

**MINUTES
ROANE COUNTY COMMISSION
REGULAR MEETIN
MARCH 10, 2014**

**STATE OF TENNESSEE
COUNTY OF ROANE**

BE IT REMEMBERED, that the County Commission of Roane County, Tennessee convened in regular session in Kingston, Tennessee on the 10TH day of March 2014 at 7:00 P.M.

The Commission was called to order by **Bailiff Jerry White**.

Invocation was given by **Commissioner Cantrell**.

The Pledge of Allegiance to the Flag of the United States of America was led by **Bailiff Jerry White**.

Present and presiding was the Honorable **James Brummett** and the following Commissioners: **Berry, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder**.
(14)

Absent: **Bacon, Forrester (2)**

THEREUPON Chairman Brummett announced the presence of a quorum. Also present was the Honorable **Ron Woody**, County Executive, Budget Director **Kaley Walker**, County Attorney **Tom McFarland**, Deputy Clerk **Bobbie Tipton** and Zoning Officers **Kay Christopher**.

APPROVE MINUTES OF THE FEBRUARY 10,2014 MEETING.

MOTION was made by **Commissioner Ellis** with second by **Commissioner Moore** to approve.

Motion to **Passed** upon unanimous voice vote.

ACCEPTANCE OF COMMITTEE REPORTS AND CORRESPONDENCE:

1. **Minutes** of Board Zoning Appeals 12-18-13.
2. **Minutes** of Public Utility 11-26-13.
3. **Minutes** of Public Utility 01-30-14.
4. **Minutes** of Fire Board 01-14-14.
5. **Minutes** of Sheriff's Liaison Committee 02-3-14.
6. **Minutes** of Fire Board 02-11-14.

7. **Minutes** of Road Committee 02-18-14.
8. **Minutes** of Beer Board 02-18-14.
9. **Letter** to Trustee Wilma Eblen re: delinquent taxes on property that was demolished, impaired, or substantially damaged as a result of the coal ash spill in December 2008.
10. **Minutes** of Property Committee 02-06-14.
11. **Agreed Order** of dismissal re: Roane County vs James Mullins.

Motion to receive the Committee Reports and Correspondence was made by **Commissioner Collier** with second by **Commissioner Moore**.

Motion Passed upon unanimous voice vote.

NOTARIES:

The following persons desiring to be elected as a Notary Public in Roane County were presented to the Commission by Deputy Clerk **Bobbie Tipton**: Stephanie R. Button, Sherry Cunningham, Angela Marie Skidmore, George Williams, Eleda Burgess, Mandy Stansberry, Steve Byerly, Tiffney Yeary, Richard M. Hayes, Judy R. Garcia and James W. Pickel.

Motion to accept was made by **Commissioner Moore** with second by **Commissioner East**.

Motion **Passed** upon unanimous voice vote.

HEARING OF DELEGATION:

Jack McNew of COSA spoke regarding TVA water rates.

Toby Rinehart of Dogwood Shores, Kingston voiced his concerns regarding Tiger Haven.

Carol Runyon of Dogwood Shores stated she did not have problems with Tiger Haven.

COUNTY ATTORNEY'S REPORT:

Attorney McFarland reported that the case regarding Sitework at the new Jail had been settled and that other cases were moving forward.

COUNTY EXECUTIVE'S REPORT:

2015 Budget: Budget Committee has begun work on the 2015 Budget with recommendations for the three (3) debt service funds.

Don Wicks: Former County Commissioner Don Wicks served from 1986-1998 and again from 2002-2006 and is currently under hospice care.

School Liaison Committee Meeting: The School Liaison Committee appointed Ron Berry, Wade McCullough, Gary Aytes and Ron Woody to a subcommittee to meet with the State Department of Education to gain a better understanding of the Roane County Education BEP earnings. The subcommittee traveled to Nashville last Friday, March 7th. County Executive Woody also met the previous week with TACIR regarding fiscal capacity (wealth) of the county. More will be discussed and recorded in the next School Liaison Committee meeting scheduled for March 27, 2014.

Delinquent Tax Property: Woody discussed with Commission the status of county-owned property which has been acquired through the Delinquent Property Tax process. Woody indicated that a lengthy report would be provided in the next few months regarding the process the county is using to acquire, manage and dispose of delinquent tax property owned by the county.

Currently, the county has taken the property which has been voted on by the commission with minimum bids and been selling it on GovDeals. The county is assuring the bidder that the county would take care of all the property tax (city or county) and filing the deeds with the Register of Deeds. Currently, four (4) properties have been sold, paid for and deeds prepared. Two (2) properties have been sold, paid for and deeds are being prepared. An additional three (3) properties have been sold, but not paid for due to recent sales.

