

RESOLUTION

NO. 2016 / 03 / 01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 28nd day of March 2016.

RESOLUTION OF REF: APPOINTMENT TO FILL VACANCY OF 6TH DISTRICT COUNTY COMMISSION SEAT

WHEREAS, due the resignation of Gary Hicks Jr., in the 6th District in December 2015, there came a Commissioner vacancy in 6th District and,

WHEREAS, the results of the March 1, 2016 Primary election declared Rick Brewer the winner on the Republican Ballot for the 6th District Commission Seat with no opposing candidate on the Democratic Ballot.

NOW, THEREFORE BE IT RESOLVED that Rick Brewer be nominated to fill the vacant seat in the 6th Commissioner District until the August 4, 2016 General Election.

INTRODUCED BY: Shane Bailey & Darrell Gilliam

SECONDED BY: _____

DATE SUBMITTED: 3-14-16

NANCY A. DAVIS
HAWKINS COUNTY CLERK

BY: Cindy Rutledge, D.C.

COMMITTEE ACTION: _____

CHAIRMAN: MELVILLE BAILEY

Melville Bailey

ACTION: AYE NAY PASSED

ROLL CALL: _____

VOICE VOTE _____

ABSENT _____

VACANCY _____

RESOLUTION

No. 2016/ 03 / 02

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of March, 2016.

RESOLUTION IN REF: APPOINTMENT TO THE HAWKINS COUNTY PLANNING COMMISSION IN THE 1st DISTRICT

WHEREAS, the Hawkins County Planning Commission District 1 seat has a term has expired and commission member Vince Pishner has moved from the district; and

WHEREAS, each district is to have a representative, therefore the person and term being recommended for appointment is as follows:

District 1 Garret White November 30, 2019

Other Planning Commission members are:

District 2	John Eidson	November 30, 2016
District 3	Thomas Hicks	November 30, 2016
District 4	Lynn Norris	November 30, 2017
District 5	Bill Phillips	November 30, 2017
District 6	Charlie Brooks	November 30, 2019
District 7	Mike Lacey	November 30, 2019
At Large Member	Gaye Murrell	November 30, 2019

Road Superintendent - term to correspond with respective term in office
Non-Voting Members – terms to correspond with their respective terms in office.
County Mayor
Chief Executive Officer of the County Industrial Commission

THEREFORE, BE IT RESOLVED THAT the above reference person be appointed to the Hawkins County Planning commission with terms ending as stated.

Introduced By Esq. Eugene Christian

Seconded By Esq. _____

Date Submitted 3-14-16

County Clerk Nancy A. Davis

By: Cindy Rutledge, DC.

Chairman Miller Diley

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2016/ 03 / 03

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of March 2016.

RESOLUTION IN REF: APPROVAL TO TRANSFER TVA IMPACT FUNDS FROM GENERAL FUND TO SOLID WASTE FUND

WHEREAS, Hawkins County has received One Hundred Ninety Thousand, Two Hundred Ninety-One Dollars (\$192,291.00) of TVA Impact monies in December of 2015. Said funds were placed in the General Fund; and

WHEREAS, TVA impact funds have been used for the purchase of patrol vehicles for the Sheriff's Office, dump trucks for the Highway Department and for a simulcast radio system for a public safety radio system upgrade; and

WHEREAS, due to the age and condition of the trucks used to haul garbage from the recycle centers to the landfill, the Solid Waste Department is in need of new roll off trucks.

Therefore, Be It Resolved that approval be given to transfer said TVA Impact funds in the amount of One Hundred Ninety Thousand, Two Hundred Ninety-One Dollars (\$192,291.00) from General Fund to the Solid Waste Fund for the purchase of roll-off trucks for the Solid Waste Department.

DECREASE	<u>Fund/Acct. No.</u>	<u>Amount</u>
General Fund	101 46990	\$192,291.00
INCREASE		
Solid Waste Fund	116 46990	\$192,291.00

Introduced By Esq. Stacy Vaughan

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 3-14-16

Voice Vote _____

County Clerk Nancy A. Davis

Absent _____

By: Cindy Rutledge DC

COMMITTEE ACTION

Chairman Melville Bailey

RESOLUTION

NO. 2016 / 03 / 04

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of March, 2016.

RESOLUTION IN REFERENCE: LEASE TO STANLEY VALLEY FIRE DEPARTMENT

WHEREAS, Stanley Valley Fire Department is presently using the building and surrounding premises owned by Hawkins County, Tennessee, same being use for fire department purposes as well as charitable or community use; and,

WHEREAS, Hawkins County, Tennessee is willing to enter into a Lease with Stanley Valley Fire Department of the aforesaid premises; and,

NOW, THEREFORE, BE IT RESOLVED THAT the attached Lease be approved by the Hawkins County Legislative Body and the County Mayor be authorized to sign all necessary documents.

Introduced By Esq. Greg Fletcher

Action: AYE NAY PASSED

Seconded By Esq. Danny Alvis

Roll Call _____ _____ _____

Date Submitted: 3-14-16

Voice Vote _____ _____ _____

Nancy A. Davis
County Clerk

Absent _____ _____ _____

Cindy Hefledge, DC

COMMITTEE ACTION:

By _____

Chairman Melville Bailey

LEASE

THIS LEASE, by and between HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessor, and STANLEY VALLEY FIRE DEPARTMENT, hereinafter referred to as Lessee, is as follows:

1. Lessor presently owns the premises upon which the Lessee's building is located (present address being _____) and Lessee has used said premises for a considerable time.
2. Lessor hereby rents, leases and conveys unto Lessee the use and possession of said premises for a term of five (5) years beginning March 28, 2016 with an annual rental of One (\$1.00) Dollar.
3. The leased premises are subject to the following:
 - a. Said premises will continue to be used by Hawkins County, Tennessee and/or the Hawkins County Election Commission as a voting precinct for so long as Lessor or the Hawkins County Election Commission desires to do so.
4. Lessee shall be responsible for all day to day repairs, routine maintenance and upkeep. Lessor shall continue to be responsible for any major repairs and improvements including a new roof and installation of water and bathroom if Lessor should elect to do so.
5. Lessee agrees that the use of said premises shall be for fire department purposes as well as general charitable or community use by any non-profit organization or group.
6. Lessee agrees to be bound by any and all state, federal and local laws, rules and regulations.
7. Should the premises be no longer used by Lessee for fire department purposes, then at such time this Lease shall terminate and all right, title and interest shall be automatically vested back into Lessor.

