

**ANDERSON COUNTY  
REGULAR SESSION  
COMMISSION MINUTES**

**MARCH 20, 2017**

BE IT REMEMBERED THAT THE ANDERSON COUNTY BOARD OF COMMISSION MET IN REGULAR SESSION ON MARCH 20, 2017 WITH THE FOLLOWING COMMISSIONERS PRESENT: TRACY WANDELL, RICK MEREDITH, STEVE EMERT, PHIL WARFIELD, SHAIN VOWELL, TIM ISBEL, JERRY WHITE, WHITEY HITCHCOCK, STEVE MEAD, JERRY CREASEY, THERESA SCOTT, PHIL YAGER AND MYRON IWANSKI. ABSENT: CHUCK FRITTS, MARK ALDERSON AND ROBERT MCKAMEY.

Prayer was led by Commissioner White.

Pledge of Allegiance was led by Anderson County High Schools JROTC.

1. Commissioner Warfield made a motion to approve Consent Agenda. Seconded by Commissioner Mead. Motion carried by voice vote.

- Courtesy resolution honoring Dr. Gene Caldwell and resolution honoring ACHS Navy JROTC.(Exhibit A)
- February 20, 2017 Minutes
- Notaries and Notary Bonds
- Reports
  - Director of Schools
    - Written report with Minutes(2-9-17)
- Waste Management Funds
  - Clinton Middle School Math RTI (Response-To-Intervention) classroom is requesting \$1,000.00 to help with the purchase of a horseshoe table and chairs to allow for adequate seating in RTI math for the students.
- Committee Reports
  - ADA Oversight Committee Minutes (2-6-17)
  - Finance Committee Minutes (3-9-17)
  - Veteran's Service Advisory Committee Minutes (3-7-17)
  - Purchasing Committee Minutes (3-9-17)

#### Notaries

Mildred L Claunch

Jana Neighbors

Rebekah Davis

Robert Hemphill Temple Jr

Vana Demarinis

Joseph Valero II

Larrissa D Henderson

Tracey Williams

Sandra K Justice

Leslea Williams

Barbara Allyn Kiser

Patricia Withrow

Jessica L Lowe

#### Notary Bonds

Property Bond

Auto Owners

Kila W Worthington

Carol Phillips

Western Surety

Donald B Rose

Lora H Treece

J R Riley

Jennifer L Chadwell

Robert L Carroll

Amber Lane

Katherine Flinchum

Amanda K Brown

Kristopher Ellis

Ty Roberts

Cynthia L Clemons

Sentry

Deborah J Lamb

Patricia H Caithness

Steven Hill

SBCA

Blake M Jones

Stephanie Davis

State Farm

Kathy F Wilson

Sandy Sherwood

Tina Bean

M R Smith

RLI

Sandra E Foster

Belinda S Love

Nationwide

April Nicole Holden

Federated Mutual Ins

Rahcel Bittinger

Travelers

Elaine Schultz

Jimmie D Turner

Merchants

Anna M Singleton

Cassandra M Long

2. Commissioner White made a motion to approve Regular Agenda. Seconded by Commissioner Scott.

Commissioner Meredith made a motion to add to Regular Agenda after Committee Reports to approve the Fiscal Strength and Efficient Government Fiscal Confirmation Letter ThreeStar Program requirements. Seconded by Commissioner Wandell. Motion carried by voice vote.

Commissioner Hitchcock made a motion to move Old Business concerning Purchasing Department reporting to the Finance Director that was voted on in February Commission Meeting up to right before Purchasing Department Report. Seconded by Commissioner Mead. Motion carried by voice vote.

Commissioner Iwanski made a motion to refer to Operations Committee the discussion of cleaning up a home in area of Norris Landing that was brought to their attention by a citizen in tonight's meeting then bring back information to next County Commission meeting. Seconded by Commissioner Mead. Motion carried by voice vote.

Commissioner Mead made a motion to approve Regular Agenda as amended. Seconded by Commissioner Wandell. Motion carried by voice vote.

#### Mayor

3. Commissioner Mead made a motion to acknowledge that the County Mayor has developed a separate internal control document for the County Mayor's office that is separate from the Accounting and Purchasing Department Internal control document. Also that all the plans in the county will eventually have to comply with the counties plan that will have to comply with state laws. Seconded by Commissioner Meredith. Motion carried by voice vote.

#### Law Director

4. Commissioner Mead made a motion to approve a lease for \$1.00 per year for Community Mediation and CASA. Seconded by Commissioner Meredith. Motion carried by voice vote.

#### Highway Department

5. Commissioner Iwanski made a motion for the County Commission Chairman and the Law Director to work together to make a resolution to support the Bill concerning a gas tax increase to get to our legislatures.(Exhibit B) Seconded by Commissioner Scott.

Commissioner Creasey made a motion to amend that the Chairman of the Legislative Committee Steve Mead also be involved with writing resolution.

Motion carried by voice vote as amended. Unanimous vote.

6. Commissioner Wandell made a motion to approve resolution 17-03-623 acceptance of the proposal of the Tennessee Department of Transportation to construct a project designated as federal project no.STP-SIP-9(86), state project no. 01003-0235-94, 01003-3235-94, 01003-1235-94, 01003-2235-64, intersection at SR-170 route: SR-9 which involves the intersection of Clinton Highway and Edgemoor Rd. as discussed with all new lights included. Also contingent on getting something from TDOT on exactly what is going to be defined as our responsibility as maintenance on this and with approval from the Law Director, the Mayor and Highway Superintendent.(Exhibit C) Seconded by Commissioner Warfield. Motion carried by voice vote.