The county continues to refine the sales process. The county has been asked by one city to pay \$908 of city back taxes on an individual property. The county is still working through the city back taxes which are owed.

Alliance Report: Executive Woody deferred to Alliance CEO/President Leslie Henderson to present the Annual Alliance Report.

ECA Meeting: Woody reported a recent Washington, D.C. trip with Scott Stout related to the Energy Communities Alliance (ECA). Roane County is a member with membership fees and travel costs paid by a grant. The main purpose of the recent meeting was a discussion of DOE land transfer, environmental clean-up, small

modular reactors (SMR's) and activities at the WIPP site in Carlsbad, NM. Oak Ridge Mayor Tom Beehan is the chair of ECA.

Y-12 Contract: The Y-12 contract has been under protest from the existing contractors against the newly awarded contractor, Consolidated Nuclear Services (CNS). The third appeal was upheld for the new CNS contract last week. It appears that the labor force at Y-12 will be reduced.

Mixed Drink Tax: Woody informed the Commission of a 1980 law which instituted a Mixed Drink Tax requiring 50% of the revenue earned to be paid to the General Purpose School Fund. Roane County government booked the schools' 50% to the wrong fund and will be making the adjustment within the next 30 days. The city governments apparently did not submit their 50% to education and the school board may have to request these funds from the cities.

SPECIAL ORDERS:

Approval of Surety Bond # 32s10054(6638291) for Lenora Doyle Spangler, Youth Intake Officer, in the amount of \$2500.00.

Motion to approve was made by **Commissioner Moore** with second by **Commissioner Goddard**.

Upon roll call vote the following voted Aye: **Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (13)**

The following Passed: -0-
The following voted No: -0-

Thereupon the chairman announced that the motion **Passed**

OLD BUSINESS: None

NEW BUSINESS:

Resolution # 03-14-01

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE.

A RESOLUTION authorizing **ROANE COUNTY** to refund to: Donna and Robert Anderson, 1212 James Ferry Road, Kingston, TN 37763, the sum of \$835.00

WHEREAS, taxes on the following parcel were changed by the Property Assessor's office.

Reason: changed per building permit before Certificate of Occupancy was filed.

Map	Group	Parcel No.	Year	Amount of tax paid	Refund
058J	D	008.00	2013	\$1,744.00	\$835.00

NOW, THEREFORE, BE IT RESOLVED, that **ROANE COUNTY** is hereby authorized to refund to Donna and Robert Anderson, 1212 James Ferry Road, Kingston, TN 37763 the sum of \$835.00.

Upon motion of **Commissioner Goddard** , seconded by **Commissioner Johnson**.

The following Commissioners voted Aye: **Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (13)**

The following Commissioners passed: -0-

The following Commissioners voted No: -0-

Therefore, the County Chairman announced to the Court that said resolution had received a constitutional majority and ordered same spread record.

Resolution # 03-14-02

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE.

A RESOLUTION authorizing **ROANE COUNTY** to refund to: Potters House Church (Cornerstone) 114 Lakeview Drive, Harriman TN 37748 the sum of \$645.00.

WHEREAS, taxes on the following parcel were changed by the Property Assessor's office.

Reason: correct improvement value

Map	Group	Parcel No.	Year	Amount of tax paid	Refund
045		018.01	2012	\$2,005.00	\$645.00

NOW, THEREFORE, BE IT RESOLVED, that **ROANE COUNTY** is hereby authorized to refund to Potter's House Church, 114 Lakeview Drive, Harriman TN 37748 the sum of \$645.00.

Upon motion of **Commissioner Kelley** ,seconded by **Commissioner Moore**.

The following Commissioners voted Aye: **Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (13)**

The following Commissioners passed: **-0-**

The following Commissioners voted No: **-0-**

Therefore, the County Chairman announced to the Court that said resolution had received a constitutional majority and ordered same spread of record.

Resolution # 03-14-03

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE.

A RESOLUTION authorizing **ROANE COUNTY** to refund to: Carol Crowe Phillips, 932 Buck Creek Road, Kingston TN 37763, the sum of \$28.00.

WHEREAS, taxes on the following parcel were changed by the Property Assessor's office.

Reason: SBE official certificate change

Map	Group Parcel No.	Year	Amount of tax paid	Refund
080	046.01	2012	\$162.00	\$9.00
080	046.01	2011	\$162.00	\$9.00
080	046.01	2010	\$163.00	\$10.00

NOW, THEREFORE, BE IT RESOLVED, that **ROANE COUNTY** is hereby authorized to refund to Carol Crowe Phillips, 932 Buck Creek Road, Kingston Tn 37763 the sum of \$28.00.