This _____ day of _____, 2016.

HAWKINS COUNTY, TENNESSEE

By: _____
Melville Bailey
County Mayor

STANELY VALLEY FIRE
DEPARTMENT

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared MELVILLE BAILEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of HAWKINS COUNTY, TENNESSEE, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee, by himself as County Mayor.

WITNESS my hand official seal at office, this ____ day of _____,
2016.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of STANLEY VALLEY FIRE DEPARTMENT, the within named bargainer, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Lakeview Volunteer Fire Department, by himself/herself as _____.

WITNESS my hand official seal at office, this ____ day of _____,
2016.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

No. 2016/03/05

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of March, 2016.

RESOLUTION IN REF: AUTHORIZING A CONTINUOUS FIVE (5) YEAR REAPPRAISAL CYCLE

WHEREAS, Tennessee Code Annotated Section 67-5-16-1 establishes a general six (6) year reappraisal for updating and equalizing property values for every county in Tennessee for property tax purposes, and

WHEREAS, a six (6) year reappraisal program consists of an on-site review of each parcel of real property over a five-year period followed by revaluation of all such property in the year following completion of the review period and includes a current value updating during the third year of the review cycle and sales ratio studies during the second and fifth years of the review cycle, and

WHEREAS, Chapter 318 of the 1997 Public Acts provides upon the approval of the assessor and upon the adoption by majority approval vote of the county legislative body, the reappraisal program may be completed by a continuous five (5) year cycle comprised of an on-site review of each real property over a four (4) year period followed by revaluation of all such property in the year following completion of the review period, and

WHEREAS, the county legislative body of Hawkins County understands that by approving such a five (5) year reappraisal cycle a sales ratio study will be conducted during the second and fourth years of the review cycle and the centrally assessed properties and commercial/industrial tangible personal property will be equalized by the sales ratio adopted by the State Board of Equalization;

NOW THEREFORE, BE IT RESOLVED, by the county legislative body of Hawkins County, meeting in regular session on this the 28th day of March, 2016, that:

PURSUANT to Tennessee Code Annotated Section 67-5-1601, as amended by Chapter 318 of the 1997 Public Acts, reappraisal shall be accomplished in Hawkins County by a continuous five (5) year cycle beginning 7-01-2016 comprised of an on-site review of each parcel of real property over a four (4) year period followed by revaluation of all such property for tax year 2021.

Memorandum of Understanding and Reappraisal Plan will be submitted as an Addendum.

Introduced by Esq. John Metz

ACTION: AYE NAY PASSED

Seconded by Esq. _____

Roll Call _____

Date Submitted 3-14-16

Voice Vote _____

Nancy G. Davis
County Clerk

Absent _____

By: Cindy Reddick

COMMITTEE ACTION

Chairman: _____

RESOLUTION

No. 2016/03/06

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of March, 2016.

RESOLUTION IN REF: A RESOLUTION AUTHORIZING THE SALE AND PROVIDING THE DETAILS OF NOT-TO-EXCEED \$10,000,000 GENERAL OBLIGATION BONDS, SERIES 2016, OF HAWKINS COUNTY, TENNESSEE, AND PROVIDING FOR THE LEVY OF AD VALOREM TAXES IN CONNECTION THEREWITH

Debt Issues being considered for advanced refunding in the attached detailed resolution:

\$9.7 Million issue dated Dec 20, 2007 for a portion of Phase III School construction. This debt is being retired from Education Debt Service Fund and will continue to be.

A portion of the remainder of the B-15-A issue that was not previously refunded in December 1, 2014. The B-15-A was an issue that included funding for the Justice Center/Jail and the Courthouse renovation projects. This debt is being retired from General Debt Service Fund.

Advanced refunding for these issues is being considered due to projected savings in future interest payments for the above issues. Also, retirement of debt is not being extended but will pay off in the same year as previously scheduled.

New debt being considered in the attached detailed resolution

\$675,000 for the purchase of roll-off trucks and equipment for Solid Waste. This amount also includes the cost of issuance. This debt will be retired from General Debt Service Fund and will not require additional tax revenue.

Introduced By Esq. Shane Bailey, Chrmn Budget Comm

Seconded By Esq. _____

Date Submitted 3-14-16

County Clerk Nancy A. Davis

By: Cindy Pertledge DC.

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Resolution #2016-03-____
(Refunding and Improvement Bond Resolution)

**RESOLUTION AUTHORIZING THE SALE AND PROVIDING THE DETAILS OF
NOT-TO-EXCEED \$10,000,000 GENERAL OBLIGATION BONDS,
SERIES 2016, OF HAWKINS COUNTY, TENNESSEE,
AND PROVIDING FOR THE LEVY OF AD VALOREM
TAXES IN CONNECTION THEREWITH**

WHEREAS, the Board of County Commissioners (the "Governing Body") of Hawkins County, Tennessee (the "Issuer") has determined that it is necessary to make certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, the acquisition of equipment for the public works and public safety departments of the Issuer, including but not limited to solid waste equipment (collectively the "Project"); and

WHEREAS, on March 28, 2016, the Board adopted a resolution entitled "INITIAL RESOLUTION DETERMINING TO ISSUE NOT TO EXCEED \$675,000 GENERAL OBLIGATION BONDS OF HAWKINS COUNTY, TENNESSEE " (the "Initial Resolution") regarding the proposed issuance of bonds to finance the Project; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law and in the event that no petition protesting the issuance of the Bonds is filed with the County Clerk within the time required by Section 9-21-206, Tennessee Code Annotated, the Issuer would like to proceed with the issuance of the bonds to finance the Project; and

