

**Board of Commissioners
Carter County, Tennessee
REGULAR SESSION
Monday, August 17, 2020**

**Due to the ongoing COVID-19 pandemic,
this meeting was held electronically with no live public access
for the protection of the health, safety, and welfare of the public.**

Call to Order – Vice-Chairwoman, Patty Woodby called the meeting to order at 6:09 PM.

Roll Call – County Clerk

Present: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Present)

Absent: David Miller (1 Absent)

Quorum present.

Approval of Agenda

Chairwoman Woodby requested that an addition be made to tonight's agenda by adding 6B – Shannon Posada Director Elizabethton/Carter County Animal Shelter, Spay/Neuter Transport Release presentation.

Motion was made by Travis Hill, seconded by Randall Jenkins, **to approve tonight's agenda with the addition as requested.** Recorded on page 575

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (21 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

The vote made by Gary Bailey was inaudible.

Receiving twenty-one (21) ayes, zero (0) nays, (1) absent, **motion carried.**

Opening Prayer– Commissioner Willie Campbell

Acceptance of Meeting Minutes from the July Meeting

Commissioner Travis Hill and Commissioner Charles VonCannon requested typographical errors be corrected.

Motion was made by Mark Blevins, seconded by Isaiah Grindstaff, **to approve the Minutes of the July 20, 2020 meeting with corrections as requested.**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (20 Ayes)

Abstain: Gary Bailey (1 Abstain)
 Nays: None (0 Nays)
 Absent: David Miller (1 Absent)
 Receiving twenty-one (20) ayes, zero (0) nays, one (1) Abstain and (1) absent, **motion carried.**

Approval of Notaries & Bonds

Motion was made by Mike Hill, seconded by Sonja Culler, to approve as presented, the **Notaries/Bonds for August 2020 as listed below.**

NOTARIES/BONDS

Sue A. Chambers	Ann Michelle Odom
Collins Landstreet	Dixie Leonard
E. Kelly Banner	Sandra H. Monger
Christy Hopkins	L. Michelle Melton

Roll Call Vote as follows:

Aye: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nay: None (0 Zero Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, **motion carried.**

Shannon Posada Director Elizabethton/Carter County Animal Shelter – Spay/Neuter Transport Release presentation.

Director Posada spoke, presenting information concerning a new program available. This is a no cost spay/neuter program for feral “community” cats. She noted that a signed release form would be necessary to transport the animals for the service. Also, requested was use of a county vehicle to transport the animals needing this service.

Discussion followed.

Question on the Motion (ending discussion), was made by Randall Jenkins.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, **motion carried.**

Motion was made by Mike Hill, seconded by Randall Jenkins, to approve the request for use of a county vehicle by the Elizabethton/Carter County Animal Shelter for transporting of feral “community” cats for the Spay/Neuter program with the required release being signed. Sample Form on page 576

Roll Call Vote as follows:

Ayes: Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (20 Ayes)

Nays: Mark Blevins and Gary Bailey (2 Nays)
Absent: David Miller (1 Absent)
Receiving twenty (20) ayes, two (2) nays, and one (1) absent, **motion carried.**

RESOLUTIONS

- A. RESOLUTION No. 773**
Honoring the Life of Truman Clark and His Service to the Citizens of Carter County.
Recorded on pages 577-578
- B. RESOLUTION No. 774**
Commemorating the Centennial of the Ratification of the 19th Amendment to the United States Constitution. Recorded on pages 579-580
- C. RESOLUTION No. 775**
Recognizing the Value of the Instruction Provided in the Criminal Justice Correctional Officer Program at Tennessee College of Applied Technology and in Support of the Statewide Expansion of the Program. Recorded on pages 581-582
- D. RESOLUTION No. 776**
Approving a Ground Lease Agreement Between Carter County, Tennessee and United Telephone Southeast, LLC, d/b/a Centurylink for a Tract of Real Property Consisting of Approximately 0.03 Acres Located at 386 Highway 91, Elizabethton, Tennessee.
Recorded on pages 583-595
- E. A RESOLUTION No. 777**
(I) Authorizing the Issuance of Not to Exceed \$16,400,000 in Aggregate Principal Amount of Federal Taxable General Obligation Refunding Bonds of Carter County, Tennessee; (II) Making Provision for the Issuance, Sale and Payment of Said Bonds; (III) Establishing the Terms thereof and the Disposition of Proceeds therefrom; and (IV) Providing for the Levy of Taxes for Payment of Principal of, Premium, if any, and interest on the Bonds. Recorded on pages 596-631

County Attorney read Resolution A, and gave a brief description of Resolutions B, C, D, and E, and presented the same for consideration.

Motion was made by Robert Acuff, seconded by Ross Garland, to adopt as presented, **Resolution A. No. 773.**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, **motion carried.**

Motion was made by Nancy Brown, seconded by Layla Ward, to adopt as presented, **Resolution B. No. 774.**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

Motion was made by Isaiah Grindstaff, seconded by Mike Hill, to adopt as presented, Resolution C. No. 775.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

Motion was made by Mark Blevins, seconded by Charles VonCannon, to adopt as presented, Resolution D. No 776.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

Motion was made by Travis Hill, seconded by Aaron Frazier, to adopt as presented, Resolution E. No. 777.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

RECESS

Vice-Chairwoman, Patty Woodby **recessed** the meeting for fifteen (15) minutes. Following the recess, the meeting was called **back to order** by Vice-Chairwoman Woodby.

MAYORAL REPORT – MAYOR RUSTY BARNETT

Mayor Barnett presented the following update, reports, and recommendation.
COVID-19 update: 160 tested today (8-17-2020), Total Active 481, 6 Deaths

In accordance with T.C.A. 7-86-314, Mayor Barnett requested that his appointment of Bob McNeil to the Carter County Emergency Communications District 9-1-1- Board be confirmed.

Motion was made by Mike Hill, seconded by Mark Tester, to accept and confirm the appointment made by Mayor Barnett, of Bob McNeil to the Carter County Emergency 9-1-1 Board. Term set to expire March 2022. (Order of Appointment on page 632)

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, **motion carried.**

Mayor Barnett continued the report as follows:

Northeast State Community College desires to remain, striping of parking area to be completed soon

Northeast Tennessee Prison Annex – working with them asking them to remain in Carter County

TN Care Act – Funding has been received.

COVID-19, Mask mandate is currently thru August 29th after that date it will be revisited

Update on the resort – Blue Mountanya – Storm water permits approved

ZOOM meeting equipment (microphones, cameras, etc.) Gary Bailey was recognized to present findings and recommendation.

Motion was made by Austin Jaynes, seconded by Mark Tester, **to approve up to \$3,650 and move forward with the purchase of the sound system equipment to better the ZOOM meetings due to the COVID-19 pandemic. It was noted that funding may be possible using funds from the CARES Act Grant.**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, **motion carried.**

COMMITTEE REPORTS

Budget – Chairman Ross Garland presented the following recommendations.

Motion was made by Ross Garland, seconded by Isaiah Grindstaff, **to approve an amendment from the Governor's Local Government Support Grant, line item (46980-020) in the amount of \$18,248.96 to be used to update the Finance Departments Server, line item (52100-709-020).**

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, **motion carried.**

Motion was made by Ross Garland, seconded by Sonja Culler, to approve an amendment from the Governor's Local Government Support Grant line item (46980-020) in the amount of \$3,672.13 to be used for the Animal Shelter. The money will be split with \$1,595 going to line item (55120-790-020) to be used for installing of camera's and \$2,077.13 going to line item (55120-709-020) to be used to obtain a new laptop and desktop computer.

Roll Call Vote as follows:

Ayes: Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Isaiah Grindstaff, Ross Garland, Layla Ward, Randall Jenkins, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (14 Ayes)

Nays: Willie Campbell, Mark Blevins, Mark Tester, Charles VonCannon, Jerry Proffitt, Austin Jaynes, Ginger Holdren, and Gary Bailey. (8 Nays)

Absent: David Miller (1 Absent)

Receiving fourteen (14) ayes, eight (8) nays, one (1) absent, motion carried.

Motion was made by Ross Garland, seconded by Mike Hill, to approve allowing the Mayor to move forward with option #1 from the County's new debt advisor, Raymond James, to do a taxable debt refunding plan with a closing date in the near future. The motion set a threshold for the Mayor to follow. The threshold states that the Mayor can only move forward with the refinancing if the estimated interest savings to the County are no lower than \$1.8 million.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, motion carried.

Motion was made by Ross Garland, seconded by Sonja Culler, to approve the amendment (increase of \$17,393.75) to the 2020 Annual Inflation Adjustment of the Financial Assurance for the Carter County Demolition Landfill.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, motion carried.

Motion was made by Ross Garland, seconded by Mark Tester, to declare miscellaneous equipment items and one vehicle from the Sheriff's Department as surplus. See listing on pages 633-636

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, motion carried.

Motion was made by Ross Garland, seconded by Austin Jaynes, to approve the proposal from Stellar Striping in the amount of \$3,489 coming from (34610-400) and going into line item (51810-799-400) to be used to stripe the parking lot at the Workforce Development Center.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, motion carried.

Motion was made by Ross Garland, seconded by Austin Jaynes, to approve the proposal from Keller Glass in the amount of \$4,212 coming from Cares Act line item (47302) and going into line item (58802-499-888) to be used to put a partition in the Property Assessor's office due to COVID concerns.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, motion carried.

Motion was made by Ross Garland, seconded by Gary Bailey, to approve General Fund #101 Budget Amendment #2 (items 1-6) for a total of \$927,672.89 with nothing coming from Unassigned fund balance. Recorded on page 637

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, motion carried.

Motion was made by Ross Garland, seconded by Willie Campbell, to approve General Purpose School Fund #141 Amendment #1 (items 1-4) for a total of \$25,233.44, with nothing coming from unassigned fund balance. Recorded on page 638

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

Motion was made by Ross Garland, seconded by Layla Ward, to approve School Federal Projects Fund #142 Amendment #1 (items 1 & 2) for a total of \$1,626,075.01 with Nothing coming from fund balance. Recorded on page 639

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

Motion was made by Ross Garland, seconded by Kelly Collins, to approve Head Start Fund #145 Amendment #1 (item 1) for a total of \$80,700 with nothing coming from Head Start fund balance. Recorded on page 639

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

Motion was made by Ross Garland, seconded by Aaron Frazier, to approve the monetary donations made to the Animal Shelter in the amount of \$3,017 and donations made to the Carter County School Department in the amount of \$675.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

Motion was made by Ross Garland, seconded by Isaiah Grindstaff, to approve the non-monetary donations from Walmart made to the Animal Shelter in the approximate amount of \$615.71.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

Budget Chairman, Ross Garland noted that concerns voiced by the Budget Committee, it was desired that due to a detailed 2020-2021 budget not being presented by the Planning/Zoning department, opened the floor for discussion/recommendation.

Motion was made by Mike Hill, seconded by Brad Johnson, to bring the Planning/Zoning Departments 2020-2021 budget back to the Budget Committee for consideration.

Discussion followed. It was noted that the Planning/Zoning Department budget could only be amended.

Question on the Motion (ending discussion), was called for by Bradley Johnson, seconded by Sonja Culler.

Roll Call Vote as follows:

Ayes: Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Jerry Proffitt, Sonja Culler, and Kelly Collins. (11 Ayes)

Nays: Mark Blevins, Isaiah Grindstaff, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Aaron Frazier, and Robin McKamey. (11 Nays)

Absent: David Miller (1 Absent)

Receiving eleven (11) ayes, eleven (11) nays, ~~one (1) absent,~~ **motion failed.**

Therefore, discussion continued. A question was directed to the County Attorney, if every Budget was required to be presented to the Finance Director by the department prior to being presented for consideration.

County Attorney Hardin noted is was required. County Attorney noted that it was clear that miscommunication had occurred. He suggested that Committees forward a draft copy of meeting minutes for the Commissioners packets. This will allow any recommendations made by the committee to be reviewed prior to being presented to the commission for consideration.