#### Old Business

7. Commissioner Hitchcock made a motion that administratively that the Purchasing Department will report to the Finance Director. Seconded by Commissioner Mead. Voting aye: Wandell, Meredith, Emert, Warfield, Vowell, Isbel, White, Hitchcock, Mead, Creasey, Scott, Yager and Iwanski. Voting no: none. Absent: Fritts, Alderson and McKamey. Motion passed.

#### Purchasing Department

8. Commissioner Warfield made a motion to approve the following contracts. Seconded by Commissioner Mead. Motion carried by voice vote.

- Smith and Hammaker-Master Services Agreement-Law Director- one year contract for the period of 3/7/2017-3/1/2018 to provide document shredding services on an as-needed basis for \$35/pickup.

- Blockhouse Valley Security Contract-Law Director-five year contract for period of 1/1/2017-12/31/2022 for security services at the Blockhouse Valley complex.
- Knoxville Harley Davidson-Motorcycle Lease-Sheriff's Dept-one year contract for period of 4/1/2017-3/31/2018 for lease of four motorcycles.
- Diversicare of Oakridge-Briarcliff-EMS-three year contract for the period of 7/1/2016-6/30/2019 for transportation services for non-emergency purposes.
- Morristown Automatic Sprinkler Co-Detention Facility-one year contract for the period of 2/8/17-2/7/2018 to provide annual sprinkler inspection (\$520.00)and annual fire alarm system inspection (\$1,750.00).

9. Commissioner Wandell made a motion that we allow the Mayor, the Finance Director and the Law Director to develop a new lease agreement to present to Cappiello for \$4,500.00 a month for up to 36 months. Seconded by Commissioner Warfield.

Commissioner Wandell rescinded previous motion. Commissioner Warfield also agreed to rescind.

Commissioner Wandell made a motion that we renegotiate with Cappiello for \$4,500.00 a month up to 36 months and report back to this body to consider entering into a new contract. Seconded by Commissioner Warfield. Voting aye: Wandell, Meredith, Emert, Warfield, Vowell, Isbel, White, Hitchcock, Mead, Creasey, Scott, Yager and Iwanski. Voting no: none. Absent: Fritts, Alderson and McKamey. Motion passed.

10. Commissioner Wandell made a motion to refer to the Operations Committee the discussion of the RFP for EMS audit. Seconded by Commissioner Warfield. Motion carried by voice vote.

Budget Committee

11. Commissioner Warfield made a motion to approve the following school appropriations. Seconded by Commissioner Mead. Voting aye: Wandell, Meredith, Emert, Warfield, Vowell, Isbel, White, Hitchcock, Mead, Creasey, Scott, Yager and Iwanski. Voting no: none. Absent: Fritts, Alderson and McKamey. Motion passed.

Increase Revenue Code:

141-43551-SEFFS

School Based Health Services-  
Special Ed Fees for Service \$25,000.00

Increase Expenditure Code:

141-72200-499-SEFFS

School Based Health Services-  
Special Ed Fees for Service \$25,000.00

Increase Revenue Codes:

141-43990

Other Charges for Services \$30,000.00

Increase Expenditure Codes:

141-72810-499-CHMB

Technology- Other Materials &  
Supplies- Chrome Books \$30,000.00

Increase Revenue Code:

141-47640ROTC

Reimbursement \$30,000.00

Increase Expenditure Code:

141-71100-599

Other Charges

\$30,000.00

12. Commissioner Mead mad a motion to approve the following school transfers. Seconded by Commissioner Iwanski. Voting aye: Wandell, Meredith, Emert, Warfield, Vowell, Isbel, White, Hitchcock, Mead, Creasey, Scott, Yager and Iwanski. Voting no: none. Absent: Fritts, Alderson and McKamey. Motion passed.

Increase Expenditure Code:

141-71200-399

Other Contracted

\$16,000.00

Decrease Expenditure Code:

141-71200-116

Teachers

\$16,000.00

Increase Expenditure Code:

141-72130-499

Other Student Support-  
Other Materials & Supplies

\$17,858.00

Decrease Expenditure Code:

141-72120-499

Health Services-  
Other Materials & Supplies

\$17,858.00

13. Commissioner Iwanski made a motion to approve the following school transfers. Seconded by Commissioner Mead. Motion carried by voice vote.

Increase Expenditure Code:

141-72810-355

Travel

\$10,000.00

Decrease Expenditure Codes:

141-72810-320

Dues & Memberships

\$125.00

141-72810-524

Staff Development

165.00

141-72810-399

Contracted Services

9,710.00

Total Decreased Expenditures

\$10,000.00

Increase Expenditure Code:

143-73100-336

Maintenance & Repair

\$16,000.00

Decrease Expenditure Code:

143-73100-710

Food Service Equipment

\$16,000.00

14. Commissioner Warfield made a motion to approve the following non-school appropriations. Seconded by Commissioner Mead. Voting aye: Wandell, Meredith, Emert, Warfield, Vowell, Isbel, White, Hitchcock, Mead, Creasey, Scott, Yager and Iwanski. Voting no: none. Absent: Fritts, Alderson and McKamey. Motion passed.

Decrease Reserve Code:

122-34525

Drug Fund Reserve – Restricted

\$60,000.00

Increase Expenditure Code:

122-54150-718

Motor Vehicle

\$60,000.00

Increase Reserve Code:

101-39000

Data Processing Reserve Fund

\$350.01

Decrease Expenditure Code:

101-51600-719

Increase Expenditure Codes:

101-52500-399

101-52500-349

Decrease Reserve Code:

101-39000

Increase Revenue Code:

101-46990-6000

Increase Revenue Code:

101-48130-3001

Increase Expenditure Code:

101-54410-599-ORRCA

Decrease Reserve Code:

115-34535-4000

Decrease Expenditure Code:

115-56500-499-4000

Increase Expenditure Codes:

115-56500-335-4001

115-56500-437-4000

Increase Revenue Code:

101-46390-TAB

Increase Expenditure Code:

101-55110-429-TAB

101-55110-499-TAB

Office Equipment \$350.01

Service Contracts (Website) \$5,200.00

Title & Renewal Envelopes 1,100.00

Total Increased Expenditures \$6,300.00

Clerk Data Processing- Reserve \$5,200.00

Clerk Titles & Supplies \$1,100.00

Revenue from Oak Ridge-  
Reservation Community Alliance \$5,000.00

Civil Defense-Other Charges-ORRCA \$5,000.00

Norris Reserve- Local  
Committed Funds Account \$7,000.00

Other Supplies & Materials \$350.00

Building Maintenance & Repair \$7,000.00

Periodicals350.00

Total Increased Expenditures \$7,350.00

Tobacco Settlement Funds \$19,200.00

Instructional Supplies-TAB \$13,000.00

Other Supplies & Materials-TAB 6,200.00

Total Increased Expenditures \$19,200.00

15. Commissioner Scott made a motion to approve the following general fund unassigned fund balance appropriation. Seconded by Commissioner Mead. Voting aye: Wandell, Meredith, Emert, Warfield, Vowell, Isbel, White, Hitchcock, Mead, Creasey, Scott, Yager and Iwanski. Voting no: none. Absent: Fritts, Alderson and McKamey. Motion passed.

Increase Reserve Code:

101-39000

Decrease Expenditure Code:

101-52100-799

Unassigned Fund Balance \$51,226.73

Finance-Other Capital Outlay \$51,226.73

16. Commissioner Iwanski made a motion to approve 145 Head Start Sub Funds 13-16 budget packet for fiscal year 2017-2018. Seconded by Commissioner Warfield. Motion carried by voice vote.

17. Commissioner Iwanski made a motion to pass resolution 17-3-624 a resolution authorizing the issuance of interest bearing general obligation capital outlay notes of Anderson County, Tennessee in an aggregate principal amount of not to exceed three hundred fifty thousand and no/100 dollars (\$350,000.00) Making provision for the issuance, sale and payment of said notes, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of tax, if necessary for the payment of principal thereof and interest thereon.(Exhibit D) Seconded by Commissioner Mead.

Commissioner Mead amended previous motion to look at different term options of a 3, 5, 7 and 12. Seconded by Commissioner Mead. Motion carried by voice vote.

Amended motion passed by voice vote.

18. Commissioner Mead made a motion to have a written report update of the animal shelter submitted quarterly to the County Commission. Seconded by Commissioner Warfeild. Motion carried by voice vote.

19. Commissioner Mead made a motion to refer to the Rules Committee the consideration of having three alternate commissioners who are not on Budget or Operations Committee be alternates on Operations Committee. Seconded by Commissioner Isbel. Motion carried by voice vote.

20. Commissioner Wandell made a motion to add to Aprils Operations Agenda to ask the County Clerk to explore the technology to display agendas moving forward. Seconded by Commissionoer Isbel. Motion carried by voice vote.

21. Commissioner Wandell made a motion to explore having Channel 95 tape the Operations Committee meeting and show the following day. Seconded by Commissioner Warfield. Motion carried by voice vote.

22. Commisisoner Wandell made a motion to defer to April Operations Committee meeting the Commission Newsletter. Seconded by Commissioner Creasey. Motion carried by voice vote.

23. Commissioner Wandell made a motion to defer Senior Center to April Operations Committee meeting. Seconded by Commissioner Isbel. Motion carried by voice vote.

#### Nominating Committee

24. Commissioner Warfield made a motion to nominate Roger William Bates "Billy" to fill the open position on the Veteran's Service Advisory Board. Seconded by Commissioner Wandell. Motion carried by voice vote.

#### ADA

25. Commissioner Creasey made a motion to approve the forms Anderson County Government ADA Public Notice, Anderson County Government Applicant Accommodation Request and



Americans with Disabilities Act Complaint Form and to place them on website and also on board outside of Human Resource. Seconded by Commissioner Scott. Motion carried by voice vote.

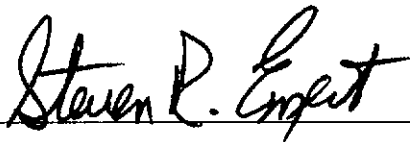
New Business

26. Commissioner Meredith made a motion to approve the Fiscal Strength and Efficient Government Fiscal Confirmation Letter. (Exhibit E) Seconded by Commissioner Iwanski. Motion carried by voice vote.

Old Business

27. Commissioner White made a motion for the chairman to appoint a committee to address the over-crowding of the Senior Center. Seconded by Commissioner Meredith. Motion carried by voice vote.

Meeting adjourned.



Steven R Emert, Chairman  
County Commission



Jeff Cole  
County Clerk



EXHIBIT PAGE

MARCH 20, 2017

EXHIBIT A: RESOLUTION HONORING THE ANDERSON COUNTY HIGH SCHOOL NAVY JUNIOR RESERVE OFFICER TRAINING CORP AND RESOLUTION HONORING THE LIFE OF DR. GENE CALDWELL

EXHIBIT B: RESOLUTION SUPPORTING ADDITIONAL HIGHWAY IMPROVEMENT FUNDING AND ENDORSING THE PASSAGE OF GOVERNOR HASLAM'S "IMPROVE ACT"

EXHIBIT C: ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO. STP-SIP-9(86), STATE PROJECT NO. 01003-0235-94, 01003-3235-94, 01003-1235-94, 01003-2235-94, INTERSECTION AT SR-170 ROUTE: SR-9 WHICH INVOLVES THE INTERSECTION OF CLINTON HIGHWAY AND EDGEMOOR ROAD

EXHIBIT D: RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF ANDERSON COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM: AND PROVIDING FOR THE LEVY OF TAX, IF NECESSARY, FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THERON

EXHIBIT E: FISCAL STRENGTH AND EFFICIENT GOVERNMENT FISCAL CONFIRMATION LETTER THREESTAR PROGRAM REQUIREMENTS

\*ALL ORIGINAL CERTIFIED COPIES OF DOCUMENTS ARE FILED IN THE COUNTY CLERK'S CLINTON LOCATION LOCATED IN THE COURTHOUSE ROOM 111.