WHEREAS, the Board has also determined that it is necessary and in the best interests of the Issuer to refund certain outstanding obligations of the Issuer in order to restructure the

debt service payments and reduce the annual debt service on a portion of the currently outstanding indebtedness; and

WHEREAS, the plan of refunding of the Refunded Obligations has been submitted to the Tennessee Comptroller of the Treasury, Office of State and Local Finance, as required by Section 9-21-903, Tennessee Code Annotated, as amended, and it has acknowledged receipt thereof to the Issuer and has submitted its report thereon to the Issuer which report is attached to this Resolution as Exhibit A; and

WHEREAS, the Bonds hereby authorized may constitute balloon indebtedness within the meaning of Section 9-21-134 of the Tennessee Code Annotated, as amended, and therefore a plan of balloon indebtedness was submitted to the Tennessee Comptroller of the Treasury, Office of State and Local Finance, pursuant to such section, and the approval of such office was obtained and is attached hereto as Exhibit B; and

WHEREAS, the Board, after due deliberation, has determined that it is appropriate to issue its not-to-exceed \$10,000,000 General Obligation Bonds, Series 2016 (the "Bonds"), pursuant to its authority under Sections 9-21-101 et seq. of the Tennessee Code Annotated, as amended, and other applicable provisions of law for the above purposes; and

WHEREAS, the net proceeds from the sale of the Bonds will be used to pay costs of the Project, to advance refund and/or retire all or a portion of the Issuer's outstanding Loan Agreement (Series B-15-A) dated as of May 15, 2008, between the Issuer and The Public Building Authority of Blount County, Tennessee, and General Obligation School Bonds, Series 2007, dated as of December 20, 2007, and maturing June 1, 2033, (hereinafter, the "Refunded Obligations"), and to pay the costs of the issuance of the Bonds; and

WHEREAS, prior to the issuance and sale of the Bonds, the Issuer must publish a Notice of Sale and take other actions with respect to the Bonds proposed to be issued; and

WHEREAS, it is appropriate for this Board to provide certain details of the Bonds and the pledge of revenues thereto at this time; and

WHEREAS, it is appropriate for the County Mayor to conduct the sale of the Bonds, to accept the best bid for the Bonds and sell the Bonds to the best bidder at the public sale;

WHEREAS, it is also appropriate to authorize the County Mayor to determine the exact principal amount, interest rates and certain other terms of the Bonds and to finalize the sale of the Bonds to the ultimate purchaser.

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

SECTION 1. In order to refund all or a portion of the Refunded Obligations, the Issuer shall borrow the amount of not-to-exceed \$10,000,000 of General Obligation Bonds, Series 2016, of the Issuer in the principal amount borrowed shall be issued pursuant to Sections 9-21-101 et seq. of the Tennessee Code Annotated, as amended, and other applicable provisions of law.

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

(a) "Bond Fund" shall mean the fund used to pay principal and interest on the Bonds as they become due;

(b) "Bonds" shall mean the General Obligation Bonds, Series 2016 of the Issuer in an aggregate principal amount of not-to-exceed \$10,000,000 authorized to be issued by this resolution;

(c) "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 Issuer or the Bond Registrar, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

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

(e) "Debt Management Policy" shall mean the Debt Management Policy adopted by the Governing Body on November 28, 2011;

(f) "Depository" shall mean 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;

(g) "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;

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

(i) "Escrow Agent" shall mean Regions Bank, Nashville, Tennessee, or another escrow agent appointed by the County Mayor, or its successor;

(j) "Financial Advisor" shall mean Cumberland Securities Company, Inc., Knoxville, Tennessee.

(k) "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year;

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

(m) "Issuer" shall mean Hawkins County, Tennessee;

(n) "County Mayor" shall mean the duly elected County Mayor of the Issuer from time to time; and

(o) "Project" shall mean capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, the acquisition of equipment for the public works and public safety departments of the Issuer, including but not limited to solid waste equipment.

(p) "Registration Agent" shall mean the registration and paying agent for the Bonds appointed by the Issuer pursuant to Section 9, or any successor as from time to time designated by the Governing Body; and

(q) "Refunded Obligations" shall mean the Issuer's outstanding Loan Agreement (Series B-15-A) dated as of May 15, 2008, between the Issuer and The Public Building Authority of Blount County, Tennessee, and General Obligation School Bonds, Series 2007, dated as of December 20, 2007, and maturing June 1, 2033.

SECTION 3. Findings of the Governing Body. It is hereby found and determined by the Governing Body as follows:

(a) The financing of the Project and the issuance of the Bonds are necessary and appropriate and in the best interests of the citizens of the Issuer;

(b) The refunding of the Refunded Obligations as set forth herein through the issuance of the Bonds will restructure the debt service payments and will reduce the annual debt service on the Refunded Obligations;

(c) The Issuer will be able to amortize the Bonds, together with all other bonds, notes and other financial obligations now outstanding and all additional obligations proposed to be issued by the Issuer.

(d) The proposed bond sale being authorized by this Resolution is feasible, advantageous and in the best interests of the Issuer; and

(e) The issuance of the Bonds will be in compliance with the Issuer's Debt Management Policy.

SECTION 4. The County Mayor is hereby authorized and directed to determine the principal amount of the Bonds not to exceed the principal amount specified in Section 1 to be actually issued (which may be in one or more emissions) and to effect adjustments in the maturity schedule and optional redemption dates set forth herein as authorized in Section 7. The determinations made by the County Mayor, as described above, and the finalization of the details of the Bonds and sale of the Bonds by the County Mayor shall be binding on the Issuer and no further action by the Governing Body with respect thereto shall be required. The County Mayor shall cause, if advantageous to the Issuer, all or a portion of the Bonds to be insured by one or more bond insurance policies issued by one or more nationally recognized bond insurance companies so long as it is demonstrated to the County Mayor's satisfaction either (i)

that such insurance is necessary to sell the Bonds, or the portion thereof to be insured, or (ii) the present value of the projected savings in interest costs to the Issuer as a result of obtaining such bond insurance exceeds the premium cost to the Issuer for such bond insurance.