Attorney Hardin stressed that it would be a draft copy and it should be labeled as such. The final committee minutes would not be available until they were approved during the committee's next meeting.

Chairwoman Patty Woodby called for a **roll call vote on the original motion, to bring the Planning/Zoning Department 2020-2021 budget back to the Budget Committee for consideration.**

Roll Call Vote as follows:

Ayes: Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (20 Ayes)

Nays: Willie Campbell, and Travis Hill. (2 Nays)

Absents: David Miller (1 Absent)

Receiving twenty (20) ayes, two (2) nays, and one (1) absent, **motion carried.**

Keep Carter County Beautiful and Elizabethton/Carter County Chamber of Commerce

Ross Garland presented a brief update from the committees. No recommendations were to be presented.

Building and Grounds - No additional recommendations were presented.

Education - No additional recommendations were presented.

Financial Management - Committee Chairman, Bradley Johnson announced that the September meeting would be September 14th at 8:30 AM. No additional recommendations presented.

Health and Welfare - No additional recommendations were presented.

Highway - No additional recommendations were presented.

Landfill - Chairwoman, Sonja Culler presented the following recommendation on behalf of the committee.

Motion was made by Sonja Culler, seconded by Mark Blevins, to set a price across the board of \$43.50 per ton with a 3% cost of living increase per year for haulers and \$1.25 per bag at the convenience centers.

During discussion it was noted that Benny Lyons, Solid Waste Director had checked with Blue Ridge Trash. They voiced they would not accept an increase and indicated they would take their trash to Blountville.

A possible contract with Blue Ridge trash was discussed. However, Director Lyons noted that a contract had previously been refused as they were not comfortable with making one.

A friendly amendment was made by Gary Bailey, requesting a contract be made/discussed with Blue Ridge Trash setting a fee for the business.

However, the friendly amendment was **not accepted** as the recommendation came from committee.

Question on the Motion (ending discussion) was made by Mark Blevins, seconded by Austin Jaynes.

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Jerry Proffitt, Austin Jaynes, Ross Garland, Sonja Culler, Robin McKamey, and Kelly Collins. (13 Ayes)

Nays: Nancy Brown, Mike Hill, Isaiah Grindstaff, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, and Aaron Frazier. (9 Nays)

Absent: David Miller (1 Absent)

Receiving thirteen (13) ayes, nine (9) nays, and one (1) absent, **motion failed.**

DRAFT

Discussion continued. Chairwoman Culler stressed that this recommendation was made by the committee as presented.

Roll Call Vote as follows:

Ayes: Mark Blevins, Mark Tester, Charles VonCannon, Jerry Proffitt, Austin Jaynes, Gary Bailey, Travis Hill, and Robin McKamey. (8 Ayes)

Nays: Willie Campbell, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Isaiah Grindstaff, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Sonja Culler, Aaron Frazier, and Kelly Collins. (14 Nays)

Absent: David Miller (1 Absent)

Receiving eight (8) ayes, fourteen (14) nays, and one (1) absent, **motion failed.**

Motion was made by Gary Bailey, seconded by Austin Jaynes, to raise the tipping fee to \$42.50 Per ton effective October 1, 2020, with everyone except businesses with an agreed contract.

A friendly amendment was made by Travis Hill, requesting Blue Ridge Trash be offered the same contract as the City of Elizabethton. The change, if accepted, would be effective October 1, 2020.

The friendly amendment was accepted.

DRAFT

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Nancy Brown, Patty Woodby, Mark Tester, Charles VonCannon, Jerry Proffitt, Austin Jaynes, Layla Ward, Ginger Holdren, Gary Bailey, Travis Hill, Aaron Frazier, and Robin McKamey. (14 Ayes)

Nays: Robert Acuff, Mike Hill, Bradley Johnson, Isaiah Grindstaff, Ross Garland, Randall Jenkins, Sonja Culler, and Kelly Collins. (8 Nays)

Absent: David Miller (1 Absent)

Receiving fourteen (14) ayes, eight (8) nays, and one (1) absent, **motion carried.**

Nominating – Committee Chairperson Patty Woodby

Motion was made by Travis Hill, seconded by Willie Campbell, to accept and approve the appointment of Sharon Richardson to the Library Board. (Term Expires Sept. 2023)

Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0) nays, and (1) absent, **motion carried.**

Agricultural Committee Travis Hill presented a brief report. No recommendations were presented.

Rules & By-Laws – Committee Chairman Randall Jenkins. No recommendation was presented.

County Attorney Report -- Joshua Hardin, County Attorney

Motion was made by Mark Blevins, seconded by Willie Campbell, to allow refund of the purchase price made by Eugene Lewis, for property purchased during a tax sale. The error was made due to an assessment error. The amount of refund is the purchase price made at the sale. See pages 640-651

Roll Call Vote as follows: Roll Call Vote as follows:

Ayes: Willie Campbell, Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Layla Ward, Ginger Holdren, Randall Jenkins, Gary Bailey, Travis Hill, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (22 Ayes)

Nays: None (0 Nays)

Absent: David Miller (1 Absent)

Receiving twenty-two (22) ayes, zero (0 nays, and (1) absent, **motion carried.**

The replacement of the 7th District Commissioner, Ray Lyons was discussed. Attorney Hardin noted that because of the date of resignation, this would be placed on the November 2020 ballot. The individual would be listed as an independent candidate. The proper requirements and paperwork must be filed with the election office by 12:00 Noon on August 20th.

County Attorney Report, Joshua Hardin August 2020 report entered in the minutes on page 652.

Commissioner Comments

Commissioner Charles VonCannon praised the Elizabethton/Carter County Health Department for the "well organized" testing being done in connection with the COVID-19.

Commissioner Ross Garland spoke regarding September being appointments to committees. It was stated that a written request be made with the County Clerk's office.

Commissioner Robert Acuff spoke concerning the animosity between the Finance Director and the Planning/Zoning Director. He requested due to the tension they meet with Attorney Hardin.

Motion was made by Robert Acuff, seconded by Sonja Culler, to have Finance Director, Brad Burke, and Planning/Zoning Director Chris Schuettler, with County Attorney Joshua Hardin.

Roll Call Vote as follows:

Ayes: Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby, Bradley Johnson, Mark Tester, Charles VonCannon, Isaiah Grindstaff, Jerry Proffitt, Austin Jaynes, Ross Garland, Ginger Holdren, Sonja Culler, Robin McKamey, and Kelly Collins. (15 Ayes)

Nays: Layla Ward, Randall Jenkins, Gary Bailey, Travis Hill, and Aaron Frazier. (5 Nays)

Abstain: Willie Campbell, and Mark Blevins (2 Abstain)

Absent: David Miller (1 Absent)

Receiving fifteen (15) ayes, five (5) nays, two (2) abstaining) and one (1) absent, **motion carried.**

Commissioner Ginger Holdren urged everyone to follow Roberts Rules of Order during meetings.

Commissioner Mike Hill spoke concerning students testing positive for the COVID-19.

Motion to adjourn was made by Mark Blevins, seconded by Aaron Frazier. By majority voice vote, **motion carried. Meeting ended at 10:06 PM.**

DRAFT

AGENDA
Board of County Commissioners
Carter County, Tennessee
REGULAR SESSION
Monday, August 17, 2020 at 6:00 PM

****Conducted electronically with live public access for the protection of the health, safety and welfare of the public due to the ongoing COVID-19 pandemic****

1. Call to Order
2. Roll Call- **County Clerk**
3. Approval of Agenda
4. Opening Prayer- **Commissioner Willie Campbell**
5. Acceptance of Meeting Minutes From July Meeting
6. Approval of Notaries & Bonds
7. Resolutions:
 - A. Honoring the Life of Truman Clark and His Service to the Citizens of Carter County.
 - B. Commemorating the Centennial of the Ratification of the 19th Amendment to the United States Constitution.
 - C. Recognizing the Value of the Instruction Provided in the Criminal Justice: Correctional Officer Program at Tennessee College of Applied Technology and in Support of the Statewide Expansion of the Program.
 - D. Approving a Ground Lease Agreement Between Carter County, Tennessee and United Telephone Southeast, LLC, d/b/a Centurylink for a Tract of Real Property Consisting of Approximately 0.03 Acres Located at 386 Highway 91, Elizabethton, Tennessee.
 - E. A Resolution (I) Authorizing the Issuance of Not to Exceed \$16,400,000 in Aggregate Principal Amount of Federally Taxable General Obligation Refunding Bonds of Carter County, Tennessee; (II) Making Provision for the Issuance, Sale and Payment of Said Bonds; (III) Establishing the Terms thereof and the Disposition of Proceeds therefrom; and (IV) Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds.
8. Mayoral Report – **Mayor Rusty Barnett**
9. Committee Reports
10. County Attorney Report
11. Commissioner Comments
12. Adjourn

This Page

is left

Intentionally Blank

Spay/Neuter Transport Release

This release form is to be used when any privately owned animal is to be transported by any employee, contractor or volunteer of the Elizabethton/Carter County Animal Shelter (ECCAS) for the purpose of being spayed/neutered.

Owner _____
Address _____
Phone _____
Description of animal _____

DRAFT

_____ I am 18 years of age or older and I am the legal owner of or have legal possession of the animal(s) listed above.

I hereby freely and voluntarily provide my consent for ECCAS employees, staff, contractors or volunteers to take possession of my animal(s) and transport the same to any facility of their choosing, wheresoever located, for the purpose of having my animal(s) spayed/neutered.

_____ I acknowledge and understand that accidents may occur while transporting my animal(s) and it is possible that my animal(s) may escape or be injured and also that permanent loss or death of my animal(s) may occur. I freely and voluntarily accept this risk and will not hold the ECCAS, Carter County, the City of Elizabethton or any agent thereof responsible for the loss, injury or death of my animal(s) during their lawful possession thereof, especially while transporting my animals to and from the spay/neuter facility.

_____ I acknowledge and understand the ECCAS brings in animals every day with unknown medical conditions and communicable diseases including, but not limited to, parvovirus, distemper, upper respiratory infections and bordatella (kennel cough), and that the my animal(s) may be transported using the same vehicle(s) or equipment. I will not hold the ECCAS, Carter County, or the City of Elizabethton or any agent thereof responsible for illness or death of my animal(s) resulting from any sickness acquired while being transported or stored in any building, vehicle or equipment owned by ECCAS.

_____ I acknowledge and understand that while my animal(s) is/are awaiting a medical procedure at the facility chosen by ECCAS representatives it is possible that my animal(s) may escape or be injured and also that permanent loss or death of my animal(s) may occur. Further, there are inherent risks associated with any medical procedure, including spay/neuter procedures, and I freely and voluntarily accept this risk and will not hold the ECCAS, Carter County, the City of Elizabethton or any agent thereof responsible for the loss, injury or death of my animal(s) during their lawful possession thereof, especially while at the spay/neuter facility or resulting from any medical procedure performed at said facility.

_____ I hereby forever release, acquit, discharge, indemnify and hold harmless Carter County, the City of Elizabethton, the ECCAS, the ECCAS Board and any and all of their respective agents, employees, advisors, or representatives from and against any and all claims, damages, expenses, causes of action or demands of any nature of cause whatsoever, at law or in equity, including costs and attorney fees, asserted by me or any other person or entity, arising out of or relating to my voluntary decision to permit my animal(s) to be transported by ECCAS employees, staff, contractors or volunteers for the purpose of being spayed/neutered.

I have carefully read this waiver of liability agreement and fully understand and agree to the contents thereof.