Upon motion of **Commissioner Ellis**, seconded by **Commissioner Tedder**.

The following Commissioners voted Aye: **Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (13)**

The following Commissioners passed: **-0-**

The following Commissioners voted No: **-0-**

Therefore, the County Chairman announced to the Court that said resolution had received a constitutional majority and ordered same spread record.

RESOLUTION# 03-14-04

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION supporting the efforts of the Tennessee General Assembly to honor our fallen heroes and their families by naming State Route 1 “The Gold Star Families Memorial Highway”

WHEREAS, since the birth of our great nation, hundreds of thousands of brave American men and women have served their country in the United States Armed Forces; and,

WHEREAS, many of these courageous men and women lost their lives defending the most inviolate principles of human freedom and democracy; and,

WHEREAS, it is most appropriate that we should honor the families of these brave sons and daughters who have made the ultimate sacrifice to preserve the blessed freedoms we enjoy today; and

WHEREAS, American Gold Star Mothers, Inc. is an organization whose sole mission is to honor their family members who have lost their lives in service to our country since 1928; and

WHEREAS, Roane County supports the efforts of the Tennessee General Assembly to honor our fallen heroes and their families by naming State Route 1 “The Gold Star Families Memorial Highway” in memory of those who gave their lives so that we might enjoy the many bounties of democracy and the American way of life.

NOW THEREFORE, BE IT RESOLVED by the Roane County Commissioners of Roane County, Tennessee meeting in regular session on this 10th day of March, 2014, that Roane County strongly supports the efforts of the Tennessee General Assembly to honor our fallen heroes and their families by naming State Route1 “The Gold Star Families Memorial Highway”, and in support of the effort, Roane County hereby expresses its willingness, as funds are available, to provide and erect two (2) appropriate signs on State Route1, with such signs to be placed where State Route 1 enters Roane County.

MOTION to adopt was made by **Commissioner Moore** with second by **Commissioner Berry**.

Motion **Passed** upon unanimous voice vote.

THEREUPON the County Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

RESOLUTION # 03-14-05

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE TENNESSEE HOUSING DEVELOPMENT AGENCY (THDA)

WHEREAS, the Tennessee Housing Development Agency is offering grant funds to counties to assist with the rehabilitation of housing for low income homeowners, and

WHEREAS, the maximum amount available is \$500,000, with no matching funds necessary.

NOW, THEREFORE BE IT RESOLVED that the Roane County Commission approves the submission of this grant application.

MOTION to adopt was ,made by **Commissioner Moore** with second by **Commissioner Ellis**.

Motion **passed** upon voice vote.

THEREUPON, the County Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread pf record.

RESOLUTION # 03-14-06

A RESOLUTION to authorize the County Executive to execute a contract for an Ambulance Billing Service.

WHEREAS, the Purchasing Department solicited and publicly advertised for proposals for an Ambulance Billing Service, and

WHEREAS, Intermedix was determined to be the most responsive proposal to provide the service of Ambulance Billing, and

WHEREAS, the Emergency Services Committee has voted to recommend that the County Executive execute a contract, and

WHEREAS, the County Attorney will review and approve the contract as to form, prior to execution of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Roane County Commission does hereby authorize the County Executive to execute an agreement with Inrtermedix for Ambulance Billing for the Office of Emergency Services.

SECTION 1. All resolutions in conflict herewith be and the same are repealed insofar as such conflict exists.

SECTION 2. This resolution shall become effective upon passage, the public welfare requiring it.

Upon motion of Commissioner Berry, seconded by Commissioner Collier+, the following Commissioners voted Aye: **Berry, Brummett, Cantrell, Collier, Ellis, East, Goddard, Granger, Johnson, Kelley, Tedder (11)**

The following Commissioners Passed: -0-

The following Commissioners voted No: **Moore, Nelson (2)**

THEREUPON, the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

SECTION 1. All resolutions in conflict herewith be and the same are repealed insofar as such conflict exists.

SECTION 2. This resolution shall become effective upon passage, the public welfare requiring it.

Resolution # 03-14-07

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION to amend the General Fund (101) due to better estimates of revenues and expenditures.

WHEREAS, a tobacco settlement grant was received by the Health Department, and

WHEREAS, the cost of retiree health insurance is going up as qualified employees retire, and

WHEREAS, the Clerk & Master has utilized more part time help this fiscal year than previously due to an opening in her office.

NOW, THEREFORE, BE IT RESOLVED that the General Fund (101) be amended as follows:

SEE ATTACHED SHEET

Upon motion of **Commissioner Collier** seconded by **Commissioner Kelley**.

The following Commissioners voted Aye: **Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (13)**

No:-**0**- Passed:-**0**

Thereupon, the Chairman announced that said Resolution had received a constitutional majority and ordered same spread of record.