The County Mayor is authorized to sell the Bonds at a public sale at a price of not less than 98.0% of the par value of the Bonds actually issued, plus accrued interest. The County Mayor is hereby authorized and directed to publish a Notice of Sale for the Bonds and, if appropriate, for any other bonds of the Issuer which are being competitively sold at the same time, in either a financial newspaper having national circulation, or via an electronic communication system that is generally available to the financial community, and the date of publication shall be selected by the County Mayor as he may deem appropriate for the purpose of conducting the sale of the Bonds at public sale at the earliest possible date after complying with the requirements of Tennessee Code Annotated, Section 9-21-203 that the Bonds must be advertised for sale for not less than 5 days prior to the sale of the Bonds. If the principal amount of bonds to be sold is not greater than \$5,000,000, then the notice of sale may be published as set forth above or in a newspaper having general circulation in the Issuer. The Notice of Sale shall be in such form, meeting the requirements of Tennessee Code Annotated Section 9-21-202, as shall be approved by the County Mayor and the Financial Advisor. The Bonds shall be sold by physical delivery of bids or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Financial Advisor.

The Governing Body hereby grants and confirms the authority of the County Mayor to enter into a contract with the Financial Advisor for the provision of financial advisory services

in connection with the issuance of the Bonds. The Governing Body hereby grants and confirms the authority of the County Mayor to enter into a contract with bond counsel for the provision of legal services in connection with the issuance of the Bonds.

SECTION 5. The County Mayor and County Clerk of the Issuer (the "County Clerk"), working with the Financial Advisor, are hereby authorized and directed to provide for the preparation and distribution, electronic or otherwise, of a Preliminary Official Statement describing the Bonds and any other bonds or notes which in the discretion of the County Mayor are sold at the same time as the Bonds. After the Bonds have been sold, the County Mayor and/or the County Clerk 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 County Mayor and County Clerk shall arrange for the delivery of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been sold to the successful bidder, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder, and/or members its bidding group initially sell the Bonds.

The County Mayor is authorized, on behalf of the Issuer, 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 Issuer except for the omission in the Preliminary Official Statement of such pricing and other information.

SECTION 6. Subject to the adjustments permitted pursuant to Section 7, the Bonds shall be designated "General Obligation Bonds, Series 2016," shall be dated as of their date of issuance, shall be numbered from R-1 upward, shall be issued in fully registered, book-entry only form, without coupons in the denomination of \$5,000 (or integral multiples thereof), and shall be subject to prior redemption as set forth below. Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. Until exchanged for definitive Bonds, the temporary Bonds shall be entitled to the same benefits as definitive Bonds authenticated and delivered hereunder.

SECTION 7. The Bonds shall bear interest, not exceeding 5.00%, as designated by the County Mayor, payable semiannually on June 1 and December 1 of each year commencing December 1, 2016, and shall mature June 1, in the years and in the estimated amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2017	\$ 120,000
2018	\$ 480,000
2019	\$ 495,000
2020	\$ 480,000
2021	\$ 650,000
2022	\$ 970,000
2023	\$ 985,000

2024	\$ 965,000
2025	\$ 955,000
2026	\$ 440,000
2027	\$ 435,000
2028	\$ 460,000
2029	\$ 465,000
2030	\$ 495,000
2031	\$ 525,000
2032	\$ 565,000
2033	<u>\$ 515,000</u>
Total	\$10,000,000

The County Mayor is authorized to increase or decrease the amount of each maturity, to change the dated date of the Bonds to a date other than their date of issuance, to sell the Bonds in one or more emissions, to change the Series designation of the Bonds, to adjust the principal and interest payment dates of the Bonds, to change or extend the maturity dates of the Bonds, and to change the optional redemption dates and provide for a premium not to exceed two percent (2%) of the par amount to be redeemed, to combine the issuance of the Bonds with the issuance of bonds pursuant to other authorizing resolutions of the Issuer and to make appropriate changes in the name of the Bonds and other adjustments to recognize such combined issuance, such adjustments to be made as the County Mayor in his sole discretion shall deem most advantageous to the Issuer, provided that the aggregate amount of Bonds issued pursuant to this resolution shall not exceed the principal amount set forth in Section 1.

The County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the Issuer 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 this Section 7 for each redemption date, as such maturity amounts may be adjusted pursuant to this Section 7, 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 Section 8.

SECTION 8. Subject to the adjustments permitted pursuant to Section 7 hereof, the Bonds maturing June 1, 2017 through June 1, 2023 shall mature without option of prior redemption. Bonds maturing on or after June 1, 2024 shall be subject to redemption on June 1, 2023 and at any time thereafter at a redemption price of par plus interest accrued to the redemption date.

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

(a) 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

(b) 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 Bond Registrar by lot or such other random manner as the Bond Registrar in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Issuer may (i) deliver to the Bond Registrar 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 Bond Registrar 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 Bond Registrar at 100% of the principal amount thereof on the obligation of the Issuer 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 Issuer shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Bond Registrar with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this paragraph 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 Bond Registrar on behalf of the Issuer not less than twenty (20) 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 Bond Registrar 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. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Bond Registrar to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Issuer nor the Bond Registrar 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 Bond Registrar shall mail said notices as and when directed by the Issuer pursuant to written instructions from an authorized representative of the Issuer (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 Bond Registrar). 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 Bond Registrar for the payment thereof and if notice has been duly provided as set forth herein.