Signature _____ Date _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, AUGUST 17, 2020

RESOLUTION NO. 773

"A RESOLUTION HONORING THE LIFE OF TRUMAN CLARK AND HIS SERVICE TO THE
CITIZENS OF CARTER COUNTY"

WHEREAS, Truman Clark was born on February 27, 1937 in Elizabethton, Tennessee,
the son of William Ed Clark and Juanita Welch Clark; and

WHEREAS, Mr. Clark was a graduate of Elizabethton High School, received training as
a Certified Public Administrator at the University of Tennessee, and was part owner of Clark
Lumber Company for over twenty years; and

WHEREAS, Mr. Clark served his country in the United States Army and was a Retired
Captain in the Reserves; and

WHEREAS, Mr. Clark served his community and the citizens of Carter County as a
member of the Carter County Board of Commissioners for one term and as County Executive
for five terms from 1982-2002; and

WHEREAS, Mr. Clark served the citizens of not just Carter County but all of Northeast
Tennessee with his service on many local boards, including, but not limited to, the Tennessee
Advisory Commission on Intergovernmental Relations, First Tennessee Development District,
Tennessee State Solid Waste Board, First Tennessee Human Resource Agency, and the Upper
East Tennessee Human Development Agency; and

WHEREAS, Mr. Clark was also very involved in the community throughout his life and
was a past Master Mason at the Watauga Masonic Lodge #622, York Rite, Scottish Rite, and
Shriner, and also enjoyed coaching Little League baseball in Carter County and serving as the
District Administrator; and

WHEREAS, Truman Clark passed away on July 10, 2020 and will be greatly missed by
all who knew him; and

WHEREAS, his dedication to the citizens of Carter County and his community during his
life clearly illustrates his character and leaves a great legacy and example for others to follow;
and

WHEREAS, it is appropriate for the Board of County Commissioners and the Carter
County Mayor to honor citizens whose selfless public service has benefited their community and
the citizens of Carter County in significant ways.

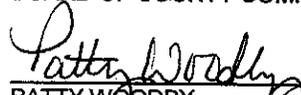
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for
Carter County, Tennessee, meeting in regular session on this the 17th day of August, 2020, with
a lawful quorum of said Board being present and with a majority voting in the affirmative, that
the Board hereby adopts this Resolution, being joined by Carter County Mayor Russell Barnett,
to recognize and honor the life of Truman Clark and his service to the citizens of Carter County
during his lifetime.

Reviewed and approved by the Health and Welfare Committee on August 4, 2020.


Committee Chairperson

Adopted this 17th day of August, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS



PATTY WOODBY
INTERIM CHAIRWOMAN
BOARD OF COUNTY COMMISSIONERS

RUSSELL BARNETT
CARTER COUNTY MAYOR

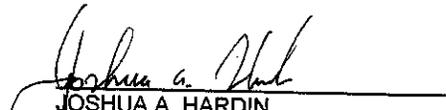
ATTEST:



MARY GOUSE
CARTER COUNTY CLERK

DRAFT

APPROVED AS TO FORM:



JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, AUGUST 17, 2020

RESOLUTION NO. 774

"A RESOLUTION COMMEMORATING THE CENTENNIAL OF THE RATIFICATION OF THE 19TH AMENDMENT TO THE UNITED STATES CONSTITUTION."

WHEREAS, the year Two Thousand and Twenty (2020) marks the 100th Anniversary of the ratification of the 19th Amendment to the United States Constitution which provides that "The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex"; and

WHEREAS, during the women's suffrage movement in this country women fought for the right to vote for more than a century and ultimately persevered in the face of continual resistance; and

WHEREAS, a women's suffrage amendment was first introduced in the United States Congress in 1878, and thereafter women's groups intensified their efforts to ratify the amendment by approval of the required three-fourths of the states in the union; and

WHEREAS, Tennessee played a vital role in the ratification of the 19th Amendment, and throughout the women's suffrage movement many prominent Tennessee women organized support throughout the state and advocated for the rights of women to vote; and

WHEREAS, on August 18, 1920, Tennessee, by a margin of one vote in the State House of Representatives, became the 36th state to ratify the amendment, thereby ensuring its adoption; and

WHEREAS, on August 26, 1920, the United States Secretary of State issued a proclamation that officially declared the ratification of the 19th Amendment and made it part of the United States Constitution; and

WHEREAS, August 18, 2020 will mark the centennial of the vote in The Tennessee House that made Tennessee the 36th and final state needed to ratify the 19th Amendment; and

WHEREAS, August 26, 2020 will mark the nationwide centennial of the 19th Amendment officially becoming a part of the United States Constitution; and

WHEREAS, the daughters, granddaughters and great-granddaughters of the women who fought so hard to secure the right to vote have been making their voices heard at the polls for the last 100 years; and

WHEREAS, throughout Tennessee and across the country more and more women are running for office and currently hold more elected offices than at any other time in history, following in the footsteps of these great suffragists; and

WHEREAS, Carter County and all other government entities at the local, state, and national levels should commemorate and recognize this historic milestone and reaffirm the commitment to empowering and uplifting the voices of women.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 17th day of August, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Board hereby adopts this Resolution commemorating the centennial of the approval of the 19th Amendment in Tennessee, and the Ratification of the 19th Amendment to the Constitution of the United States of America.

BE IT FURTHER RESOLVED that the Board recognizes and honors the role of the ratification of the 19th Amendment in promoting the core values of our democracy as set forth in the Constitution of the United States.

DRAFT

BE IT FURTHER RESOLVED that the Board reaffirms its desire to continue strengthening democratic participation and to inspire future generations to cherish and preserve the historic precedent established by the 19th Amendment.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval, the welfare of the county demanding.

Reviewed and approved by the Health and Welfare Committee on August 4, 2020.


Committee Chairperson

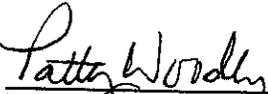
Adopted this 17th day of August, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

DRAFT

APPROVED:

By:

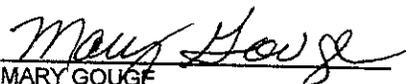

PATTY WOODBY
INTERIM CHAIRWOMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

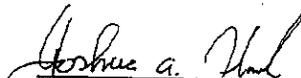
By:

RUSSELL BARNETT
CARTER COUNTY MAYOR

ATTEST:


MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:


JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, AUGUST 17, 2020

RESOLUTION NO. 775

"A RESOLUTION TO RECOGNIZE THE VALUE OF THE INSTRUCTION PROVIDED IN THE CRIMINAL JUSTICE: CORRECTIONAL OFFICER PROGRAM AT TENNESSEE COLLEGE OF APPLIED TECHNOLOGY AND IN SUPPORT OF THE STATEWIDE EXPANSION OF THE PROGRAM"

WHEREAS, the Criminal Justice: Correctional Officer Program offered as a course of study at the Tennessee College of Applied Technology (TCAT) in Elizabethton provides valuable instruction to students interested in a career in corrections and law enforcement in general, and is an asset to Carter County and the surrounding region; and

WHEREAS, students enrolled in the program receive classroom instruction in many vital content areas and are also able to obtain hands on experience to prepare them for a successful career as a correctional officer; and

WHEREAS, students successfully completing the program receive a basic certification from the Tennessee Corrections Institute and various specific trainings certified by the Tennessee Department of Corrections and the National Institute of Corrections; and

WHEREAS, Mr. Myles Cook, who is the program instructor locally at the TCAT Campus in Elizabethton, is a former Carter County Sheriff's Deputy, has multiple years of experience as a correctional officer and currently serves as a Carter County Constable; and

WHEREAS, the expansion of this program to other TCAT campuses across the state of Tennessee would provide an excellent resource and valuable instruction to those aspiring to serve their communities as correctional officers or work in the law enforcement field; and

WHEREAS, the Board of County Commissioners recognizes the value of having Mr. Cook providing this needed instruction locally and fully supports the expansion of this program to other TCAT campuses across the state.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 17th day of August, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Board hereby recognizes the quality of instruction provided locally by Mr. Myles Cook in the Criminal Justice: Correctional Officer program at the Elizabethton TCAT campus and fully supports the expansion of the program to other TCAT campuses across the state.

Approved by the Law Enforcement Committee on August 17, 2020.

Committee Chairperson

Adopted this 17th day of August, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Patty Woodby

PATTY WOODBY
INTERIM CHAIRWOMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Russell Barnett
RUSSELL BARNETT
CARTER COUNTY MAYOR

ATTEST:

Mary Gouge
MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin
JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

U:\Carter County - Attorney\Resolutions - TCAT Corrections Program\Myles Cook.docx

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, AUGUST 17, 2020

RESOLUTION NO. 776

"RESOLUTION APPROVING A GROUND LEASE AGREEMENT BETWEEN CARTER COUNTY, TENNESSEE AND UNITED TELEPHONE SOUTHEAST LLC, d/b/a CENTURYLINK FOR A TRACT OF REAL PROPERTY CONSISTING OF APPROXIMATELY .03 ACRES LOCATED AT 386 HIGHWAY 91, ELIZABETHTON, TENNESSEE."

WHEREAS, pursuant to Tenn. Code Ann. §7-51-904 the Board of County Commissioners, as the governing body of Carter County, Tennessee may enter into a lease agreement for real property for a period of five (5) years or more if approved by a resolution of said body following proper notice provided to the public; and

WHEREAS, Carter County owns the real property located at 386 Highway 91 in Elizabethton, a small portion of which, consisting of approximately .03 acres, is located near the margin of Judge Don Lewis Blvd. that United Telephone Southeast LLC, d/b/a CenturyLink desires to lease for purposes of continued operation of a "pair gain wire center" which is currently located on said property; and

WHEREAS, the parties have formulated a Lease Agreement to effectuate the lease of said real property for a term of twenty-five (25) years which is attached hereto as an exhibit; and

WHEREAS, proper notice of the consideration of said Lease Agreement was provided to the public in advance and the Board of Commissioners feels the agreement is proper and in the best interest of the citizens of Carter County.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 17th day of August, 2020, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Board hereby adopts this Resolution approving the Lease Agreement as detailed herein and attached hereto.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval the welfare of the county demanding.

BE IT FURTHER RESOLVED that all Resolutions of the Board of County Commissioners of Carter County, Tennessee which are in conflict with this Resolution are hereby repealed.

Reviewed and approved by the Buildings and Grounds Committee on August 4, 2020.

Committee Chairperson

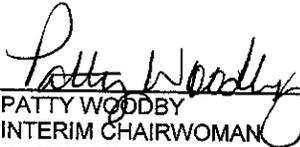
DRAFT

Adopted this 17th day of August, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:



PATTY WOODBY
INTERIM CHAIRWOMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Russell Barnett
RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

By: _____
RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES

_____ NO VOTES

_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

By: _____
PATTY WOODBY
INTERIM CHAIRWOMAN
BOARD OF COUNTY COMMISSIONERS

Date: _____

ATTEST:

Mary Gouge
MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin
JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

GROUND LEASE

This Ground Lease ("Lease") is entered as of the date it is last signed by both parties ("Effective Date") by and between CARTER COUNTY ("Landlord") and UNITED TELEPHONE SOUTHEAST LLC, d/b/a CENTURYLINK ("Tenant"). Landlord and Tenant may sometimes be referred to in this Lease individually as a "party" or collectively as the "parties."

BACKGROUND:

Landlord owns certain real property being legally described on Exhibit A attached to and incorporated by reference into this Lease ("Land"). Tenant has previously leased the Premises (defined below) under a lease agreement that expired in 2017. Tenant desires to continue to lease said Premises from Landlord for placing and maintaining certain equipment and facilities. Landlord is willing to lease a portion of the Land to Tenant upon the terms and conditions set forth in this Lease.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Landlord and Tenant agree as follows:

1. **Lease of Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant on an exclusive basis and Tenant leases from Landlord a portion of the Land ("Premises"), the Premises being legally described on Exhibit B attached to and incorporated by reference into this Lease.