Resolution # 03-14-08

A RESOLUTION to amend the Rural Debt Fund (152) to provide for the cost associated with refunding \$11,435,000.

WHEREAS, the county has just over \$11.4 million dollars in debt that is eligible to be refinanced, and

WHEREAS, the current interest rate is 4-5% with the new interest rate being an estimated 2.81%, and

WHEREAS, this reduction in interest will save the county approximately \$100,000 per annum.

WHEREAS, this refunding does not extend the terms of the debt.

NOW, THEREFORE, BE IT RESOLVED that the Rural Debt Fund (152) be amended as follows:

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
Expenditure					
	Education				
152	82330 606	Other Debt Issuance Charges	-	70,000	70,000
Fund Balance					
152	34580	Restricted for Debt Service	1,581,738	(70,000)	1,511,738

Upon motion of **Commissioner Kelley**, seconded by **Commissioner Moore**,

The following Commissioners voted Aye , **Nelson, Tedder Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore (13)**

No **(0)** Passed: **(0)**

Thereupon, the Chairman announced that said Resolution had received a constitutional majority and ordered same spread of record.

RESOLUTIN # 03-14-09

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION to amend the General Capital Projects Fund (171) to receive and appropriate a grant into a new Hub subfund (HUB) and to amend the current recycling subfund (RCY).

WHEREAS, the county has received a hub and spoke grant in the amount of \$265,000 and

WHEREAS, this grant will be used to purchase a baler and put surface down at the Recycling Center and Convenience Centers, and

WHEREAS, the current recycling subfund (RCY) already had money budgeted to purchase a baler so this money can be used for the purchase of boxes to be placed in the cities in conjunction with the grant, and

NOW, THEREFORE, BE IT RESOLVED that the 171 General Capital Projects Fund (171) subfunds (HUB) and (RCY) be amended as follows:

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
subfund - HUB					
Revenue					
171	46980	Other State Grants	-	265,000	265,000
Expenditure					
Public Health and Welfare Projects					
171	91140	733 Solid Waste Equipment	-	185,000	185,000
	91140	724 Site Development	-	80,000	80,000

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
subfund - RCY					
Expenditure					
Public Health and Welfare Projects					
171	91140	790 Other Equipment	200,000	(80,000)	120,000
	91140	791 Other Construction	190,000	80,000	270,000

Upon motion of **Commissioner Ellis**, seconded by **Commissioner Kelley**,

The following Commissioners voted Aye: **Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (13)**

No: **(0)**

Passed **(0)**

Thereupon, the Chairman announced that said Resolution had received a constitutional majority and ordered same spread of record.

RESOLUTION # 03-14-10

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$11,435,000 RURAL SCHOOL REFUNDING BONDS, SERIES 2014, OF ROANE COUNTY, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

WHEREAS, Roane County, Tennessee (the "County"), pursuant to a resolution adopted by the Board of Commissioners (the "Board"), of the County, has heretofore issued those certain \$18,915,000 Rural School Refunding Bonds, Series 2004, dated March 9, 2004 (the "Series 2004 Bonds"), the proceeds of the Series 2004 Bonds having been used for the purpose of providing funds to refund in advance of their maturity a portion of the County's (i) \$3,430,000 Local Government Public Improvement Bonds, Series D, dated February 1, 1996, the proceeds of which were used to finance school improvements for County schools, (ii) \$8,535,000 Rural School Refunding Bonds, Series 1997, dated December 1, 1996, the proceeds of which were used to refund Rural School Bonds, Series 1992, dated March 1, 1992, the proceeds of which were used to finance County school improvements, (iii) \$1,100,000 Rural School Bonds, Series 1997, dated August 15, 1997, the proceeds of which were used to finance improvements to County schools, and (iv) \$8,700,000 Rural School Bonds, Series 2000, dated April 1, 2000, the proceeds of which were used to finance improvements to County schools;

WHEREAS, the Series 2004 Bonds maturing May 1, 2015 through May 1, 2022, inclusive, are outstanding in the aggregate principal amount of \$11,435,000;

WHEREAS, the Series 2004 Bonds are subject to redemption prior to maturity on and after May 1, 2014, at the price of par plus accrued interest to the date of redemption;

WHEREAS, the Board of the County has determined that it is in the best interests of the County to now refund the Series 2004 Bonds prior to their maturity on May 1, 2014;

WHEREAS, the County is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue and sell refunding bonds for the purpose of refunding the Series 2004 Bonds prior to their maturity;

WHEREAS, a plan of refunding for the Series 2004 Bonds and a request to sell the refunding bonds by negotiated sale have been submitted to the Director of State and Local Finance for review as required by Sections 9-21-903, and 9-21-910, respectively, Tennessee Code Annotated, as amended, and the Director of State and Local Finance has issued a report thereon;

WHEREAS, the Board finds that it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of not to exceed \$11,435,000 Rural School Refunding Bonds, Series 2014 (the "Bonds"); and,

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

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

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

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

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

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

"Board" means the Board of Commissioners of the County.

