions. Our representatives are on weekly calls to discuss this kind of information. This resource will be invaluable to you if unusual circumstances arise.

### **Approach**

Our approach is simple. We will draw on the vast experience and knowledge of seasoned professionals within our firm. Where necessary, we usually are in position to tap the appropriate professionals to assure timely, meaningful advice and assistance for our clients. When it comes time to issue bonds, notes or other instruments, we will provide that same level of service to ensure a cost-effective transaction is structured and properly issued while assuring the utmost flexibility possible for your jurisdiction.

In short, the Raymond James financing team is structured to serve as a "hands-on" advisor to assist clients in the most effective structuring, sale, issuance or placement of their borrowing instruments.

*Raymond James is well equipped to assist you with all your financing needs. To the best of our abilities, our experienced team will devote the time, resources and energy necessary to achieve your jurisdiction's goals.*

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## DISCLAIMER

*The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.*

*The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.*

*Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein.*

*Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your accounting, tax and other advisors and/or legal counsel.*

*Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.*

The Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, met in special session on November 27, 2017, at 7:00 p.m. at the Thompson's Station Community Center located at 1555 Thompson's Station Road West, with the Honorable Corey Napier, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Jennifer Jones, Town Recorder, Tammy Womack, Finance Director and Joe Cosentini, Town Administrator.

After the meeting was duly called to order, the following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED  
THREE MILLION DOLLARS (\$3,000,000) GENERAL OBLIGATION PUBLIC  
IMPROVEMENT BONDS OF THE TOWN OF THOMPSON'S STATION,  
TENNESSEE

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the Town of Thompson's Station, Tennessee (the "Municipality" or "Town") that for the purpose of financing, in whole or in part, the (i) acquisition of land for a wastewater treatment facility and other public buildings and facilities of the Town, including but not limited to parks and open land areas; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing and (v) payment of the costs related to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$3,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the Town Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$3,000,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

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

Jennifer Jones, Town Recorder

Adopted and approved this 27<sup>th</sup> day of November, 2017.

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Corey Napier, Mayor

ATTEST:

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Jennifer Jones, Town Recorder



STATE OF TENNESSEE )

COUNTY OF WILLIAMSON )

I, Jennifer Jones, certify that I am the duly qualified and acting Town Recorder of the Town of Thompson's Station, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a special meeting of the governing body of the Municipality held on November 27, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$3,000,000 General Obligation Public Improvement Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the 27<sup>th</sup> day of November, 2017.

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Town Recorder

(SEAL)

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