2. **Access and Permitted Use**

2.1 Tenant will have access to the Premises 24 hours per day, 7 days per week.

2.2 Tenant, its employees, agents and contractors, will have exclusive use of the Premises: (a) for the purpose of installing, constructing, operating, maintaining, expanding, repairing, replacing and removing a communication system that Tenant may require from time to time, consisting of but not limited to underground cables, wires, conduits, manholes, drains, fiber, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines or cables, towers, poles, buildings and related facilities or structures as are reasonably necessary for Tenant to exercise the rights granted to it in this Lease, upon, over, through, under and along the Premises (collectively, "Facilities"); (b) have a right of reasonable ingress and egress over and across the Premises and Land and any real property owned or controlled by Landlord that is adjacent to the Premises or Land for the purpose of Tenant accessing the Premises and otherwise exercising the rights granted to it in this Lease; and (c) have the right to clear and keep clear all trees, roots, brush and other obstructions from the surface and sub-surface of the Premises that unreasonably interfere with Tenant exercising the rights granted to it in this Lease ((a), (b) and (c), collectively, "Permitted Use").

3. **Term.** The term of this Lease will begin on the Effective Date and continue for a period of 25 years from the Effective Date ("Initial Term"). Tenant may terminate this Lease for any reason or no reason by providing one year's notice of termination at any time.

4. **Annual Rent.** During the Initial Term, Tenant will pay to Landlord as rent for the Premises the sum of \$500 per year ("Annual Rent"). Annual Rent will be paid in advance of the annual

effective date during the Term without any prior demand and without any set-off or deductions. Tenant will make all payments of Annual Rent (or any other payments Tenant is required to make to Landlord under this Lease) payable to Landlord and deliver the same in the manner for giving notice prescribed in Section 14.1, or by regular United States first class mail, postage prepaid, to Landlord at the following address:

CARTER COUNTY
801 EAST ELK AVENUE
ELIZABETHTON, TN 37643

Landlord will give notice to Tenant of any change in this payment address in the manner for giving notice prescribed in Section 14.1.

In addition, Tenant agrees to pay Landlord, and Landlord agrees to accept, the lump sum of \$1500.00 as payment in full of rent for the period between the expiration of the previous lease agreement and the Effective Date of this Lease.

5. **Indemnification, Hold Harmless and Duty to Defend.** Tenant will indemnify, hold harmless and defend Landlord from and against any and all claims, suits, actions, damages, penalties, losses, liabilities, costs, expenses, fees (including reasonable attorneys' fees) of third-parties in connection with the loss of life, bodily injury or damage to property arising from or out of Tenant's exercise of the rights granted to it under this Lease, except to the extent caused by the negligence or intentional misconduct of Landlord, its employees, agents or contractors.

6. **Default and Remedies.** A party's failure to perform any obligation under this Lease within 30 days of its receipt of notice of non-performance from the other party will constitute a default. However, if the non-performance cannot reasonably be cured within such 30-day period, it will not be a default under this Lease if the non-performing party commences action to cure the non-performance within such 30-day period and proceeds with due diligence to cure and fully cures the non-performance. In the event of a default, the non-defaulting party may resort to any remedies to which it is entitled under this Lease, at law or in equity. All remedies to which a party is entitled are cumulative and are not exclusive of other remedies to which a party may be entitled. Use of one or more remedies does not bar the use of any other remedy.

7. **Waiver of Jury Trial.** The parties irrevocably and unconditionally waive their right to a jury trial in any court action arising among the parties under this Lease, whether made by claim, counterclaim, third-party claim or otherwise. This waiver of jury trial will survive the expiration or termination of this Lease.

8. **Assignment and Sublease.** Tenant will not assign this Lease in whole or in part and will not sublease all or any portion of the Premises, without the prior consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Tenant may assign this Lease in whole or in part or sublease all or any portion of the Premises without the prior consent of Landlord to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or

consolidation involving Tenant or any of Tenant's direct or indirect parent companies; (c) any entity that acquires a majority of the equity interests in Tenant or a direct or indirect parent company of Tenant; and (d) the purchaser of all or substantially all of Tenant's assets located in the village, city, town, township or municipality where the Premises is located.

9. **Maintenance.** Tenant will maintain the Premises in reasonably proper and safe condition.

10. **Utilities.** Tenant may, at its own expense, bring to and place at the Premises electrical or other utility service for Tenant's use, and if required by the utility, Landlord will grant a separate easement or separate license to the utility for the purpose of utility bringing its service to and having access to the Premises. Tenant will pay when due all charges for heat, water, sewage, electricity, telephone and any other utility used or consumed by it on the Premises and in exercising the rights granted to it under this Lease and will contract for those services in its own name.

11. **Landlord Representations.** Landlord represents and warrants to Tenant that: (a) Landlord is the owner of the Premises and Land and will defend title to the Premises and Land against the claims of any and all persons; (b) Landlord has full authority to enter into this Lease according to its terms; and (c) to the best of Landlord's knowledge, the Premises and Land are free from any form of contamination and contain no hazardous, toxic or dangerous substances.

12. **Quiet Enjoyment.** Provided Tenant is not in default under this Lease, Tenant will peaceably and quietly hold and enjoy the Premises during the Term without hindrance or interruption.

13. **Condemnation.** If the entire Premises is appropriated or taken under the power of eminent domain by any public or quasi-public authority or conveyed in lieu thereof (collectively, "Condemned" or "Condemnation"), this Lease will terminate as of the earlier of the date of taking of possession by the condemning authority or the date title to the Premises vests in the condemning authority. If any portion of the Premises is Condemned, Landlord will provide written notice to Tenant of the same, setting forth in detail the circumstances of the same, including the portion so Condemned. Thereafter, if the remaining portion of the Premises is unsuitable for Tenant's Permitted Use, as reasonably determined by Tenant, Tenant may terminate this Lease by giving notice to Landlord within 60 days after Tenant's receipt of the written notice from Landlord advising as to the circumstances of the Condemnation. All compensation awarded or paid in connection with a Condemnation to Landlord will belong to and be the property of Landlord. Tenant may claim in the Condemnation proceedings as its own award any amounts as may be allowed for the costs for its Facilities and for the relocation of such Facilities.

14. **Notice.**

14.1 Whenever any notice, consent, approval, request, demand or authorization and the like (collectively, "Notice") is required or permitted under this Lease, the same must be in writing. Notice must be delivered by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service to the parties at the following addresses:

If Notice to Landlord:

CARTER COUNTY
801 EAST ELK AVENUE
ELIZABETHON, TN 37643

If Notice to Tenant:

CenturyLink
100 CenturyLink Drive
Monroe, LA 71203
Attn: Network Real Estate

14.2 Notice will be deemed effective on the date shown on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address in Section 14.1 by giving Notice of address change to the other party in the manner for giving Notice prescribed in Section 14.1.

15. **Miscellaneous** (a) This Lease contains all the promises, agreements, conditions and understandings between the parties concerning the subject matter of this Lease, and there are no oral agreements or understandings between the parties affecting this Lease. This Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties with respect to the subject matter of this Lease; (b) Except as may be otherwise expressly allowed for under this Lease, no provision of this Lease is deemed amended or modified unless amended or modified in a writing signed and dated by all parties; (c) The waiver by a party of any breach of any term, agreement or condition contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other term, agreement or condition. No agreement, term or condition of this Lease will be deemed to have been waived unless the waiver is in writing signed by the party charged with the waiver; (d) If any part of this Lease becomes or is held to be invalid for any reason, such determination will affect only the invalid portion of this Lease, and the remainder of this Lease will stand and remain in full force and effect as if the invalid provision had not been a part of this Lease; and (e) This Lease will be governed, construed and interpreted in accordance with the laws of the State where the Premises is located.

16. **Recording.** Neither party will record this Lease in whole or in part. However, Tenant may record a memorandum of this Lease that is in both form and substance the same as the memorandum of lease set forth on Exhibit C attached to and incorporated by reference into this Lease ("Memorandum of Ground Lease"), and both parties will sign and notarize the same. Tenant will pay for all recording costs and fees relative to the Memorandum of Ground Lease, and after recording, Tenant will provide Landlord with a file-stamped copy of the recorded Memorandum of Ground Lease. Upon the expiration or termination of this Lease, Landlord may sign and record a release of any recorded Memorandum of Ground Lease without Tenant's permission, input or signature on the release.

17. **Successor and Assigns.** The obligations of Landlord and Tenant under this Lease are intended to and will bind their respective successors and permitted assigns. This Lease runs with the Land and Premises, and any purchaser of the Land or Premises will take the same subject to this Lease.

18. **Surrender of Premises.** Upon the expiration or earlier termination of this Lease, Tenant will remove the Facilities, Tenant will complete any removal within ninety (90) days of the expiration or earlier termination of this Lease. During such 90-day period, Tenant will have the same rights of access/reasonable ingress and egress as are set forth in Sections 2.1 and 2.2 in order to accomplish such removal. Tenant will promptly repair any damage to the Premises caused by such removal, reasonable wear and tear excepted. Upon the completion of the removal of any Facilities and completion of any damage repair, Tenant will thereafter peaceably surrender the Premises to Landlord in its then "as is" condition.

19. **Counterparts, Facsimile and Electronic Mail Signatures.** This Lease may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Lease transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature.

The parties have entered this Lease as of the Effective Date.

"Landlord"

"Tenant"

CARTER COUNTY, TN

UNITED TELEPHONE SOUTHEAST LLC,
d/b/a CENTURYLINK

By: [Redacted]

By: [Redacted]

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Signature Date: 8-27-2020

Signature Date: [Redacted]

EXHIBIT A TO GROUND LEASE

LAND

State Hwy #91, Control Map 035, Parcel 067. 00. Warranty Deed DB 361/PG 103

EXHIBIT B TO GROUND LEASE

PREMISES

DRAFT

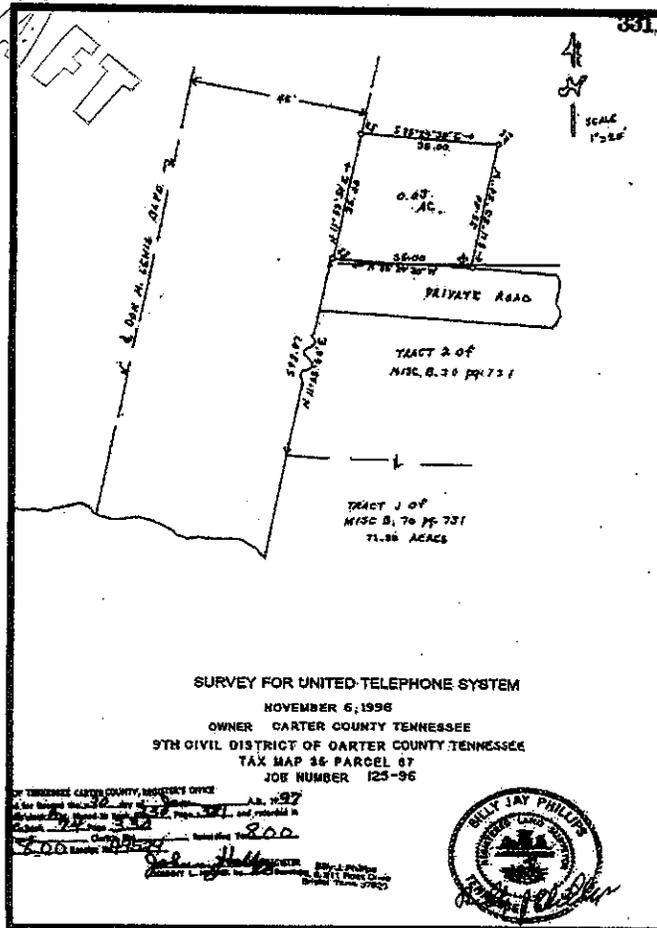


EXHIBIT C TO GROUND LEASE

MEMORANDUM OF GROUND LEASE

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease ("Memorandum") is entered into as of the date it is last signed by the parties ("Effective Date") and between _____ ("Landlord") and [REDACTED] ("Tenant").