SECTION 9. The Issuer hereby appoints Regions Bank, Nashville, Tennessee as the initial paying agent and bond registrar (the "Bond Registrar") with respect to the Bonds and

authorizes and directs the Bond Registrar 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, and to make all payments of principal and interest with respect to the Bonds as provided herein, and to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange, transfer or cancellation and to furnish the Issuer with a certificate of destruction. The Bond Registrar shall maintain registration books for the registration and registration of transfer of the Bonds, which books shall be kept in a manner that complies with the requirements of Section 149 of the Internal Revenue Code of 1986, as amended, and Regulations thereunder (or under corresponding provisions of prior law, if applicable) for recordkeeping relating to "registration-required bonds" and in accordance with the Tennessee Public Obligations Registration Act (T.C.A. §9-19-101 et seq., as amended).

SECTION 10. The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at designated corporate trust office of the Bond Registrar. The Bond Registrar shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Bond Registrar 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 such payment in the United States mail, postage prepaid, addressed to such owners at such owners' 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 Issuer in respect of such Bonds to the extent of the payments so made.

Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Bond Registrar as the same shall become due and payable. 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 \$1,000,000.00 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 Bond Registrar and written notice of any such election and designated account is given to the Bond Registrar prior to the record date.

The Bonds are transferable only by presentation to the Bond Registrar 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 (or attached thereto) 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 Bond Registrar shall issue a new Bond or Bonds to the assignee(s) in such authorized denominations, as requested by the registered owner requesting transfer. 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 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 Issuer nor the Bond Registrar shall be affected by any notice to the contrary, including, but not limited to, any previous transfer request not accompanied by acceptable documentation.

The Bonds shall be signed by the County Mayor with his manual or facsimile signature, shall be attested by the County Clerk by his or her manual or facsimile signature, and shall have imprinted or impressed thereon the official seal of the Issuer (or a facsimile thereof).

The Bond Registrar is hereby authorized to authenticate and deliver the Bonds from time to time to the original purchasers thereof or as it or they may designate upon receipt by the Issuer of the proceeds of the sale thereof, together with any necessary documentation, 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 Bond Registrar by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Issuer, in its discretion, shall issue, and the Bond Registrar 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 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 Issuer may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Issuer and the Bond Registrar of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Issuer and the Bond Registrar, and the Issuer may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Issuer for the expense incurred by it in the issue thereof.

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 Issuer 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 Issuer shall notify the Bond Registrar 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 Issuer shall deposit with the Bond Registrar 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 Bond Registrar 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 Bond Registrar of the notice of the proposed payment, the Bond Registrar 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 Bond Registrar shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, 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 Bond Registrar 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 Issuer to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

The Bond Registrar 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 publication of 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 Issuer to call such Bond for redemption; provided, the Bond Registrar, 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 Issuer nor the Bond Registrar 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 Bond Registrar, 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.

Except as otherwise provided in this resolution, 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-Only System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry-Only System shall be employed,

evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected 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 BOND REGISTRAR 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 BOND REGISTRAR 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 Bond Registrar directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the Issuer and the Bond Registrar 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 Issuer and the Bond Registrar 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.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Issuer 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, or (3) the Beneficial Owners of all Bonds shall request that such Bonds no longer be held under The Book-Entry-Only System and shall agree to hold the Bonds for investment and not to reoffer the Bonds, the Issuer shall discontinue the Book-Entry System with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer shall cause the Bond Registrar to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE ISSUER AND THE BOND REGISTRAR 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.

The Bond Registrar 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 Bond Registrar) 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 Bond Registrar shall not be liable with respect to any such arrangements it may make pursuant to this section.

SECTION 11. The Bonds shall be in substantially the following form:

(Form of Bond)

REGISTERED

REGISTERED

Number R-

\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE

HAWKINS COUNTY, TENNESSEE

GENERAL OBLIGATION BOND,
SERIES 2016

Interest Rate:	Maturity Date:	Date of Bond:	CUSIP No.:
	June 1, 20__	_____, 2016	_____

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That Hawkins County in the State of Tennessee (the "Issuer"), 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 (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2016, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the corporate trust office of Regions Bank, Nashville, Tennessee, as bond registrar and paying

agent (the "Bond Registrar"). The Bond Registrar shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Bond Registrar 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 bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer 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 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 Bond Registrar, 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 [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Bond Registrar.

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 of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar 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 effected 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 Issuer and the Bond Registrar shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal, premium, if any, 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, maturity amounts, 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 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 Issuer nor the Bond Registrar 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 Issuer 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 Issuer may discontinue the book-entry system with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer shall cause the Bond Registrar to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Issuer nor the Bond Registrar 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 June 1, 2017 through June 1, 2023 shall mature without option of prior redemption. Bonds of the issue of which this Bond is one maturing on or after June 1, 2024 shall be subject to redemption at the option of the Issuer, in whole or in part on June 1, 2023 and at any time thereafter at a price of par plus interest accrued to the redemption date.

If Term Bonds are issued, the following provisions shall be included:

[The Issuer shall redeem Bonds maturing June 1, _____ 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 Bond Registrar by lot or such other random manner as the Bond Registrar in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Stated Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds 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 Issuer may (i) deliver to the Bond Registrar 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 Bond Registrar 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 Bond Registrar at 100% of the principal amount thereof on the obligation of the Issuer 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 Issuer shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Bond Registrar 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 shall be given by the Bond Registrar not less than twenty (20) 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 Bond Registrar 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 the redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Bond Registrar to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Issuer nor the Bond Registrar 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 Bond Registrar for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's legal representative duly authorized in writing at the designated corporate trust office of the Bond Registrar 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 Issuer nor the Bond Registrar 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 Bond Registrar, 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 Bond Registrar 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 Issuer to call such Bond for redemption.