"Bond" means individually, or "Bonds" means collectively, the Rural School Refunding Bonds, Series 2014, of the County authorized by this Resolution of the Board.

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of Tennessee.

Section 3. Authorization. For the purpose of providing funds to redeem the Series 2004 Bonds, there are hereby authorized to be issued rural school refunding bonds of the County in the aggregate principal amount of not to exceed Eleven Million Four Hundred Thirty-Five Thousand Dollars (\$11,435,000). No Bonds may be issued under the provisions of this Resolution except in accordance herewith. The Board hereby finds that it is advantageous to the County to issue the Bonds to refund the Series 2004 Bonds.

Section 4. Form of Bonds; Execution. (a) The Bonds are issuable only as fully registered bonds, without coupons, in minimum denominations of \$5,000. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit "A" attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or

required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the County. The Bonds shall be numbered consecutively from one upwards.

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

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

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

(a) The Bonds shall be designated "Rural School Refunding Bonds, Series 2014". Each Bond shall be dated the date of issuance and delivery, or such other date as the Authorized Representatives of the County executing the Bonds shall determine; shall be sold at the price of par; shall bear interest from the date thereof at a rate or rates to be hereafter determined by the officials of the County executing the Bonds when said Bonds are sold, but not exceeding 3.10% per annum, such interest being payable semiannually on the first day of May and November of each year, commencing November 1, 2014; and, shall be payable on the first day of May in the principal amounts set forth below; provided, however, that the County Executive and the County Clerk are hereby authorized to make such adjustments in the principal amounts as are necessary to provide the most effective overall debt service for the County:

<u>Year</u>	<u>Principal Amount</u>
2015	\$ 1,155,000
2016	1,205,000
2017	1,275,000
2018	1,350,000
2019	1,425,000
2020	1,595,000
2021	1,670,000
2022	1,760,000

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

The principal of, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

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

Section 6. Redemption. The Bonds shall not be subject to redemption prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the Owner, and with the consent of the Owner, the County may prepay the Bonds in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the County may make additional principal payments on the Bonds upon fifteen (15) calendar days written notice to the Owner.

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

exchanged for a new Bond which shall be issued to the transferee, subject to all the conditions contained herein.

(b) The County may from time to time at its discretion remove the Bond Registrar and appoint a successor Bond Registrar to whom all records, documents, and instruments relating to its duties as Bond Registrar shall be delivered. Any successor Bond Registrar shall be appointed by resolution of the County, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Fifty Million Dollars (\$50,000,000), and be willing and able to accept the office of Bond Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

Section 8. Transfer of Bonds. (a) Each Bond shall be transferable only on the Registration Books maintained by the Bond Registrar at the office of the Bond Registrar, upon the surrender for cancellation thereof at the office of the Bond Registrar, together with an assignment of such Bond duly executed by the Owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Bond Registrar shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee shall take such new Bond or Bonds subject to all of the conditions herein contained.

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

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

Registrar shall be obligated to transfer any Bond after the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date.

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

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

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

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of, and interest on, the Bonds, there shall be levied in each year in which such Bonds shall be outstanding, to the extent necessary, a direct tax on all taxable property within in the territorial limits of the County, lying outside the corporate limits of the City of Harriman, Tennessee and the City of Oak Ridge, Tennessee, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said County, shall be in addition to all

other taxes, and shall be without limitation as to time, rate, or amount. The Board of the County is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or either of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the County, but reimbursement therefore may be made from the taxes herein provided when the same shall have been collected.

Section 14. Sale of Bonds. (a) The Bonds herein authorized are authorized to be sold by the County Executive by negotiated sale at a price of not less than par in accordance with the provisions of the Bond Purchase Agreement. The Bonds shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the County Executive of the County and the purchaser of the Bonds, as set forth in such Bond Purchase Agreement.

The County Executive, in consultation with the Purchaser of the Bonds, is authorized, prior to the sale of the Bonds and the execution of the Bond Purchase Agreement, to make such changes in the structuring of the terms of the Bonds as the County Executive shall deem necessary to provide for the most efficient refunding of the Series 2004 Bonds, as may be in the best interests of the County. In this regard, the County Executive, in consultation with the Purchaser of the Bonds, is authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein and to make adjustments to the maturity schedule set forth in Section 5 hereof, and to change the redemption provisions set forth in Section 6 hereof; provided, however, that no redemption premium shall be greater than two percent (2%).