1. Landlord owns certain real property that is legally described on Exhibit A attached to and incorporated by reference into this Memorandum ("Land").
2. Landlord and Tenant entered that certain Ground Lease dated _____, portion of the Land from Landlord ("Premises"), the Premises being legally described on Exhibit B attached to and incorporated by reference into this Memorandum.
3. The term of the Ground Lease commenced on _____ and continues for a period of _____ years from that date ("Initial Term"), and upon the expiration of the Initial Term, the Ground Lease will automatically renew for _____ successive periods of _____ years each (each a "Renewal Term").

Landlord and Tenant prepared and entered into this Memorandum for the purpose of recording the same to evidence the existence of the Ground Lease, its Initial Term and the Renewal Terms.

5. The obligations of Landlord and Tenant under the Ground Lease are intended to and will bind their respective successors and permitted assigns. The Ground Lease runs with the Land and Premises, and any purchaser of the Land or Premises will take the same subject to the Ground Lease. This Memorandum in no way modifies the provisions of the Ground Lease.

Landlord and Tenant have entered this Memorandum as of the Effective Date.

LANDLORD:

Carter County TN

By: Russell Barnett
Printed Name: RUSSELL BARNETT
Title: MAYOR
Signature Date: 8-27-2020

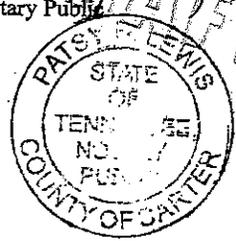
THE STATE OF TN)
COUNTY OF Carter)

BE IT REMEMBERED, that on this 27 day of August, 2020 before me, a Notary Public in and for said County and State, came Russell Barnett who is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same to be the act and deed of _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Patsy H. Lewis
Notary Public

My appointment expires:
01-23-23



TENANT:

~~INSTRUMENT~~

By: _____
Printed Name: _____
Title: _____
Signature Date: _____

THE STATE OF _____)
)
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 201_, before me, a Notary Public in and for said County and State, came _____, who is the _____ of _____, and is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same as the act and deed of _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

EXHIBIT A TO MEMORANDUM OF GROUND LEASE

LAND

EXHIBIT B TO MEMORANDUM OF GROUND LEASE

PREMISES

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, AUGUST 17, 2020

RESOLUTION NO. 777

A RESOLUTION (I) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$16,400,000 IN AGGREGATE PRINCIPAL AMOUNT OF FEDERALLY TAXABLE GENERAL OBLIGATION REFUNDING BONDS OF CARTER COUNTY, TENNESSEE; (II) MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; (III) ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND (IV) PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to authority granted by Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, Carter County (the "County") issued its General Obligation Refunding Bonds, Series 2010, dated October 7, 2010 maturing on May 1, 2022 through May 1, 2035 (the "Outstanding Bonds"); and

WHEREAS, under the provisions of Section 9-21-101 et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said counties; and

WHEREAS, under applicable federal tax laws, refunding bonds may not be issued on a tax-exempt basis in order to refund outstanding bonds more than 90 days prior to their first optional redemption date; and

WHEREAS, the Outstanding Bonds are not subject to optional redemption until May 1, 2021; and

WHEREAS, the plan of refunding for the Outstanding Bonds has been submitted to the Director of the Division of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and Section 9-21-134, Tennessee Code Annotated, respectively, and the State Director has acknowledged receipt thereof and reported thereon to the County, which report is attached hereto as Exhibit A; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to refund all or a portion of the Outstanding Bonds by the issuance of general obligation refunding bonds; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this Resolution for the purpose of authorizing not to exceed \$16,400,000 in aggregate principal amount of its federally taxable general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Carter County, Tennessee, meeting in regular session on this the 17th day of August, 2020, with

a lawful quorum of said Board being present and with a majority voting in the affirmative, as follows:

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

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean not to exceed \$16,400,000 in aggregate principal amount of General Obligation Refunding Bonds (Federally Taxable) of the County, to be dated their date of issuance, having such series designation and such other dated date as the Mayor shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Clerk" means the County Clerk of the County;

(d) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(e) "County" means Carter County, Tennessee;

(f) "Debt Management Policy" means the Debt Policy approved by the Governing Body;

(g) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(h) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(i) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(j) "Escrow Agent" means U.S. Bank National Association as the escrow agent under the Refunding Escrow Agreement;

(k) "Finance Director" means the Finance Director of the County;

(l) "Governing Body" means the Board of County Commissioners of the County;

(m) "Mayor" means the County Mayor;

(n) "Municipal Advisor" means Raymond James & Associates, Inc., Nashville, Tennessee;

(o) "Outstanding Bonds" shall have the meaning assigned to it in the preamble;

(p) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 8 hereof;

(q) "Refunding Escrow Agreement" means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the County and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit B, subject to such changes thereto as shall be permitted by the terms of this resolution; and

(r) "Registration Agent" means U.S. Bank National Association, Nashville, Tennessee, as registration and paying agent for the Bonds, or any successor designated by the Governing Body.

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

(a) The Governing Body makes the following findings with respect to the issuance and sale of the Bonds and the County's Debt Management Policy: (i) the issuance of the Bonds to refund the Outstanding Bonds is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds; and (ii) the term of the refunding bonds is within the original term of the Outstanding Bonds.

(b) The refunding report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A.

(c) It is advantageous to the County to deposit proceeds from the sale of the Bonds and other funds of the County, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Bonds and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued federally taxable general obligation refunding bonds in the aggregate principal amount of not to exceed \$16,400,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Refunding Bonds (Federally Taxable)" and shall be dated their date of issuance, having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not exceeding the maximum interest rate permitted by applicable law at the time of sale of the Bonds or any emission thereof, payable semi-annually on May 1 and November 1 in each year, commencing November 1, 2020. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on May 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2021 through 2035, inclusive.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing on or before May 1, 2028 shall mature without option of prior redemption and Bonds maturing May 1, 2029 and thereafter, shall be subject to redemption prior to maturity at the option of the County on May 1, 2028 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

(c) Pursuant to Section 8 hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 10 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 10 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60)

days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Registration Agent is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made.

DRAFT

Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers

after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) 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 or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the Clerk.

(j) Except as otherwise provided in this subsection and in Section 8 hereof, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

DRAFT

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish

thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before May 1, 2028 shall mature without option of prior redemption and Bonds maturing May 1, 2029 and thereafter, shall be subject to redemption prior to maturity at the option of the County on May 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County. If less than all the

principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

Final
Maturity

Redemption
Date

Principal Amount
of Bonds
Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of

with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to (a) refund the County's outstanding General Obligation Refunding Bonds, Series 2010, dated October 7, 2010 maturing on May 1, 2022 through May 1, 2035; and (b) pay the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-

21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on August 17, 2020.

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the boundaries of the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

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

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

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

CARTER COUNTY, TENNESSEE

BY: Russell Barnett
County Mayor

(SEAL)

ATTESTED:

Mary Scuse
County Clerk

Transferable and payable at the principal corporate trust office of.

U.S. Bank National Association
Nashville, Tennessee

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

U.S. BANK NATIONAL ASSOCIATION
Registration Agent
By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond of Carter County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature guaranteed:

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

[End of Bond Form]

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in

said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand and available for the payment of such principal, premium, if any, and interest. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, and accrued interest, as a whole or in part, from time to time, as shall be determined by the Mayor in consultation with the Municipal Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) The Mayor, in consultation with the Municipal Advisor, is further authorized:

(1) to adjust the dated date of the Bonds or any series thereof, to a date other than the date of issuance;

(2) to designate the series of the Bonds;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the County and results in the greatest cost savings for the County, to cause to be sold less than the principal amount authorized herein and to select the maturities of the Outstanding Bonds to be refunded;

(4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any series thereof, provided (i) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (ii) the final maturity of the Bonds does not exceed the end of the fiscal year of the final maturity of the Refunded Bonds refunded by such series;

(5) to adjust or remove the County's optional redemption provisions of the Bonds, or any emission thereof, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Bonds called for redemption;

(6) to sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the County; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

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

(d) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds do not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(e) The Mayor and the Clerk, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder, or as the successful bidder directs, and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit C, with such changes as may be approved by the Mayor as evidenced by his execution thereof. The Mayor is hereby authorized to enter into a contract with Raymond James & Associates, Inc. to serve as Municipal Advisor in connection with the Bonds in substantially the form attached hereto as Exhibit D, with such changes as may be approved by the Mayor as evidenced by his execution thereof.

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

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

(a) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; provided that the Mayor, in consultation

with the Municipal Advisor, may elect to deposit the proceeds directly with the paying agent for the Outstanding Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds and if not needed for such purpose, shall be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

Section 10. Official Statement. The Mayor, the Finance Director, and the Clerk, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the Finance Director, and the Clerk, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the Finance Director and the Clerk, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

If the winning bidder or its purchaser or assignee does not intend to offer the Bonds to the public as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor, the Finance Director and the Clerk, or any of them, in consultation with the Municipal Advisor and Bond Counsel.

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase government securities as provided therein and as permitted by Tennessee Code Annotated, Section 9-21-914. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the Mayor and the Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and

interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

DRAFT

Section 12. Notice of Redemption and Intention to Issue Refunding Bonds.

(a) Prior to the issuance of the Bonds, or any series thereof, if required, notice of the County's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The Mayor, the Finance Director and the Clerk, or any of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

(b) The Mayor, the Finance Director and the Clerk, or any of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds or to cause such notice and publication to be given.

Section 13. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

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

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners

thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor and the Clerk, or either of them, are authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Federal Tax Matters Related to the Bonds. Notwithstanding anything herein to the contrary, if federal tax laws are changed prior to the issuance of the Bonds so as to permit the tax-exempt advance refunding of the Refunded Bonds, then the Bonds may be issued on a tax-exempt basis. In that event, the following provisions shall apply: The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 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 for purposes of

federal income taxation. The Mayor and the Finance Director are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

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

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

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

Adopted this 17th day of August, 2020.

CARTER COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:


PATTY WOODBY
INTERIM CHAIRWOMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:


RUSSELL BARNETT
CARTER COUNTY MAYOR

VETOED:

By:

RUSSELL BARNETT
CARTER COUNTY MAYOR

Date: _____

VETO OVERRIDE VOTE:

_____ YES VOTES
_____ NO VOTES
_____ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL
OVERRIDE VOTE:

By: _____
PATTY WOODBY
INTERIM CHAIRWOMAN
BOARD OF COUNTY COMMISSIONERS

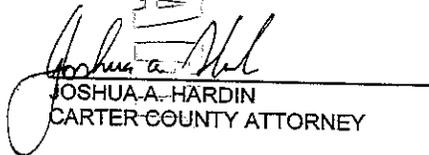
Date: _____

ATTEST:



MARY GOUGE
CARTER COUNTY CLERK

APPROVED AS TO FORM:



JOSHUA A. HARDIN
CARTER COUNTY ATTORNEY

EXHIBIT A
REPORT ON PLAN OF REFUNDING

EXHIBIT B
FORM OF
REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the ____ day of _____, 2020 by and between Carter County, Tennessee (the "County"), and U.S. Bank National Association, Nashville, Tennessee (the "Agent").

WITNESSETH:

WHEREAS, the County has previously issued its General Obligation Refunding Bonds, Series 2010, dated October 7, 2010 maturing on May 1, 2022 through May 1, 2035 (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for the refinancing of the Outstanding Bonds by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain the funds to be applied as herein provided, the County has authorized and issued its General Obligation Refunding Bonds (Federally Taxable), Series 2020 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds, together with monies deposited by the County, will be deposited in escrow with the Agent hereunder and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of a portion of said Refunding Bond proceeds and other available monies of the County and the application thereof, and to provide for the payment of the debt service on the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

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

DIVISION I

All right, title and interest of the County in and to \$ _____ (\$ _____ derived from the proceeds of the sale of the Bonds).

DIVISION II

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

DIVISION III

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its

behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

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

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means U.S. Bank National Association, Nashville, Tennessee, its successors and assigns.