This Bond is one of a series of Bonds, all of like tenor and effect, except as to date, number, rate of interest and principal amount, in an aggregate principal amount of \$_____ issued for the purpose of (i) making certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, the acquisition of equipment for the public works and public safety departments of the Issuer, including but not limited to solid waste equipment (collectively the "Project") (ii) refunding all or a portion of the Issuer's outstanding Loan Agreement (Series B-15-A) dated as of May 15, 2008, between the Issuer and The Public Building Authority of Blount County, Tennessee, and its outstanding General Obligation School

Bonds, Series 2007, dated as of December 20, 2007, and maturing June 1, 2033, and (iii) paying costs of issuance of the Bonds, and is issued under and pursuant to and in full compliance with the Constitution and statutes of the State of Tennessee, including Tennessee Code Annotated Section 9-21-101 et seq., pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the Issuer on March 28, 2016. Both the principal of and interest on this Bond are primarily payable from taxes to be levied upon all taxable property in said Issuer without limitation as to rate or amount. For the prompt payment of both principal and interest on this Bond, the full faith, credit and resources of the Issuer are hereby irrevocably pledged. Reference is made to the Resolution for a more complete statement of the revenues from which and the conditions under which this Bond is payable and the general covenants and provisions pursuant to which this Bond is issued.

It is hereby certified, recited and declared that all acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond, in order to make the same a legal, valid and binding obligation of Hawkins County, Tennessee, have happened, do exist and have been performed in regular and due time, form and manner as required by law; that due provision has been made for the levy and collection of a direct annual tax, as from time to time may be found necessary, upon all taxable property within Hawkins County sufficient to pay the principal and interest hereon as the same become due and payable; and that this Bond and the issue of which it forms a part, together with all other indebtedness of Hawkins County, Tennessee, do not exceed any applicable Constitutional or statutory debt limit.

This Bond and the income herefrom are exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer and estate taxes and except Tennessee franchise, excise and corporate privilege taxes applicable to certain holders.

If applicable, the following shall be included:

[This Bond is a "qualified tax-exempt obligation" designated (or deemed designated) by the Issuer for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.]

IN WITNESS WHEREOF, Hawkins County, Tennessee, through its Board of County Commissioners, has caused this Bond to be signed by its County Mayor by his manual or facsimile signature and countersigned by the manual or facsimile signature of its County Clerk under the impressed or imprinted seal (or a facsimile thereof) of the Issuer all as of the ____ day of _____, 2016.

COUNTERSIGNED:

(SEAL)

HAWKINS COUNTY, TENNESSEE

County Clerk

County Mayor

Transferable and payable at the corporate trust office of Regions Bank, Nashville, Tennessee

Date of Registration: _____, 2016

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

Regions Bank, as Bond Registrar

By: _____
Authorized Officer

(Form of Assignment)

For value received, the undersigned hereby sells, assigns and transfers unto _____ whose address is _____
[_____ (please insert social security number or tax identification number)], the within mentioned Bond and hereby irrevocably constitutes and appoints _____, or its successor as Bond Registrar, to transfer the same on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Registered Owner

Signature Guaranteed:

Notice: The signature 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.

Notice: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Bond Registrar.

SECTION 12. Both the principal of an interest on the Bonds are payable from taxes to be levied on all taxable property in said Issuer without limitation as to rate and amount. For the prompt payment of such principal and interest, the full faith, credit and resources of Hawkins County, Tennessee are hereby irrevocably pledged, and in order to provide for the payment of the Bonds and the interest thereon, there shall be and there is hereby directed to be levied and collected, at the same time and in the same manner as other taxes of Hawkins County, Tennessee are levied and collected, a direct tax upon all taxable property within the boundaries of Hawkins

County, Tennessee, in such amount as may be found necessary each year to provide for the payment of the principal of the Bonds and the interest thereon, as the same mature and become due.

It shall be the duty of the tax-levying and collecting authorities of Hawkins County, Tennessee, in each year while any of the Bonds issued hereunder shall remain outstanding and unpaid, without any further direction or authority to levy and collect the taxes herein provided for, and the rate of taxation to be levied in each year shall be sufficient, to provide the sums required in each year for the payment of the principal of and interest on the Bonds. Should there be a failure in any year to comply with the requirements of this Section, such failure shall not impair the right of the holders of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds herein authorized to be issued, both as to principal and interest. Principal and interest falling due at any time when there are insufficient funds on hand shall be paid from the current funds of the Issuer 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 funds, taxes and revenues of the Issuer to the payment of debt service on the Bonds.

SECTION 13. Remedies of Bondholders. Except as herein expressly limited, the registered owners of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Tennessee and of the United States of America for the enforcement of payment of such Bonds and the interest thereon and of the pledge of the revenues made hereunder and of the covenants of the Issuer hereunder,

including all the benefits and rights granted by Sections 9-21-101 et seq. of the Tennessee Code Annotated.

SECTION 14. The proceeds of the sale of the Bonds shall be applied by the Issuer as follows:

(a) all accrued interest shall be deposited into the Bond Fund of the Issuer and used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) the Issuer shall pay, or cause to be paid, all costs of issuance of the Bonds, including, but not limited to, necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premiums, bond rating fees, Bond Registrar fees, administrative and clerical costs, and other necessary miscellaneous expenses incurred in connection with the authorization, issuance and sale and delivery of the Bonds;

(c) an amount, which, together with other legally available funds of the Issuer and earnings on said proceeds and funds, will be sufficient to pay principal, accrued interest and redemption premium, as appropriate, on the Refunded Obligations shall be immediately applied for such purpose; and

(d) the balance of the proceeds from the sale of the Bonds shall be deposited with the County Trustee and shall be kept separate and apart from all other funds of the Issuer in a special fund hereby designated as the "Hawkins County, Tennessee 2016 Capital Project Fund," (the "Capital Project Fund") which shall be applied exclusively to pay costs (i) certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to, the acquisition of

equipment for the public works and public safety departments of the Issuer, including but not limited to solid waste equipment; and (ii) the payment of legal, fiscal and administrative costs incident to the foregoing and to the issuance of the Bonds; and it shall be used for no other purposes. Any Bond proceeds not put to immediate use shall be deposited at interest by the County Trustee until needed. The interest arising therefrom shall be used only towards retiring the Bonds or may be added to Bond proceeds and used for the same purposes. Money in the Capital Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Capital Project Fund.