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

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

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

Section 15. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be paid to the official of the County designated by law as the custodian of the funds thereof. Said proceeds

shall be used, together with other available funds of the County to refund the Series 2004 Bonds, such payment to occur on the first available date, but in no event later than eighty-nine (89) days from the date of issuance of the Bonds.

Section 16. Refunding of the Series 2004 Bonds. Upon the issuance and delivery of the Bonds, the principal of the Series 2004 Bonds maturing May 1, 2015 through May 1, 2022, inclusive, is hereby authorized to be refunded. Notice of such intent to refund the Series 2004 Bonds shall be given by the County to the paying agent for the Series 2004 Bonds in accordance with the provisions of the resolution authorizing the issuance of such Series 2004 Bonds.

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

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

Section 18. Resolution a Contract; Amendments. The provisions of this Resolution shall constitute a contract between the County and the Owner of the Bonds and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Owner shall be made in any manner, until such time as all installments of the principal of and interest on the Bonds shall have been paid in full unless the consent of the Owner of all then outstanding Bonds has been obtained; provided, however, that the County is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Owner. The laws of the State of Tennessee shall govern this Resolution.

Section 19. Remedies. The Owner of the Bonds shall have such remedies as provided by Title 9, Chapter 21, Section 216, Tennessee Code Annotated, as amended.

Section 20. Failure to Present Bonds. In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Bond Registrar for the benefit of the Owner thereof, all liability of the County to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Bond Registrar shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond, subject to escheat or other similar law, and any applicable statute of limitation.

Section 21. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions in the State of Tennessee are authorized by law to close, then the payment of the interest on, or the principal of such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions in the State of Tennessee are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 22. No Action to be Taken Affecting Validity of the Bonds. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owner from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the Owner thereof for federal income tax purposes.

Section 23. Miscellaneous Acts. The County Executive, the County Clerk, the County Trustee, the County Attorney, and the Director of Accounts and Budgets, and all other appropriate officials of the County, are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery of the Bonds and for the refunding of the Series 2004 Bonds.

Section 24. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual

capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the County or against any official or individual executing the Bonds.

Section 25. Partial Invalidity. If any one or more of the sections, paragraph, or provisions of this Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, as the case may be.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the County requiring it.

Approved and adopted this 10th day of March, 2014.

County Executive

Attest:

County Clerk

STATE OF TENNESSEE)
COUNTY OF ROANE)

I, Barbara J. Anthony, hereby certify that I am the duly qualified and acting County Clerk of Roane County, Tennessee (the "County"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the "Board"), of said County held on March 10, 2014; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$11,435,000 Rural School Refunding Bonds, Series 2014, by said County; (4) that the actions by said Board, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 10th day of March, 2014.

County Clerk

(SEAL)

EXHBIIT A - FORM OF BOND

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF ROANE
RURAL SCHOOL REFUNDING BOND,
SERIES 2014

Dated Date:

Registered Owner:

Principal Amount:

ROANE COUNTY, TENNESSEE (the "County"), a lawfully organized and existing public corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates and in the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on May 1 and November 1 of each year, commencing November 1, 2014, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the County Clerk maintained at the principal office of the County Clerk, Kingston, Tennessee, or his or her successor as registrar and paying agent (the "Bond Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

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

This bond is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer, and estate taxes, and except as otherwise provided in said Code.

This Bond is known as "Rural School Refunding Bond, Series 2014" (the "Bond"), issued by the County in the original principal amount of \$11,435,000. The Bond, which is issued for the purpose of providing funds to refund the outstanding principal of those certain \$18,915,000 Rural School Refunding Bonds, Series 2004, dated March 9, 2004 (the "Series 2004 Bonds"), maturing May 1, 2015 through May 1, 2002, in the aggregate principal amount of \$11,435,000. The proceeds of the Series 2004 Bonds were used for the purpose of providing funds to refund in advance of their maturity a portion of the County's (i) \$3,430,000 Local Government Public Improvement Bonds, Series D, dated February 1, 1996, the proceeds of which were used to finance school improvements for County schools, (ii) \$8,535,000 Rural School Refunding Bonds, Series 1997, dated December 1, 1996, the proceeds of which were used to refund Rural School Bonds, Series 1992, dated March 1, 1992, the proceeds of which were used to finance County school improvements, (iii) \$1,100,000 Rural School Bonds, Series 1997, dated August 15, 1997, the proceeds of which were used to finance improvements to County schools, and (iv) \$8,700,000 Rural School Bonds, Series 2000, dated April 1, 2000, the proceeds of which were used to finance improvements to County schools. The Bond is authorized by appropriate resolutions of the Board of Commissioners and particularly that certain Resolution of the Board of Commissioners, adopted on March 10, 2014, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution as so amended or supplemented, being herein called the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Bonds are issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

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

This Bond is payable from funds of the County legally available therefore and to the extent necessary from ad valorem taxes to be

levied on all taxable property within the territorial limits of the County lying outside the corporate limits of the City of Harriman, Tennessee and the City of Oak Ridge, Tennessee, without limitation as to time, rate, or amount. For the prompt payment of this Bond, both principal and interest, as the same shall become due, the full faith, and credit, subject to the territorial limits above, of the County is hereby irrevocably pledged.