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

"County" means the Carter County, Tennessee.

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof.

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

"Outstanding Bonds" has the meaning ascribed to it in the recitals hereto.

"Refunding Bonds" has the meaning ascribed to it in the recitals hereto.

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

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of

\$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

- (i) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and
- (ii) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the Finance Director of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the Finance Director a report current

as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bonds except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of the Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is directed and authorized to give notice to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

ARTICLE III

CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any

state, county, municipal or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.07. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$ _____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Carter County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.09. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if

originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

DRAFT
ARTICLE IV
MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holder[s] of the Outstanding Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holder of the Outstanding Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section

148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

Carter County, Tennessee
801 East Elk Avenue
Elizabethton, Tennessee 38351
Attn: Finance Director

To the Agent:

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

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

SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Signatures on Following Page

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

CARTER COUNTY, TENNESSEE

By: _____
County Mayor

(SEAL)

By: _____
County Clerk

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Title: _____

EXHIBIT A

Carter County, Tennessee

Debt Service of General Obligation Refunding Bonds, Series 2010, dated October 7, 2010 maturing on May 1, 2022 through May 1, 2035 to the Maturity Date and redemption date

<u>Payment Date</u>	<u>Principal Redeemed</u>	<u>Principal Paid</u>	<u>Interest</u>	<u>Total Service</u>	<u>Debt</u>
---------------------	---------------------------	-----------------------	-----------------	----------------------	-------------

Paying Agent: U.S. Bank National Association
Nashville, Tennessee

EXHIBIT B

Government Securities
Certificate of Indebtedness
U.S. State and Local Government Series

<u>Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
---------------	----------------------	----------------------	-------------------

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

EXHIBIT C
NOTICE OF REDEMPTION
CARTER COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Carter County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on May 1, 2021 all the County's outstanding bonds (the "Outstanding Bonds") as follows:

**General Obligation Refunding Bonds, Series 2010, dated October 7, 2010
maturing on May 1, 2022 through May 1, 2035**

DRAFT

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association, Nashville, Tennessee, as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date.

The redemption price will become due and payable on May 1, 2021, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond May 1, 2021.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. Bank National Association
Registration and Paying Agent

EXHIBIT C

ENGAGEMENT LETTER

(attached)

[Letterhead of Bass, Berry & Sims PLC]

_____, 2020

Carter County, Tennessee
Elizabethton, Tennessee
Attention: County Mayor

DRAFT

Re: Issuance of Not to Exceed \$16,400,000 in Aggregate Principal Amount of General Obligation Refunding Bonds (Federally Taxable), Series 2020.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Carter County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to refund certain outstanding bonds of the Issuer and to pay the costs incident to the sale and issuance of the Bonds.

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.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

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

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

- a.
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. Opining on a continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer or providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- i. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

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

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

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

We presently represent Raymond James & Associates, Inc. and U.S. Bank National Association in matters unrelated to our representation of the Issuer as its counsel.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$20,000. Other than reimbursement for any publication costs of the meeting notice, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

801 E. Elk Avenue, Suite 201
Elizabethton, TN 37643



Telephone: 423-542-1801
Fax: 423-542-9279
E-mail: mayor@cartercountyttn.gov

Rusty Barnett
Carter County Mayor

August 17, 2020

ORDER OF APPOINTMENT

Upon certification by the Board of the Carter County Emergency Communications District of a vacancy on the Board due to the removal of an at-large Board member in accordance with T.C.A. § 7-86-314 due to missing four (4) consecutive meetings or failing to attend at least fifty percent (50%) of regularly scheduled meetings.

It Is Therefore Ordered, Adjudged and Decreed, that I, Russell Barnett, Mayor of Carter County, Tennessee, do hereby appoint Mr. Bob McNeill to fill the remainder of the removed Board member's term which is set to expire in March 2022.

Entered this the 17th Day of August, 2020.

Russell Barnett

Russell Barnett
Carter County Mayor



Type	Make	Model	Inventory#	SN
Faxer	Toshiba	TE625-Yellow		
Faxer	Toshiba	TE635-Cyan		
Scanner	Patriot	430 Visioneer	6837	26G6C61024
Scanner	Patriot	430 Visioneer		1AE6C61143
Keyboard	Dell	Keyboard L100		CNORR6597957193Q0975
Printer	HP	Office Jet Pro 8000		6N0ZZR1PV
Printer	HP	Laser Jet 1020	3875	CNB92476ZZ
Printer	HP	Office Jet 14500		YN8878R0T9
Switch	D-Link	DES-N05		DRL726R011359
Access Point	Cisco	WAP-200		GKS142401MR
Access Point	Cisco	WAR-200		GKS142401Z7
Access Point	Cisco	WAP-200		GKS142401F6
Access Point	Cisco	WAP-200		GKS142401ZL
Camera Ace	Great	Great Metal Box w/ Power supply for Cameras		0017C5157DCC
DVD Recorder	Fujifil	ZV427ZA DVD/VCR Recorder w/ Remote	6491	J96436006
Switch	Trendnet	TE100-S24		CAD7175401426
Switch	Trendnet	TE100-S24		OSZZA5A01998
Computer	HP	Pavillion 9000	3892	NMMW3330RH
Computer	Dell	Optiplex 760	00034	
Computer	Dell	Optiplex 760	00030	
Computer	HP	Workstation HPZ400	6893	
Scanner	Patriot	430 Visioneer		6H2X5J1
Scanner	Patriot	430 Visioneer		SG894VC
Scanner	Patriot	430 Visioneer		1AE6C61182
Scanner	Patriot	430 Visioneer	6829	3AR6C61047
Scanner	Patriot	430 Visioneer		39DEC61097
Computer	Dell	Optiplex 755		26G6C61029
Computer	Dell	Optiplex 755	3895	B2MSJF1
Computer	Dell	Optiplex 760	00019	6H8G4J1
Computer	Dell	Optiplex 760	00020	6H575J1
Computer	Dell	Optiplex 760	00034	6H2Y4J1
Monitor	ViewSonic	VS11359	5876	RUP095001343
Switch	HP	Procurve 2510-48G - J9280A		CN122DXG00N
Switch	HP	Procurve 1810-48G - J0660A		CN18DXY3R2
Switch	HP	Procurve 1810-24G - J9450A	6822	CN1472G0J9
Laptop	Toshiba	Satellite L55t	6492	7E231479C

DRAFT

DVR Computer	Grest	CDVS-7316-960-S2	3889	10808Z1089
Laptop	Toshiba	Satellite S105-S501	4017	82089879P
Laptop	Toshiba	Satellite A45-S2501	3452	54016498H
Laptop	Toshiba	Satellite A45-S2501		54016500H
Laptop	Dell	Latitude E5500	00038	CMDNKG1
Laptop	Toshiba	Satellite A45-S2501	3451	54016498H
Tablet	Motion	MC-C5 Tablet		99J5AG000687
Tablet	Motion	MC-C5 Tablet		99J5AG000693
Tablet	Motion	MC-C5 Tablet		99J5AG000691
Printer	HP	P2035		CN69M36414
Switch	Transnet	TE100-S24		CAD7175401426
DVD player	Magnavox	DP100MW88		452731613
VCR/DVD	Magnavox			D36993750
Keyboard	IBM			2095967
Battery Charger	Motrola	RM6899A		None
Battery Pack	Wild Game	6V8		None
Battery Pack	Wild Game	6V8		None
Radio	Motrola	HT1000		None
Radio	Motrola	HT1000		40ZAWG23556X
Radio	Motrola	HT1000		40ZAXED6212
Radio	Motrola	HT1000		40Z7TL38812
Radio	Motrola	HT1000		Unknown/Unreadable
Radio	Motrola	HT1000		40ZAVQF245X
Radio	Motrola	HT1000		40ZAWWE2360X
Radio	Motrola	HT1000		40ZFXV60412
Radio	Motrola	HT1000		40ZAXED625Z
Radio	Motrola	HT1000		40ZAWG2359X
Radio	Motrola	HT1000		40ZAVSK125X
Radio	Motrola	HT1000		40ZATW4302Z
Radio	Mag One	BPR40		0278LH5560
Radio	Mag One	BPR40		0278LH5556
Radio	Mag One	BPR40		0278LH5417
Radio	Mag One	BPR40		0278LH5410
Radio	Mag One	BPR40		0278LH5420
Radio	Mag One	BPR40		0278LH5558
Radio	Relm	RPV516A		04029A3214

DRAFT

17

Vehicle Inspection Form

Inventory ID:	Asset Number: #91	Fair Market Value:																
Short Description: Year: <u>2006</u> Make: <u>Ford</u> Model: <u>Crown Victoria</u>																		
VIN: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr><td>2</td><td>F</td><td>A</td><td>H</td><td>P</td><td>7</td><td>1</td><td>V</td><td>1</td><td>9</td><td>1</td><td>2</td><td>0</td><td>5</td><td>9</td><td>1</td></tr> </table>		2	F	A	H	P	7	1	V	1	9	1	2	0	5	9	1	Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
2	F	A	H	P	7	1	V	1	9	1	2	0	5	9	1			
Odometer: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr><td>0</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	0						<input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers	Odometer Accurate <input type="checkbox"/> Y <input checked="" type="checkbox"/> N: UNKNOWN										
0																		
Long Description:																		
This Vehicle: <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input checked="" type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only																		
Engine Type: <u>4.6 L V 8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid																		
Engine Condition: <input type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> is in unknown condition																		
Repairs needed: _____																		
This vehicle was maintained every <u>4000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles																		
Date Removed From Service: <u>06/28/2019</u> Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection																		
Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual <u>4</u> Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> Is Unknown Condition																		
Repairs Needed: _____																		
Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: INOPERABLE																		
Exterior: Color: <u>WHITE</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked																		
Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: <u>POOR</u> Tread: _____ #Flat _____ Hubs # _____																		
Major Damage to: <u>LEFT AXLE BROKEN, VEHICLE HAS BEEN GANNIBALIZED</u>																		
Additional Damage: _____																		
Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions																		
Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																		
Interior: Color: <u>GRAY</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather																		
Damage to Seats: _____																		
Damage to Dash/Floor: <u>CLUSTER HAS BEEN REMOVED</u>																		
Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM-Cassette <input type="checkbox"/> AM/FM CD																		
<input checked="" type="checkbox"/> AC (Condition: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Unknowns) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input type="checkbox"/> Dual																		
<input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering: <input checked="" type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control																		
Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats																		
Additional Equipment: _____																		
Manufacturer _____ Model _____ Serial # _____																		
<input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																		
Location of Asset: <u>900 East Elk Ave., Elizabethon, In. 37643</u>																		
For more information contact: Deputy Terry Moore 423-547-1522																		
Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																		

19

DRAFT

**Carter County
General Fund #101
Fiscal Year Ending June 30, 2021
Budget Amendment #2
August 17, 2020**

Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease
1	47660		FHA Grant			
	58130	399	Other Contracted Services	0.00	500,000.00	Increase
				500,000.00	0.00	Increase
<i>To appropriate funds for the Home Grant</i>						
2	49700		Insurance Recovery			
	54110	338	Maintenance and Repair Services - Vehicles	0.00	4,072.39	Increase
				4,072.39	0.00	Increase
<i>To appropriate insurance recovery for supplemental damage to vehicle #126.</i>						
3	49700		Insurance Recovery			
	54110	338	Maintenance and Repair Services - Vehicles	0.00	500.00	Increase
				500.00	0.00	Increase
<i>To appropriate insurance recovery for deductible received on vehicle #99</i>						
4	54210	410	Custodial Supplies			
	54210	499	Other Supplies and Materials	0.00	7,500.00	Decrease
				7,500.00	0.00	Increase
<i>To reallocate funds within the Jail's budget to purchase inmate supplies</i>						
5	47180	070	Community development			
	58190	310-070	Contracts with other public agencies	0.00	363,750.00	Increase
				363,750.00	0.00	Increase
<i>To appropriate CDBG grant from First Utility District for waterline extension.</i>						
6	47303		Cares Act (HAVA - Elections)			
	58803	198-888	Election Workers		51,850.50	Increase
	58803	201-888	Social Security	17,408.43	0.00	Increase
	58803	212-888	Employer Medicare	1,079.86	0.00	Increase
	58803	399-888	Other Contracted Services	252.42	0.00	Increase
	58803	499-888	Other Supplies and Materials	4,685.05	0.00	Increase
	58803	599-888	Other Charges	18,740.20	0.00	Increase
	58803	799-888	Other Capital Outlay	4,685.05	0.00	Increase
				5,000.00	0.00	Increase
<i>To appropriate Cares Act monies for the Election Commission budget</i>						
Total				927,672.89	927,672.89	
From Fund Balance						
From Unassigned Fund Balance					0.00	
					0.00	