# Anderson County, Tennessee Board of Commissioners

RESOLUTION NO. 17-03-626

## RESOLUTION HONORING THE ANDERSON COUNTY HIGH SCHOOL NAVY JUNIOR RESERVE OFFICER TRAINING CORP

**WHEREAS**, the Anderson County High School Junior Reserve Officer Training Corp (JROTC) is an elite group and one of the most highly recognized JROTC programs in the United States;

**WHEREAS**, under Commander Tommy Mariner the unit was selected to represent the USS Tennessee and State of Tennessee at the 75<sup>th</sup> Anniversary Pearl Harbor Memorial Day Parade;

**WHEREAS**, twenty-one of the unit's finest cadets marched in the Memorial Parade behind the banner of the mighty USS Tennessee (BB 43);

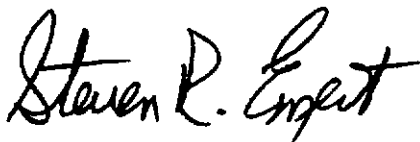
**WHEREAS**, the USS Tennessee was the lead battleship of her class and was one of eight battleships docked in Battleship Row on that infamous morning of December 7, 1941 when the Japanese attacked;

**WHEREAS**, over \$40,000 was raised by the group in order to participate in the parade from grants, donations and several fundraising events;

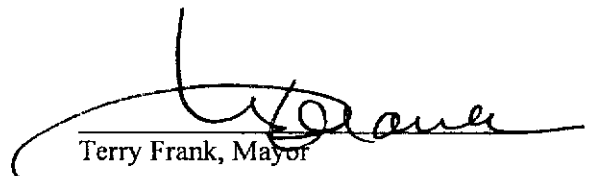
**WHEREAS**, In the words of Franklin D. Roosevelt, December 7, 1941 was "a day that will live in infamy" and the ACHS JROTC unit had the great pleasure of representing the USS Tennessee battleship and the State of Tennessee in this historic 75<sup>th</sup> Anniversary Memorial Day Parade.

**NOW THEREFORE, BE IT RESOLVED** by the Anderson County Board of Commissioners meeting in regular session in Clinton, Tennessee this 20<sup>th</sup> day of March 2017 that we honor and recognized with pride the Anderson County High School JROTC Unit for their tremendous accomplishments in representing Anderson County and for their participation in the 75<sup>th</sup> Anniversary Pearl Harbor Memorial Day Parade. Congratulations for a job well done.

**RESOLVED, DULY PASSED AND APPROVED** this 20<sup>th</sup> day of March 2017.



Steve Emert, Chair, AC Commission



Terry Frank, Mayor



ATTEST:



Jeff Cole, County Clerk

# Anderson County, Tennessee Board of Commissioners

A

RESOLUTION NO.: 17-3-625

## POSTHUMOUS RESOLUTION HONORING THE LIFE OF DR. GENE CALDWELL

**WHEREAS**, our dear friend and influential community leader, Dr. Gene Caldwell passed away peacefully on March 4, 2017; and

**WHEREAS**, he was known as a wonderful man who achieved much, wore many hats, and earned many titles and awards, but to all who knew him well it was not about Gene, it was all about what he could do for you and what he could give to this community; and

**WHEREAS**, his love for this community and the people he served was undeniable. He touched the lives of many in this community and many are better people for having known him; and

**WHEREAS**, his life was an inspiration for all of us. He was full of life and made a positive difference in many lives, many worthy causes and the community he loved so dearly; and

**WHEREAS**, Gene truly lived his life knowing that in the end it's not the years in your life that count; it's the life in your years; and

**WHEREAS**, we all live in grief because of his passing, but we all live in thankfulness for knowing this great man and what he meant to our county; and

**WHEREAS**, Gene's life may have ended but his legacy will live on.

**NOW THEREFORE, BE IT RESOVED** by the Anderson County Board of Commissioners meeting in Clinton, Tennessee on this 20<sup>th</sup> day of March 2017 that we honor and are forever grateful for Dr. Gene Caldwell, his accomplishments and his service to the citizens of this county.

Rest in peace our dear friend and may your footprints on our great county grow larger and your eternal legacy live on.

**BE IT FURTHER RESOLVED**, that we declare March 4<sup>th</sup> of each calendar year "Dr. Gene Caldwell Day" in Anderson County to honor him, his life and our continued commitment to serve our citizens and to live our lives as he did by putting others first.

**RESOLVED, DULY PASSED AND APPROVED** this 20<sup>th</sup> day of March 2017.

*Steven R. Engel*

Chair, AC Commission



*Terry Frank*

Mayor

ATTEST:

*Jeff Cole*

# Anderson County, Tennessee Board of Commissioners

RESOLUTION NO. 17-03-627

**RESOLUTION SUPPORTING ADDITIONAL HIGHWAY IMPROVEMENT FUNDING AND ENDORSING THE PASSAGE OF GOVERNOR HASLAM'S "IMPROVE ACT."**

**WHEREAS**, the continued lack of funding for county highway projects has reached a critical point in Tennessee as the state gasoline/fuel tax collections remain consistently stagnant; and

**WHEREAS**, at the state level, the Administration has identified more than ten billion (\$10,000,000,000.00) in backlogged transportation projects; and

**WHEREAS**, as part of the overall Tennessee transportation system, county roads and bridges are essential to the state's economic and community development success, the safe and efficient transportation of school children and the provision of emergency services to our taxpayers; and