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

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

The Bond is issuable only as a fully registered Bond, without coupons, in the denomination of \$11,435,000. At the principal office of the Bond Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, the Bond may be exchanged for an equal principal amount of Bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bond shall not be subject to redemption prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the County may prepay the Bond in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the County may make additional principal payments on the Bonds upon fifteen (15) calendar days written notice to the registered owner.

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

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

IN WITNESS WHEREOF, ROANE COUNTY, TENNESSEE, by its Board of Commissioners has caused this bond to be executed by the manual signature of the County Executive and attested by the manual signature of the County Clerk, to have its official seal to be impressed or imprinted hereon, all as of _____, 2014.

EXHIBIT B - FORM OF BOND PURCHASE AGREEMENT

ROANE COUNTY, TENNESSEE

AND

_____, Tennessee

BOND PURCHASE AGREEMENT

Dated: _____, 2014

BOND PURCHASE AGREEMENT

ROANE COUNTY, TENNESSEE
\$11,435,000
RURAL SCHOOL REFUNDING BOND,
SERIES 2014

THIS BOND PURCHASE AGREEMENT (the "Bond Purchase Agreement"), dated _____, 2014, is by and between ROANE COUNTY, TENNESSEE (the "County"), and _____, a _____ (the "Purchaser"):

Section 1. Background.

1.1 (a) The County will issue its \$11,435,000 Rural School Refunding Bond, Series 2014, dated the date of issuance and delivery (the "Refunding Bond"), for the purpose of refunding the outstanding principal of those certain \$18,915,000 Rural School Refunding Bonds, Series 2004, dated March 9, 2004 (the "Series 2004 Bonds"), maturing May 1, 2015 through May 1, 2022, in the aggregate principal amount of \$11,435,000. The proceeds of the Series 2004 Bonds were used for the purpose of providing funds to refund in advance of their maturity a portion of the County's (i) \$3,430,000 Local Government Public Improvement Bonds, Series D, dated February 1, 1996, the proceeds of which were used to finance school improvements for County schools, (ii) \$8,535,000 Rural School Refunding Bonds, Series 1997, dated December 1, 1996, the proceeds of which were used to refund Rural School Bonds, Series 1992, dated March 1, 1992, the proceeds of which were used to finance County school improvements, (iii) \$1,100,000 Rural School Bonds, Series 1997, dated August 15, 1997, the proceeds of which were used to finance improvements to County schools, and (iv) \$8,700,000 Rural School Bonds, Series 2000, dated April 1, 2000, the proceeds of which were used to finance improvements to County schools.

(b) The Series 2004 Bonds are subject to redemption on May 1, 2014, at the price of par plus accrued interest to the date of redemption.

(c) The Refunding Bond is issued pursuant to that certain resolution adopted by the Board of Commissioners of the County on March 10, 2014 (the "Resolution").

(d) In accordance with the Resolution, the proceeds of the Refunding Bond will be used on May 1, 2014, to refund the Series 2004 Bonds.

1.2 The Refunding Bond shall be in substantially the form set forth in the Resolution; shall be issuable as a fully registered bond, in the denomination of \$11,435,000; shall be dated the date of issuance and delivery; shall bear interest from such date payable

semiannually on May 1 and November 1 of each year, with the first interest payment to be made on November 1, 2014; shall bear interest at the rate of ___%, and shall mature on the first day of May in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>
2015	\$ 1,155,000
2016	1,205,000
2017	1,275,000
2018	1,350,000
2019	1,425,000
2020	1,595,000
2021	1,670,000
2022	1,760,000

1.3 The Refunding Bond shall not be subject to redemption prior to maturity; provided however, at the option of the County, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the County may prepay the Refunding Bond in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the County may make additional principal payments on the Refunding Bond upon fifteen (15) calendar days written notice to the registered owner.

1.4 The Refunding Bond is payable as to both principal and interest from funds of the County legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the territorial limits of the County, lying outside the corporate limits of the City of Harriman, Tennessee and the City of Oak Ridge, Tennessee, without limitation as to time, rate, or amount and for which the punctual payment of the principal of and interest on the Refunding Bond, the full faith and credit, subject to the territorial limits above, of the County has been irrevocably pledged.