For the purposes of providing payment of the principal and the interest on the Refunded Obligations, the County Mayor is hereby authorized and directed to execute, and the County Clerk to attest on behalf of the Issuer, a refunding escrow agreement (the "Refunding Escrow Agreement") with the Escrow Agent and to deposit with the Escrow Agent all or a portion of the Bond proceeds described in Sections 14(c) hereof and other funds of the Issuer legally available therefor. Said funds will be used by the Escrow Agent to purchase the Obligations of the United States of America as described in the Refunding Escrow Agreement; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The County Mayor is hereby authorized to approve the final form of Refunding Escrow Agreement in substantially the form attached hereto as Exhibit "C", and the County Mayor and County Clerk are hereby authorized and directed to execute and deliver the same on behalf of the Issuer their execution

thereof to constitute conclusive evidence of their approval of all changes thereto. The Escrow Agent is hereby authorized to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Obligations and to exercise the duties set forth in the Refunding Escrow Agreement. The County Mayor is hereby authorized to subscribe for the purchase of permitted Obligations of the United States of America for deposit as described in the Refunding Escrow Agreement.

The appointment of Regions Bank, Nashville, Tennessee as Escrow Agent under the Refunding Escrow Agreement is hereby approved, ratified and confirmed.

If advised to do so by the Financial Advisor, the Governing Body hereby grants and confirms the authority of the County Mayor and/or County Clerk to hire a firm of independent public accountants to serve as Verification Agent and to verify the accuracy of the mathematical computations of the adequacy of the cash flow from the cash and any investments to be held by the Escrow Agent pursuant to the Refunding Escrow Agreement in order to pay the debt service on the Refunded Obligations as and when the same shall become due up to and including the respective redemption dates thereof.

If advised to do so by the Financial Advisor, the Governing Body hereby grants and confirms the authority of the County Mayor and/or County Clerk to hire a third-party bidding agent to solicit bids for the Issuer's purchase of Obligations of the United States of America pursuant to the Refunding Escrow Agreement.

SECTION 15. If at the time of the issuance of the Bonds, the Refunded Obligations will not be retired or a valid and timely notice of redemption of the Refunded Obligations is not given in accordance with the resolutions governing the Refunded Obligations,

then prior to the issuance of the Bonds notice of the Issuer's intention to refund the Refunded Obligations shall be given either (i) by mail to the owners of the Refunded Obligations at their addresses shown on the bond registration records for the Refunded Obligations, or (ii) by publication of an appropriate notice one (1) time each in a financial newspaper published in New York, New York, and having a national circulation and in a newspaper having a general circulation in the Issuer. Such notice shall be in a form that meets the requirements of Section 9-21-912 of the Tennessee Code Annotated, as amended. If the issuance of the Bonds does not occur as provided in such notice, notice thereof shall be given in the same manner. The County Clerk is hereby authorized and directed to publish any such notices as may be required in accordance with this Section 15.

SECTION 16. If the Bonds are issued as tax-exempt obligations, the Issuer 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 exempt from federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the Issuer agrees that it shall take no action which may render the interest on any of said Bonds subject to federal income taxation and agrees to take all action as may be necessary to comply with the provisions of the Code and the regulations thereunder in order to maintain or assure the tax-exempt status of the Bonds. It is the reasonable expectation of the Governing Body of the Issuer 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 of the Code, including any lawful regulations promulgated or proposed thereunder (or under corresponding provisions of prior law, if applicable), 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 of the Issuer 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 Section 148(f) and will take such other actions as shall be necessary or permitted to prevent interest on the Bonds from becoming taxable. The County Mayor and the County Clerk or any of them, are authorized and directed to make such certifications in this regard and as is otherwise customary or appropriate in connection with the sale of the Bonds as they shall deem appropriate, and such certifications shall constitute the representations and certifications of the Issuer.

SECTION 17. The Issuer hereby authorizes the County Mayor to designate the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Code to the extent the Issuer may legally do so and hereby authorizes the County Mayor to make the final determination and designation as to such matters on behalf of the Issuer at the time the Bonds are sold.

SECTION 18. If the Issuer shall pay and discharge the indebtedness evidenced by any series of the Bonds 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 Bond Registrar, 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 Bond

Registrar), in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance 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) and if the Issuer shall also pay or cause to be paid all other sums payable hereunder by the Issuer with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Bond Registrar for further payment to the registered owners for the payment of principal of and interest and redemption premiums, if any, on such Bonds when due; or

(c) By delivering such Bonds to the Bond Registrar for cancellation by it; and if the Issuer shall also pay or cause to be paid all other sums payable hereunder by the Issuer 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 Bond Registrar 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 Issuer to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Issuer shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in 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 18, neither the Defeasance Obligations nor moneys deposited with the Bond Registrar 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 interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Bond Registrar, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Issuer as received by the Bond Registrar 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 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 Issuer, as received by the Bond Registrar.

For the purposes of this Section 18, Defeasance Obligations shall mean (i) direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, (ii) obligations of any agency or instrumentality of the United States, (iii) or any other obligations at the time of the purchase thereof that 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 19. Continuing Disclosure. The Issuer hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute a continuing disclosure agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and the Issuer's obligations relating thereto. Failure of the Issuer to comply with the undertaking herein described and to be detailed in such continuing disclosure 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 Issuer to comply with its undertaking as set forth herein and in such continuing disclosure agreement, including the remedies of mandamus and specific performance.

SECTION 20. All other actions of officers of the Issuer in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bonds are hereby approved and confirmed. The officers of the Issuer are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bonds.

SECTION 21. The provisions of this Resolution shall constitute a contract between the Issuer 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 except

such changes as shall be required or may be appropriate to assure the validity and/or tax exempt status of the Bonds.

SECTION 22. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall remain in full force and effect, it being expressly hereby found and declared that the remainder of the Resolution would have been adopted by this Governing Body despite the invalidity of such section, paragraph, clause or provision.