**WHEREAS**, while the vast majority of vehicle trips in Tennessee begin and end on a road maintained by a local government, county highway departments are continuing to scale back or cancel resurfacing projects and reduce staffing until additional revenues become available; and

**WHEREAS**, in response to this critical need for additional transportation revenue, Governor Haslam has proposed the IMPROVE Act, which would increase the tax on gasoline by seven cents (\$0.07) and the tax on diesel fuel by twelve cents (\$0.12), which, in combination with other miscellaneous fees and surcharges, results in an additional two-hundred and ninety-six million dollars (\$296,000,000.00) annually for the Department of Transportation and an additional seventy-eight million (\$78,000,000.00) annually to counties, providing highway departments with much needed resources to more adequately address their current and future infrastructure needs; and

**WHEREAS**, while making essential investments in transportation infrastructure, the IMPROVE Act balances the burden on taxpayers by also providing for cuts to franchise and excise taxes, grocery taxes and the Hall Income Tax; and

**WHEREAS**, the Anderson County Legislative Body believes the IMPROVE Act provides an adequate, multi-faceted funding solution for Tennessee's transportation needs and provides tax relief for citizens and businesses which allow Tennessee's economy to remain strong and continue to grow.

**NOW THEREFORE, BE IT RESOLVED** by the Anderson County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of March 2017 in Clinton, Tennessee that we strongly urge the Tennessee General Assembly to pass the IMPROVE Act (HB0534 and SB1221) in order to more adequately fund the state's transportation needs and also those needs of Anderson County.

**BE IT FURTHER RESOLVED** that the Anderson County Clerk shall transmit a copy of this Resolution to our representatives in the House and Senate

**RESOLVED, DULY PASSED AND APPROVED** by unanimous vote of our membership on this the 20<sup>th</sup> day of March 2017.



*Steven R. Emert*  
Steven Emert, Chair, AC Commission

\_\_\_\_\_  
Terry Frank, Mayor

ATTEST:

*Jeff Cole*  
\_\_\_\_\_  
Jeff Cole, County Clerk



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

March 29, 2017

Mr. Jeff Cole  
Anderson County Clerk  
100 North Main Street  
Clinton, Tn 37716


via hand delivery

Dear Mr. Cole,

I was presented Resolution 17-03-627 for my signature. I wanted to make you aware that I am returning the resolution without my signature for the same procedural concerns that I have raised in the past on other similarly presented resolutions. As I noted in previous similar circumstances, I have concerns when resolutions are not drafted in advance of the meeting for both commissioners and the public at large to know and especially as this resolution deals with actively debated legislation. In this instance, the public had no knowledge that this resolution was going to be created, as the motion was actually just developed on the floor.

In maintaining a consistent position on procedure, I am returning the attached resolution to your office. I did notify officials at TDOT of the Resolution and its unanimous support. I also warned them that I have a procedural issue and that I had to maintain consistency and thus wouldn't be signing, but that I would be writing them a separate letter explaining the reason my signature wasn't appearing.

My best regards,



Terry

*Anderson County Board of Commissioners  
Anderson County, Tennessee*

RESOLUTION NO. 17-03-623

ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO. STP-SIP-9(86), STATE PROJECT NO. 01003-0235-94, 01003-3235-94, 01003-1235-94, 01003-2235-94, INTERSECTION AT SR-170 ROUTE: SR-9 (EDGEMOOR ROAD AND CLINTON HIGHWAY)

WHEREAS, the Tennessee Department of Transportation has presented to the Anderson County Board of Commissioners a Limited Scope Project Proposal concerning Federal Project No. STP-SIP-9(86), State Project No. 01003-0235-94, 01003-3235-94, 01003-1235-94, 01003-2235-94, INTERSECTION AT SR-170 ROUTE: SR-9, which involves the intersection of Clinton Highway and Edgemoor Road (See Appendix 1); and

WHEREAS, Anderson County Government has determined that the above referenced project will benefit the county and the citizens thereof; and

WHEREAS, said Proposal is incorporated herein by referenced the same as if copied herein verbatim, with a copy of said proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to Anderson County, Tennessee, submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Anderson County Board of Commissioners, and that Anderson County Government shall fulfill all obligations concomitant thereto;

NOW, THEREFORE BE IT RESOLVED, by the Anderson County Board of Commissioners that this resolution is duly passed and approved this 20<sup>th</sup> day of March, 2017, and shall take affect from and after its passage.

APPROVED

*Steven R. Emert*  
Steve Emert, Commission Chairman

*Terry Franks*  
Mrs. Terry Franks, County Mayor

ATTEST:

*Jeff Cole*  
Jeff Cole, Anderson County Clerk

APPROVED AS TO LEGAL FORM:

*Jay Yeager*  
Jay Yeager, County Law Director



# Appendix 1

## PROPOSAL OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE TO THE COUNTY OF ANDERSON, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Anderson, Tennessee, hereinafter "COUNTY", designated as Federal Project No. STP-SIP-9(86), State Project No. 01003-0235-94, 01003-3235-94, 01003-1235-94, 01003-2235-94 , that is described as "Intersection at SR-170 Route: SR-9", provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.
2. The COUNTY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.



3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the COUNTY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project.

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a COUNTY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the COUNTY agrees to waive enforcement of the COUNTY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. The COUNTY will prohibit encroachments of any kind upon the right-of-way and easements for the project.

13. The COUNTY will prohibit the servicing of motor vehicles within the right-of-way and easements for the project.

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project and before installing any device for the purpose of regulating the movement of traffic.

15. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The COUNTY agrees to maintain other parts of non-access control projects.

16. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 15 of this Proposal.

17. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

18. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein.

19. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

20. The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the 31 day of March, 2017 <sup>(4)</sup>

THE COUNTY OF Anderson, TENNESSEE

BY: [Signature]  
MAYOR

DATE: 3/31/2017

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
JOHN SCHROER  
COMMISSIONER

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
JOHN REINBOLD  
GENERAL COUNSEL

DATE: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

[Signature]  
N. Jay Yeager  
Anderson County Law Director

Resolution No. 17-3-624

**A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST-BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF ANDERSON COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX, IF NECESSARY, FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.**

WHEREAS, pursuant to authority granted by Sections 9-21-608, *et seq.*, Tennessee Code Annotated, subject to the approval of the State Director of Local Finance, counties in Tennessee are authorized to issue interest bearing capital outlay notes for all municipal purposes for which general obligation bonds can be legally authorized and issued for a period of not greater than the end of the twelfth fiscal year following the fiscal year in which the notes are issued; and

WHEREAS, the Board of County Commissioners of Anderson County, Tennessee (the "County") has determined that it is necessary and desirable to issue not to exceed \$350,000 in aggregate principal amount of capital outlay notes to provide funds to finance, in whole or in part, (i) improvements, renovations and repairs to a court facilities and other public buildings and facilities, including equipment therefor; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project and construction of related infrastructure; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto (collectively, the "Projects"); (iv) reimbursement to the County for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of such notes; and

WHEREAS, it appears to the Board of County Commissioners of the County that it will be advantageous to the County to issue not to exceed \$350,000 in aggregate principal amount of capital outlay notes for said purposes; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such notes, establishing the terms thereof, providing for the issuance, sale and payment of the notes and disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof and interest thereon.

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

Section 1. Authority. The notes authorized by this resolution are issued pursuant to Sections 9-21-101 *et seq.*, and 9-21-608 *et seq.*, Tennessee Code Annotated, 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) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;

(b) "County" shall mean Anderson County, Tennessee;

(c) "Debt Management Policy" shall mean the Debt Management Policy approved by the Governing Body;

(d) "Governing Body" shall mean the Board of County Commissioners of the County;

(e) "Notes" shall mean the not to exceed \$350,000 General Obligation Capital Outlay Notes of the County, to be dated their date of issuance, and have such series designation or such other dated date as shall be determined by the County Mayor, pursuant to Section 8 hereof;

(f) "Projects" shall mean (i) improvements, renovations and repairs to a court facilities and other public buildings and facilities, including equipment therefor; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project and construction of related infrastructure; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and

(g) "Registration Agent" shall mean the County Clerk who shall serve as registration and paying agent or any successor registration agent and paying agent appointed by the Governing Body.

Section 3. Findings of the Governing Body: Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Notes, as proposed herein, is consistent with the County's Debt Management Policy. The weighted average maturity of the Notes is less than the weighted average expected life of the Projects. The debt service on the Notes is planned to achieve relatively level debt service. The approximate debt service and estimated interest expense and costs of issuance of the Notes have been presented to the Governing Body.

#### Section 4. Authorization and Terms of the Notes.

(a) For the purpose of funding the Projects, reimbursing the County for funds previously expended for costs of the Projects, if any and paying the costs incident to the issuance and sale of the Notes, there are hereby authorized to be issued interest bearing capital outlay notes of the County, in certificated form, in an aggregate principal amount of not to exceed \$350,000. Subject to the adjustments permitted in Section 8 hereof, the Notes shall be issued in one or more emissions, in fully registered form, without coupons, shall be known as "General Obligation Capital Outlay Notes" and shall be dated their date of issuance, or such other date and have such series designation as shall be determined by the County Mayor. The Notes shall bear interest at a rate or rates not to exceed the maximum rate permitted by law, payable, subject to the adjustments permitted pursuant to Section 8 hereof, monthly or on such other dates as are approved by the County Mayor and the purchaser of the Notes until the Notes mature or are redeemed, commencing no later than one year from the date of issuance of the Notes. The Notes shall be issued in such denomination as shall be requested by the original purchaser thereof. Subject to the adjustments permitted by Section 8 hereof, the principal of the Notes shall mature serially or be subject to mandatory redemption and be payable on an annual, semi-annual or monthly basis such that the County is making level combined payments of principal and interest over a period designated by the County Mayor not to exceed the end of the twelfth fiscal year following the fiscal year in which the Notes are issued, provided, however, that with the approval of the State Director of Local Finance, the County Mayor may establish a debt service schedule that does not require principal amortization in the first two fiscal years after the issuance of the Notes.

(b) Subject to the adjustments permitted by Section 8 hereof, the Notes shall be subject to redemption prior to maturity at the option of the County, 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 Notes shall be

called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes 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; provided, however, notwithstanding the foregoing, if the Notes are sold as a Term Note, as defined below, the County Mayor may designate the mandatory redemption payment to be redeemed.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements as determined by the County Mayor. In the event any or all the Notes are sold as Term Notes, the County shall redeem Term Notes on redemption dates in aggregate principal amounts equal to the maturity amounts determined by the County Mayor at a price of par plus accrued interest thereon to the date of redemption. The Term Notes to be redeemed within a single maturity, if there is more than one 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 Notes 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 Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of a 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 Note 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 Notes 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 optional redemption (no notice shall be required for mandatory redemption) shall be given by the Registration Agent on behalf of the County not less than five (5) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note 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 Notes for which proper notice was given. This 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"). 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 determined by the County Mayor) 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 Notes 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 affected

noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

(e) The County hereby authorizes and directs the Registration Agent to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes 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 Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

(f) The Notes 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 Notes by check or draft on each interest payment date directly to the registered owners as shown on the Note registration records maintained by the Registration Agent as of the close of business on the day 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 Note registration records, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Notes shall be made upon presentation and surrender of such Notes 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. If requested by the Owner, payment of interest on such Notes shall be paid by wire transfer to a bank within the continental United States and written notice of any such election is given to the Registration Agent prior to the record date.