Carter County
 General Purpose School Fund #141
 Fiscal Year Ending June 30, 2021
 Budget Amendment #1
 August 17, 2020

Item #	Category	Line Item	Program #	Description	\$ Amount		Increase/Decrease
1	73400	105		Supervisor/Director	8,000.00	0.00	Increase
	73400	195		Certified Substitute Teachers	0.00	5,000.00	Decrease
	73400	198		Non-Certified Substitute Teachers	5,000.00	0.00	Increase
	73400	201		Social Security	2,170.06	0.00	Increase
	73400	204		Pensions	0.00	1,644.24	Decrease
	73400	212		Employer Medicare	116.88	0.00	Increase
	73400	851		Rentals	0.00	150.00	Decrease
	73400	410		Custodial Supplies	0.00	500.00	Decrease
	73400	429		Instructional Supplies and Materials	0.00	1,047.70	Decrease
	73400	489		Other Supplies and Materials	0.00	562.00	Decrease
	73400	534		In-Service/Staff Development	0.00	300.00	Decrease
	73400	599		Other Charges	0.00	200.00	Decrease
	46515			Early Childhood Education	0.00	882.50	Increase
	<i>To reallocate Pre-K budget to match budget in E-Plan</i>						
2	71300	333		Licenses	100.00	0.00	Increase
	72230	599		Other Charges	0.00	100.00	Decrease
<i>To reallocate between Vocational Education Programs to cover licenses</i>							
3	72120	191		Medical Personnel	0.00	4,633.00	Decrease
	72120	169		Part-Time Personnel	9,797.00	0.00	Increase
	72120	195		Certified Substitute Teachers	0.00	3,164.00	Decrease
	72120	365		Travel	0.00	1,000.00	Decrease
	72120	412		Drugs and Medical Supplies	0.00	1,000.00	Decrease
<i>To reallocate within Health Services program</i>							
4	71200	330		Operating Lease Payments	0.00	1,050.00	Decrease
	71900	599		Other Charges	0.00	4,000.00	Decrease
	72220	330		Operating Lease Payments	5,050.00	0.00	Increase
<i>To reallocate between General Purpose Special Education program</i>							
Total					25,238.44	25,238.44	
From Fund Balance						0.00	
From Unassigned Fund Balance						0.00	

DRAFT

Carter County							
School Federal Projects Fund #142							
Fiscal Year Ending June 30, 2021							
Budget Amendment #1							
August 17, 2020							
Item #	Category	Line Item	Project #	Description	\$ Amount		Increase/Decrease
					Debit	Credit	
1	47801		150	Schools - ESSERS/Cares Act			
	71100	189	150	Other Salaries and Wages	0.00	1,592,960.01	Increase
	71100	201	150	Social Security	90,000.00	0.00	Increase
	71100	204	150	State Retirement	6,300.00	0.00	Increase
	71100	212	150	Employer Medicare	10,300.00	0.00	Increase
	71100	399	150	Other Contracted Services	1,500.00	0.00	Increase
	71100	449	150	Textbooks- Bound	150,000.00	0.00	Increase
	71100	471	150	Software	170,000.00	0.00	Increase
	71100	722	150	Regular Instruction Equipment	40,147.00	0.00	Increase
	72120	413	150	Drugs and Medical Supplies	463,450.01	0.00	Increase
	72130	399	150	Other Contracted Services	75,000.00	0.00	Increase
	72210	189	150	Other Salaries and Wages	280,000.00	0.00	Increase
	72210	201	150	Social Security	67,000.00	0.00	Increase
	72210	204	150	State Retirement	8,308.00	0.00	Increase
	72210	206	150	Life Insurance	13,780.00	0.00	Increase
	72210	207	150	Medical Insurance	75.00	0.00	Increase
	72210	208	150	Dental Insurance	7,800.00	0.00	Increase
	72210	210	150	Unemployment Compensation	550.00	0.00	Increase
	72210	212	150	Employer Medicare	50.00	0.00	Increase
	72210	307	150	Communication	2,000.00	0.00	Increase
	72210	330	150	Operating Lease Payments	2,500.00	0.00	Increase
	72210	355	150	Travel	71,200.00	0.00	Increase
	72210	499	150	Other Supplies and Materials	5,000.00	0.00	Increase
	72210	524	150	In-Service/Staff Development	15,000.00	0.00	Increase
	72210	790	150	Other Equipment	48,000.00	0.00	Increase
	72410	307	150	Communication	20,000.00	0.00	Increase
	73100	422	150	Food Supplies	10,000.00	0.00	Increase
					35,000.00	0.00	Increase
<i>To appropriate the Initial budget for ESSER (Elementary and Secondary Emergency Relief) Monies</i>							
2	71100	471	150	Software			
	71100	499	150	Other Supplies and Materials	0.00	33,115.00	Decrease
	71100	722	150	Regular Instruction Equipment	4,000.00	0.00	Increase
	72610	328	150	Janitorial Services	18,000.00	0.00	Increase
					11,115.00		
<i>To reallocate within the ESSER grant</i>							
					Total	1,626,075.01	1,626,075.01
					From Fund Balance		0.00

DRAFT

Carter County, Tennessee							
Head Start Fund #145							
Fiscal Year Ending June 30, 2021							
Budget Amendment #1							
August 17, 2020							
Item #	Category	Line Item	Description	\$ Amount		Increase/Decrease	
				Debit	Credit		
1	73400	195	Certified Substitute Teachers	0.00	25,000.00	Decrease	
	73400	116	Teachers	80,700.00	0.00	Increase	
	73400	162	Clerical Personnel	0.00	8,700.00	Decrease	
	73400	429	Instructional Supplies and Materials	0.00	47,000.00	Decrease	
<i>To reallocate within Head Start Program</i>							
					Total	80,700.00	80,700.00
					From Unassigned Fund Balance		0.00



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

August 10, 2020

Honorable Rusty Barnett, Mayor
Mr. Brad Burke, Finance Director
and Honorable Board of Commissioners
Carter County
801 East Elk Avenue, Suite 203
Elizabethton, TN 37643

Dear Mayor Barnett, Mr. Burke and Members of the Board:

Thank you for your recent correspondence. We acknowledge receipt on August 5, 2020, of a request from Carter County (the "County") for a report on a plan of refunding (the "Plan") for the County's proposed issuance of a maximum \$16,400,000 General Obligation Refunding Bonds, Series 2020 (Federally Taxable).

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, enclosed is a report based upon our review of the County's Plan. The Plan, this letter, and the enclosed report should be made available on the County's website and must be presented to each member of the County Commission for review prior to the adoption of a refunding bond authorizing resolution.

Changes to our Office

We are enclosing a memorandum about the newly created Division of Local Government Finance within the Comptroller's Office.

If you should have questions or need assistance, please feel free to contact your financial analyst, Lori Barnard, at 615.747.5347 or Lori.Barnard@cot.tn.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst.

Very truly yours,

A handwritten signature in black ink, appearing to read 'B. Knotts'.

Betsy Knotts
Director of the Division of Local Government Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit
Mr. Rick Dulaney, Managing Director, Raymond James & Associates, Inc.
Mr. Jeff Oldham, Esq., Bass, Berry & Sims

Enclosures: Report of the Director of the Division of Local Government Finance
Comptroller's Memorandum Regarding New Division

BK:lb

CORDELL HULL BUILDING | 425 Fifth Avenue North | Nashville, Tennessee 37243



JUSTIN R. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

**Report of the Director of the Division of Local Government Finance
Concerning the Proposed Issuance of
General Obligation Refunding Bonds, Series 2020 (Federally Taxable)
Carter County, Tennessee**

This report is being issued pursuant to T.C.A. § 9-21-903 and is based upon information as presented in a plan of refunding (the "Plan") received by our office on August 5, 2020, from Carter County (the "County"). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs, risks, and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee.

This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be refinanced or remain outstanding until their respective dates of maturity. This report does not address compliance with federal tax regulations and is not to be relied upon for that purpose. The County should discuss these issues with bond counsel. This report and the County's Plan must be presented to the governing body prior to the adoption of a refunding bond resolution.

Refunding Analysis

DRAFT

At the request of the Finance Director, our office has reviewed the County's Plan, as required by TCA § 9-21-903, and provides the following analysis based upon the assumptions outlined in the Plan:

The County intends to issue by competitive sale approximately \$15,980,000 General Obligation Refunding Bonds, Series 2020 (Federally Taxable) (the "Series 2020 Refunding Bonds") priced with an estimated premium of \$238,854 to advance refund its outstanding \$15,510,000 General Obligation Refunding Bonds, Series 2010, dated October 7, 2010, maturing May 1, 2021, through May 1, 2030, inclusive and on May 1, 2035 (the "Refunded Bonds").

- The County's objective for the refunding is to achieve net present value debt service savings of not less than 3% of the refunded principal amount. The estimated net present value debt service savings is \$2,162,668 or 13.94% of the refunded principal amount of \$15,510,000.
- Net present value savings will be achieved by lowering the average coupon on the debt from 3.77% on the Refunded Bonds to 1.65% on the Series 2020 Refunding Bonds.
- The final maturity of the Series 2020 Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- The proposed structure of the Series 2020 Refunding Bonds is not balloon indebtedness as defined in T.C.A. § 9-21-134.
- Estimated costs of issuance are summarized below and are based upon the par amount of \$15,980,000 for the Series 2020 Refunding Bonds:



JUSTIN B. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

Requirements After Debt is Issued

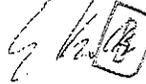
- **Annual Budget Approval**
Your local government will be subject to an annual budget approval process for the life of the outstanding debt as required by TCA § 9-21-403. Please refer to our online guidance at: tncot.cc/budget.
- **Bonds not Refunded**
If all the bonds are not refunded as a part of the proposed refunding transaction and the County wishes to refund them in a subsequent bond issue, then a new plan must be submitted to our office for review.
- **Debt Management Policy**
Your local government should regularly review and, if necessary, amend its debt management policy. Please submit any amended policy to our office immediately upon adoption. Guidance concerning debt management policies is available at: tncot.cc/debt-policy.
- **Required Notification**
We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if it is determined prior to the issuance of the debt, that the actual results will differ significantly from the information provided in the submitted Plan and the County decides to proceed with the issue, the County Commission and our office should be notified after the sale by the local government's Chief Executive Officer or the Chief Financial Officer regarding these differences. The Chief Executive Officer must state that they were aware of the differences and determined to proceed with the issuance of the debt. Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:
 - (1) An increase in the principal amount of the debt issued;
 - (2) An increase in costs of issuance; or
 - (3) A decrease in the cumulative savings or increase in the loss.

The notification must include an explanation for any significant differences and the justification for a change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the County Commission and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

Letter to Carter County – Refunding Report
August 10, 2020
Page 3

Effective Date for this Report

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the County Commission to review prior to adopting a new refunding bond authorizing resolution.