Section 2. Representations and Warranties of the County.

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

2.1 The County is a public corporation duly organized and validly existing under the laws of the State of Tennessee, and is authorized and empowered by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as the same may be from time to time supplemented and amended (the "Act"), and its organizational documents

to enter into the transactions contemplated by this Bond Purchase Agreement and to carry out its obligations hereunder.

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

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

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

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

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

2.7 The execution and delivery of this Bond Purchase Agreement, the Refunding Bond, the Resolution, and the other agreements contemplated hereby and in compliance with the provisions thereof will not conflict with or constitute on the part of the County a breach of or a default under any existing agreement, indenture, mortgage, lease, or other instrument to which the County is subject or by which it is or may be bound or, to the best knowledge of the

County, any law, regulation, order, or decree applicable to the County, of any court, regulatory body or administrative body having jurisdiction over the County or its Refunding Bond.

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

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

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

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

Section 3. Representations and Warranties of the Purchaser.

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

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

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

Section 4. Purchase, Sale, and Closing.

4.1 Subject to the terms and conditions herein set forth, the County agrees to sell to the Purchaser and the Purchaser agrees to purchase from the County the Refunding Bond in the principal amount of \$11,435,000 at the price of par.

The closing for the Refunding Bond (the "Closing") will be held on _____, 2014 (the "Closing Date"). Payment for the Refunding Bond shall be made in a manner satisfactory to the County and the Purchaser in immediately available funds (unless agreed upon otherwise by the Purchaser) against delivery to the Purchaser of the Refunding Bond purchased thereby. The Refunding Bond will be delivered at the Closing to the Purchaser.

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

(a) The County's representations hereunder are true as of the date hereof.

(b) The Resolution shall be in full force and effect and shall not have been amended or modified in any way which would adversely affect the Refunding Bond or the rights of any of the Purchaser and there shall have been no material adverse change in the properties, business (financial or otherwise), or results of the operation of the County since the date of the adoption of the Resolution.

(c) The County shall not have defaulted in any of its respective covenants hereunder.

(d) The Refunding Bond and the Resolution, shall have been duly authorized, executed, and delivered in the form heretofore approved by the Purchaser with only such changes therein as the Purchaser and the other parties thereto shall mutually agree upon.

(e) The Purchaser shall have received or approved:

(i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Purchaser;

(ii) an opinion of counsel to the County, dated as of the Closing, in form and substance satisfactory to the Purchaser;

(iii) copy of the executed Resolution; and,

(iv) closing certificates in forms satisfactory to the Purchaser.

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

Section 5. Miscellaneous.

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

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

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

If to the County:

Roane County, Tennessee
P. O. Box 643
Kingston, Tennessee 37763
Attention: County Executive

If to the Purchaser:

_____, Tennessee
Attention:

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their names and on their behalf as follows:

Upon motion of **Commissioner Moore** with second by **Commissioner Collier**, the following Commissioners voted Aye: **Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (13)**

The following Commissioners voted No: **-0-**

The following Commissioners passed: **-0-**

THEREUPON , the County Commission Chairmen announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

RESOLUTIO # 03-14-11

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

A RESOLUTION TO PLACE IN SURPLUS certain Roane County Highway Department vehicles.

WHEREAS, the Roane County Highway department has determined that certain vehicles (as described below) are of no longer use to their department, and

Year	Make/Model	Vehicle Identification Number
1994	Chevrolet Silverado 3500	1GBJK34K7RE264851
2001	Dodge Ram 1500 Pick Up	1B7HC16X91S684511

WHEREAS, the Roane County Highway now seeks to have said vehicles declared surplus, and

NOW, THEREFORE, BE IT RESOLVED that these vehicles are hereby declared surplus property and may be disposed of pursuant to T.C.A. 5-15-108.

SECTION 1. All resolutions in conflict herewith be and the same are repealed insofar as such conflict exists.

SECTION 2. This resolution shall become effective upon passage, the public welfare requiring it.

Upon a motion of **Commissioner Kelley** seconded by **Commissioner Moore**,

The following Commissioners voted Yes: **Berry, Brummett, Cantrell, Collier, East, Ellis, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (13)**

The following Commissioners No: **-0-**

The following Commissioners Passed: **-0-**

THEREUPON, the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

Motion duly made by **Commissioner Moore** with second by **Commissioner Kelley** the March 10, 2012 meeting stood adjourned at 8:50 P.M.

APPROVED:

Chairman James Brummett

Attest:

County Clerk Barbara J. Anthony