(g) Any interest on any Note 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 Notes 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 Note 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 Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes 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 Notes when due.



(h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(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 Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in \$5,000 denominations, or integral multiples of \$1,000 in excess thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the County to call such Note 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 Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note 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 Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

(i) The Notes 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 County Mayor and attested by the manual or facsimile signature of the County Clerk.

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

(k) In case any Note 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 Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and in substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the County may pay or authorize payment of such Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Note, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Note an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Notes shall be payable from available tax revenues of the County and, to the extent required, from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on the Notes, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Notes. The Notes shall be in substantially the following form, the omissions to be appropriately completed when the Notes are prepared and delivered:

(Form of Note)

REGISTERED  
Number \_\_\_\_\_

REGISTERED

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF ANDERSON  
GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 2017

Interest Rate:

Maturity Date:

Date of Note:

[CUSIP No.:

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Anderson County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures or is redeemed, said interest being payable on \_\_\_\_\_, 2017, and [annually] [semi-annually] [monthly] thereafter on \_\_\_\_\_. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the County Clerk, Clinton, Tennessee as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note 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 check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date 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 payable to the person in whose name this Note 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 Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of principal hereof shall be made upon presentation and surrender of this Note to the Registration Agent when due.

The Notes shall be subject to redemption prior to maturity at the option of the County, 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 Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Commissioners of the County, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes 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 Notes 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. The Notes 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 Notes to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Notes Redeemed</u>
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**\*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 Notes 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 Notes 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 Note 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 Notes 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 optional redemption (no notice shall be required for mandatory redemption) shall be given by the Registration Agent on behalf of the County not less than five (5) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note 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 Notes for which proper notice was given. This 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"). 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 determined by the County Mayor) 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 Notes 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 affected noteholder(s) that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

This Note 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 Note. Upon such transfer a new Note or Notes 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 Note 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 Note shall be overdue. Notes, 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 Notes 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 Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, [nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the County to call such Note for redemption.]

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 Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

This Note is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the County for the purpose of providing funds to finance, in whole or in part, (i) improvements, renovations and repairs to a court facilities and other public buildings and facilities, including equipment therefor; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project and construction of related infrastructure; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto (collectively, the "Projects"); (iv) reimbursement to the County for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of the notes of which this Note is one, 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 the 20<sup>th</sup> day of March, 2017.

This Note is payable from available tax revenues of the County and, to the extent required, from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Note, 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 Note is issued, reference is hereby made to said Resolution.

This Note 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 Note during the period the Note 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 Note 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.

IN WITNESS WHEREOF, Anderson County, Tennessee, has caused this Note to be signed by its County Mayor with her manual or facsimile signature and attested by its County Clerk with his manual or facsimile signature as of the day and date hereinabove set forth.

ANDERSON COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

ATTESTED:

\_\_\_\_\_  
County Clerk

Transferable and payable at the principal office of:

County Clerk  
Clinton, Tennessee

Date of Registration: \_\_\_\_\_

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

County Clerk  
Registration Agent

\_\_\_\_\_  
(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 Note of Anderson County, Tennessee and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Note 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 Note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a medallion program acceptable to the Registration Agent.

Section 7. Levy of Tax. The County, through its Governing Body, shall, to the extent required, 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 and interest on the Notes when due, and for that purpose there is hereby levied a direct tax in such amount as may be found necessary each year to pay principal and interest coming due on the Notes. Principal 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 or other legally available funds of the County to the payment of debt service on the Notes.

Section 8. Sale of Notes.

(a) The Notes shall be sold by the County Mayor by an informal bid process as permitted by Tennessee law at a price equal to the principal amount thereof. For the purpose of obtaining the lowest possible interest cost on the Notes, the County Mayor is authorized to establish a series designation; to cause to be sold an aggregate principal amount of Notes less than that shown in Section 4 hereof, to make corresponding adjustments to the maturity schedule as designated in Section 4 hereof, so long as the final maturity of the Notes does not exceed twelve years from the dated date of the Notes; to change the interest payment dates on the Notes; to cause two or more serial maturities to be sold as a Term Note with mandatory sinking fund payments equal to each annual serial maturity; to adjust principal payment amounts; to modify the redemption provisions to provide that all or a portion of the Notes are not subject to optional redemption; and if subject to optional redemption, to provide for a redemption premium to be paid on the Notes of not greater than 101% of par if the Notes are originally sold at par. The County Mayor is further authorized to sell the Notes as a single Note having annual serial installments of principal maturing and payable in the amounts and on the dates as set forth in Section 4 hereof, as may be modified as set forth in this Section 8 hereof.

(b) No Notes shall be sold at an interest rate exceeding five percent (5.00%) per annum. The action of the County Mayor in selling the Notes, establishing the terms set forth above and fixing the interest rate or rates on the Notes, but not exceeding five percent (5.00%) per annum, shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Note set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof. The County Mayor and County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the purchaser thereof and to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the

sale and delivery of the Notes. The County Mayor is hereby authorized to enter into a contract with the Cumberland Securities Company, Inc. for financial advisory services in connection with the sale of the Notes and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as note counsel in connection with the Notes, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

(c) The Notes shall not be issued until after the approval of the State Director of Local Finance shall have been obtained as required by Sections 9-21-101 et seq., Tennessee Code Annotated.

**Section 9. Disposition of Note Proceeds.**

(a) All accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Notes on the first interest payment date following delivery of the Notes.