 **DRAFT**
Betsy Knotts
Director of the Division of Local Government Finance
Date: August 10, 2020

Enclosure: Requirements After Debt is Issued

	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount	\$ 79,900	\$ 5.00
Municipal Advisor (Raymond James)	35,500	2.22
Bond Counsel (Bass, Berry & Sims)	20,000	1.25
Rating Agency	23,000	1.44
Miscellaneous Fees (Paying Agent, Etc.)	6,300	0.39
Total Cost of Issuance	\$ 164,700	\$ 10.31

Changes to the Structure of the Repayment Schedule

If the structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the County must submit a Plan of Balloon Indebtedness to the Director of the Division of Local Government Finance for approval prior to the County adopting the resolution authorizing the issuance of the debt.

Debt Management Policy

The County has adopted a debt management policy and has indicated in its Plan that the proposed refunding transaction complies with the County's policy.

Financial Professionals

The Plan was prepared with the assistance of the County's municipal advisors, Raymond James & Associates, Inc. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests.

The Municipal Securities Rulemaking Board (MSRB) establishes rules and notices that municipal advisors and underwriters must follow when engaging in municipal securities transactions and advising investors and local governments. To learn more about the obligations of the County's underwriter and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

Plan Assumptions

The assumptions of the Plan are the assertions of the County. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by our office. This report provides no assurances of the reasonableness of the underlying assumptions. The assumptions included in the County's Plan may not reflect either current market conditions or market conditions at the time of sale.

Requirements After the Refunding Bonds Have Been Issued

We have included a listing of certain compliance requirements your local government will be responsible for once the bonds are issued. The listing is not all inclusive and you should work with your municipal advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

Letter to Carter County -- Refunding Report
August 10, 2020
Page 3

Effective Date for this Report

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the County Commission to review prior to adopting a new refunding bond authorizing resolution.

Betsy Knotts
DRAFT
Betsy Knotts
Director of the Division of Local Government Finance
Date: August 10, 2020

Enclosure: Requirements After Debt is Issued

2. Based on this error I hereby request that the Court reverse the sale of said parcel which occurred in the 2016 tax sale and that the purchase price be refunded to the purchaser, Eugene Lewis.

3. Furthermore, my office has deleted all references to said parcel in the official records of Carter County as it should not exist as a separately assessed parcel. Any real property taxes currently owed to any taxing entity for this parcel for tax years subsequent to 2016 were assessed in error and should be deemed uncollectible by the Court and dismissed from any pending delinquent tax suits.

FURTHER AFFIANT SAYETH NOT.

DRAFT

Ronnie B. Taylor
Carter County Assessor of Property

U:\Carter County Tax Attorney\2016 Tax Sale\Moore-Montgomery property - Gene Lewis\Affidavit-Taylor.doc

Property Type: 00 Residential
 WATAUGA RD
 Subdivision: BK
 PG
 BLOCK LOT TRACT
 PG
 BLOCK LOT TRACT
 Dimensions 168'X176.34'

Property Address
 Owners/Lease and Mailing Address
 LEWIS EUGENE "GENE"
 126 VALLEY VIEW COURT
 HAMPTON TN 37658

Map 034
 Disl 13
 Updated 05/04/2020
 Printed 07/13/2020

JUR CONTROL MAP GROUP PARCEL PI SFI
 010 034 034.02 000

TAX YEAR 2020
 CARTER
 City
 SSD1
 SSD2

Total Land Units
 Deed Acres
 Calculated Acres

Card: 1 of 1
 Page: 1 of 1

APPRASED VALUES

LAND IMPROVEMENTS	6,800
TOTAL APPRAISAL	6,800
GREENBELT APPR ASSESSMENT	1,700
ASSESSED @ APPROACH	25%
Value Correlation	Value
COST INCOME MARKET	Value 6,800
NBHD Review Flng Living Units	PARCEL DATA 899
Water/Sewer	
Electricity	00 Public / None
Gas	01 Public
Topo	00 None
Road Type	1 Rolling
Bolele Next Year	3 Paved
Greenbelt Review N	
Land Apr Date 12/10/2010 By 01	
# Improvements	0
# Mobile Homes	0
NH Trend	0 STABLE
Other	
Land Use Code	11 91
Zoning	GREENBELT
Year Recoded	
App#	BOOK#9
Date	ENTRANCES
Code	ID
07/13/2016	00 Pci Review 04
Date	BUILDING PERMITS
Type	Status Last Visit
AGRICULTURAL / GREENBELT LAND	Rate Use Value
Acres	

MARKET LAND

#	Type	Code	Acc	Front	Depth	Units	Rate	Int	FB	Topo	Loc	Size	Mkt	Dep	Adj	Rate	Value	Class	#	Mkt	Line	Use	Type	Soil	Type	Access	Acres	Rate	Use	Value
1	U	12	03	0	0	0	35	19,400.00				100	19,400.00			6,790														
Totals:						35										6,790														

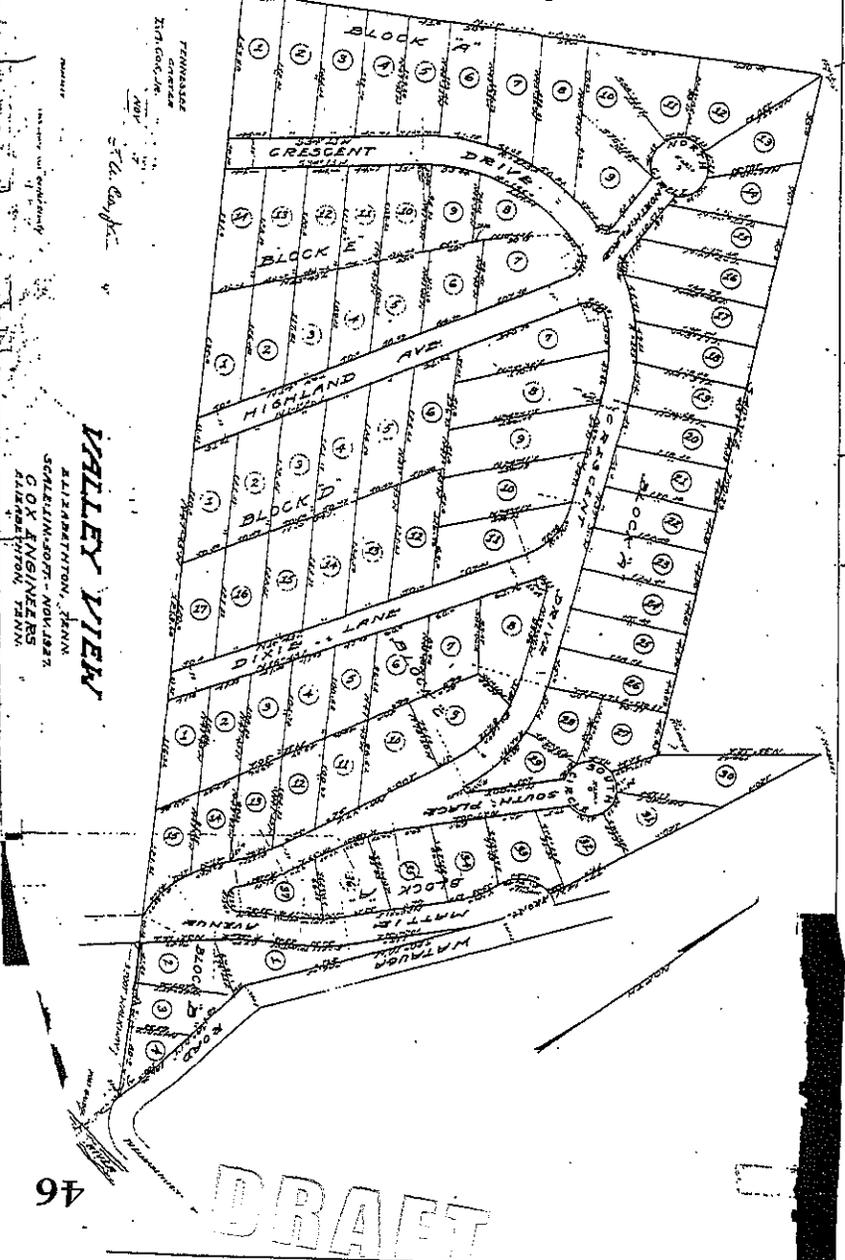
OUTBUILDINGS and YARD ITEMS

Code	Description	Yr	Bl	Eff	Yr	Area	Grade	Units	Add	Description	Class	Rate	Crtd	RCN	%	Good	Prot	Adj	Fact	Value	Total	OBJ	Value								

SALES

Date	Book	Page	Price	Adj	Price	VI	Instr	AR	Owner
03/19/2020	352	61							LEWIS EUGENE "GENE"
03/16/2019	344	130							LEWIS EUGENE "GENE"
11/13/2016	236	704							MONTGOMERY TERRY
09/01/1979	316	383							MOORE JACK A ETUX

NOTES
 \$1 PURCHASED IN TAX SALE FOR \$3,600 11/13/16 NT
 PURCHASED IN TAX SALE 3/16/2019 FOR \$3,000 NT



VALLEY VIEW

ALLIANTON, TENN.
 SCHLEIMFORTH-NOV 1928
 COX ENGINEERS
 ALLIANTON, TENN.

46

DRAFT

Carter County - Parcel: 034 034.02



Date: August 12, 2020
County: Carter
Owner: LEWIS EUGENE 'GENE'
Address: WATAUGA RD
Parcel Number: 034 034.02
Deeded Acreage: 0
Calculated Acreage: 0
Date of Imagery: 2019

DRAFT

Esri, HERE, Garmin, (c) OpenStreetMap contributors
TN Comptroller - OLG
TDOT
State of Tennessee, Comptroller of the Treasury, Office of Local Government
(OLG)

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

COUNTY ATTORNEY REPORT
AUGUST 2020

General Litigation update:

1. State of Tennessee v. Jerry Philips - Carter County Criminal Court
2. McGee v. Carter County – Carter County Chancery Court
3. Staubus, et al. v. Purdue Pharma, et al (Sullivan Co. Chancery Court- opioid litigation)
4. Effler v. Carter County (U.S. District Court Eastern District of Tennessee)
5. Johnson v. Carter County (U.S. District Court Eastern District of Tennessee)

Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Buildings and Grounds Committee - Attended Committee meeting; Contract review and continued negotiations of easement issue with CenturyLink on Judge Don Lewis Blvd, and draft of Public Notice and Resolution to approve CenturyLink Lease; Meetings and contract review to resolve dispute re: Courthouse Security project; Assist in resolving Kids Like Us property issue at WDC; Research re: TDOC lease for probation/parole building; Research potential of donation to NESCC.
3. Finance Department – Edit Budget and Non-profit Resolutions based on changes made by Commission; Review of contract for Financial Advisor; Review of Bond Issuance Resolution and associated materials, research and edit of Resolution.
4. Animal Shelter – Research and assistance provided to Director re: shelter issues.
5. Law Enforcement Committee – Attended committee meeting; Draft of TCAT Corrections Program Resolution.
6. Health and Welfare Committee - Attended committee meeting; Research and draft of Women's Suffrage Resolution; Draft of Resolution honoring Truman Clark.
7. Mayor's Office – Extensive research and assistance with COVID-19 related issues; Review of Governor's Executive Orders and draft Mayoral Executive Order extending face coverings requirement; Research re: 911 Board appointment.
8. Financial Management Committee – Assist Chairman Johnson with committee issues.
9. Highway Committee – Meeting with Road Superintendent re: litigation and multiple road adoption/closure related issues. Title research and draft of Deed to finalize ROW acquisition for Southgate Drive extension; Title research and draft of Deed to finalize partial closure of Admiral Avenue.
10. Nominating Committee – Attended committee meeting; Continued research of committee terms.
11. Budget Committee – Attended Committee meeting; Research re: Planning Budget.
12. Rules and Bylaws Committee - Attended Committee meeting.
13. Election Commission – Research and assist with issues re: County Commission vacancy; Met with school board candidate re: election complaint.

DRAFT