(b) The remainder of the proceeds of the sale of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2017 General Obligation Note Fund (the "Note Fund") to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Note Fund to pay costs of issuance of the Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. The remaining monies in the Note Fund shall be solely used by the County to pay costs of the Projects and, if applicable, to reimburse the County for any funds previously expended for Project costs. Moneys in the Note Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be deposited by the County Trustee in the Note Fund to pay costs of the Projects or to the County's debt service fund to pay principal and interest on the Notes at the direction of the County Mayor. Funds remaining in the Note Fund after payment of costs of issuance, completion of the Projects and reimbursement to the County for funds previously expended for Project costs, if any, shall be transferred to the County's debt service to be used to pay principal and interest on the Notes.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

**Section 10. Offering Circular.** The County Mayor, working with Cumberland Securities Company, Inc., as financial advisor, is hereby authorized to provide for the preparation and distribution of an Offering Circular describing the Notes. No Offering Circular need be prepared if the Notes are sold or expected to be sold to a purchaser that does not intend to reoffer the Notes to the public.

**Section 11. Federal Tax Matters Related to the Notes.** The County expects that the Notes will be issued so that the interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. If the Notes are so issued, the County agrees that it shall take no action that may render the interest on any of said Notes subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Notes will not be used in a manner which will cause the Notes 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 Notes 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 Notes 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 Notes from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the County Clerk are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Notes, the County Mayor and the County Clerk is directed to promulgate and administer the County's Federal Tax Compliance Policies and Procedures with respect to the Notes.

**Section 12. Discharge and Satisfaction of Notes.** If the County shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways:

(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 Notes as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"), in trust, on or before the date of maturity, sufficient money or Defeasance Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date; or

(c) By delivering such Notes 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 Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the County to the owners of such Notes 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 Notes 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 Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Notes; provided that any cash received from such principal or interest payments on such Defeasance 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 Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Notes 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, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the



United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, 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 13. 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 (the "Rule") of the Securities Exchange Commission for the Notes. If required by the Rule, the County Mayor is authorized to execute at the Closing of the sale of the Notes, an agreement for the benefit of and enforceable by the owners of the Notes specifying the details of the financial information and event notices to be provided and its obligations relating thereto.

**Section 14. Reimbursement.** It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

**Section 15. Qualified Tax-Exempt Obligations.** The Governing Body hereby authorizes the County Mayor to designate the Notes as "qualified tax-exempt obligations," to the extent the Notes, or any emission thereof, may be designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

**Section 16. Reasonably Expected Economic Life.** The "reasonably expected economic life" of the Projects within the meaning of Section 9-21-101 *et seq.*, Tennessee Code Annotated, is greater than twelve (12) years.

**Section 17. Resolution a Contract.** The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full.

**Section 18. Separability.** 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 19. 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 and approved this 20<sup>th</sup> day of March, 2017.



County Clerk

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County Mayor

STATE OF TENNESSEE )

COUNTY OF ANDERSON )

I, Jeff Cole, certify that I am the duly qualified and acting County Clerk of Anderson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of March 20, 2017, of the governing body of the County; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to General Obligation Capital Outlay Notes of said County.

WITNESS my official signature and seal of said County this 29 day of March, 2017.



Jeff Cole  
County Clerk



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

March 29, 2017

Chairman Steve Emert  
Jeff Cole, County Clerk

RE: Notice of Veto Resolution 17-3-624

Dear Chairman Emert,

This letter serves as notice of Veto on Resolution 17-3-624. I realize the county is moving forward on the estimated \$300-350,000 remodeling of the Daniel Arthur Building in Oak Ridge and this letter is not intended to be a statement for or against the merits of remodeling, property use, etc.

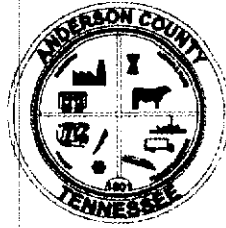
The veto is to memorialize my concern and opposition for language in the Resolution noted in the caption that reads "A Resolution *authorizing* the issuance of interest-bearing General Obligation Capital Outlay Notes of... and *providing for the Levy of Tax, if Necessary...*".

To alleviate any concerns you may have about the veto, I understand the specifics of a funding source for this note are still being reviewed and that Finance Director Natalie Erb is to present some options to Commission. I also understand that Oak Ridge City Council has not yet memorialized an official contribution schedule, and that you are still working on the bid process for construction; therefore, my veto will not interfere with the plans of Commission if Commission wishes to proceed on schedule.

I did feel it important, however, to go on record that I could not support any additional tax levy for this project. Perhaps the authorization allows for existing taxes to be reallocated, in which case, once funding is put in place, all will be clarified.

My best regards,

Terry  
CC: County Commission  
Attachment: Front page Resolution



EXHIBIT

E

## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

March 21, 2017

### **Fiscal Strength and Efficient Government Fiscal Confirmation Letter ThreeStar Program requirements**

This document confirms that Anderson County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The County Mayor has reviewed with the County Commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The County Mayor and County Commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.
- The County Mayor and County Commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).

**Debt Management Policy**

This is an acknowledgement that the Debt Management Policy of Anderson County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Anderson County Commission present at the meeting held on the 19<sup>th</sup> day of January, 2017.

Minutes of this meeting have been included as documentation of this agenda item.

**Annual Cash Flow Forecast**

This is an acknowledgement that prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office and was reviewed with the members of the Anderson County Commission present at the meeting held on the 19<sup>th</sup> day of January, 2017.

Minutes of this meeting have been included as documentation of this agenda item.

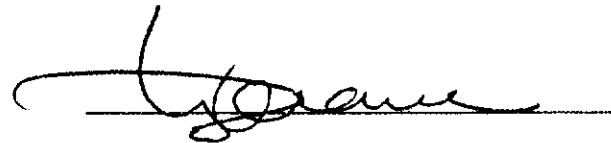
**Confirmation of Documented Internal Controls Requirement**

This is an acknowledgement that Anderson County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of Anderson County in compliance with Section 9-18-102 (a), Tennessee Code Annotated.

Acknowledged this 21<sup>st</sup> day of March, 2017.

Terry Frank

County Mayor/Executive Name



Signature