SECTION 23. All orders or resolutions in conflict herewith be and the same are hereby repealed insofar as such conflict exists.

SECTION 24. This resolution shall take effect from and after its approval, the general welfare of Hawkins County requiring it.

Passed and approved March 28, 2016.

(SEAL)

ATTEST:

County Clerk

County Mayor

EXHIBIT A

REFUNDING LETTER AND REPORT OF THE STATE

EXHIBIT B

APPROVAL OF THE OFFICE OF STATE AND LOCAL FINANCE
TO ISSUE BALLOON INDEBTEDNESS

EXHIBIT C

FORM OF REFUNDING ESCROW AGREEMENT

\$10,000,000 GENERAL OBLIGATION BONDS, SERIES 2016
OF HAWKINS COUNTY, TENNESSEE (THE "BONDS")

REFUNDING ESCROW AGREEMENT

THIS REFUNDING ESCROW AGREEMENT, dated as of _____, 2016, by and between Hawkins County, Tennessee (the "Issuer"), and Regions Bank, Nashville, Tennessee, as Escrow Agent (the "Escrow Agent");

WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued the Refunded Obligations (as hereinafter defined); and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service (as hereinafter defined) on the Refunded Obligations (as hereinafter defined) by depositing with the Escrow Agent an amount with investment earnings to be thereon at least equal to the Total Debt Service on the Refunded Obligations as set forth on Schedule A; and

WHEREAS, in order to obtain the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its General Obligation Bonds, Series 2016 (the "Refunding Bonds"), more fully described herein; and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited with the Escrow Agent into an irrevocable escrow fund (the "Escrow Account"). Such proceeds will fund the Escrow Requirement (as hereinafter defined), but choice of any investment instruments that may be available for the proceeds will be consistent with the bond resolution authorizing the Refunded Obligations and prevailing Tennessee law. The principal amount in the Escrow Fund, together with any interest earned thereon, will mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of, premium, if any, and interest on the Refunded Obligations to its earliest optional redemption date and/or next maturity; and

WHEREAS, in order to provide for the deposit of said bond proceeds and other funds of the Issuer and the application thereof for the payment of the Refunded Obligation, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the Issuer and the Escrow Agent, in consideration of the foregoing and the mutual covenants herein set forth and in order to provide for the payment of the principal of and premium and interest on the Refunded Obligations according to its tenor and effect, do hereby agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

- (a) "Agreement" means this Refunding Escrow Agreement.
- (b) "Bond Insurer" means Assured Guaranty Corp.
- (c) "Call Dates" mean the respective call dates of June 1, 2017 and June 1, 2018, or the soonest practicable date thereafter.
- (d) "Issuer" means Hawkins County, Tennessee.
- (e) "Escrow Account" means the account hereby created and entitled "Escrow Account" established and held by the Escrow Agent pursuant to this Agreement, in which moneys will be held for payment on or before the Call Dates, of the Total Debt Service on the Refunded Obligations.
- (f) "Escrow Agent" means Regions Bank, Nashville, Tennessee, its successors and assigns.
- (g) "Escrow Property" shall mean all of the funds, securities, investment earnings and interest deposited or to be deposited with the Escrow Agent or held by the Escrow Agent pursuant to the terms of this Agreement, including, but not limited to, the Obligations of the United States of America described in Schedule B attached hereto and hereby made a part hereof.
- (h) "Escrow Requirement" means the sum of an amount in cash and principal amount of Obligations of the United States of America in the Escrow Account which together with the interest due on the Obligations of the United States of America will be sufficient to pay the Total Debt Service on the Refunded Obligations from the date hereof to and including the Call Dates.
- (i) "Obligations of the United States of America" means direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States government or obligations of any agency or instrumentality of the United States of America or any other obligations at the time of the purchase thereof which are permitted investments under Tennessee law for the purposes for which they are to be purchased and/or held. Obligations of the United States of America may be SLGS.
- (j) "Person" or "person" means and includes any natural person, corporation, association, public body or other entity unless the context otherwise requires. Reference to a person other than a natural person shall include such person's successors.
- (k) "Refunded Obligations" means, the Issuer's outstanding Loan Agreement (Series B-15-A) dated as of May 15, 2008, between the Issuer and The Public Building Authority of

Blount County, Tennessee, and the Issuer's General Obligation School Bonds, Series 2007, dated as of December 20, 2007, and maturing June 1, 2033.

(l) "Refunding Bonds" mean the Issuer's General Obligation Bonds, Series 2016, dated _____, 2016.

(m) "Registration Agent" means the bond registrar or registration agent with respect to the Refunded Obligations.

(n) "Resolution" means the resolution adopted by the Board of County Commissioners of Hawkins County, Tennessee, on March 28, 2016, as amended and supplemented from time to time, authorizing the issuance of the Refunding Bonds.

(o) "SLGS" shall mean United States Treasury Obligations, State and Local Government Series.

(p) "Total Debt Service" means the sum of the principal, interest to the Call Dates, redemption premium on the Call Dates and expenses unpaid on or before the Call Dates or as soon as practicable thereafter, with respect to the Refunded Obligation.

Whenever used herein, words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders, and words importing the singular number shall include the plural number and vice versa unless the context otherwise requires.

SECTION 2. Deposit of Funds. The Issuer hereby deposits \$ _____ in immediately available funds with the Escrow Agent for deposit into the Escrow Account, which funds shall be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. The Issuer represents that:

(a) the portion of such funds in the amount of \$ _____ is derived from the net proceeds of the Refunding Bonds and the portion of such funds in the amount of \$ _____ is derived from other sources legally available to the Issuer for such purpose; and

(b) upon their investment pursuant to the Agreement, such funds are at least equal to the Escrow Requirement.

In the event that the sums set forth in this Section 2 are less than the Escrow Requirement, the Issuer agrees that it will, promptly and without delay, remit or cause to be remitted to the Escrow Agent, within ten (10) days after receipt of the Escrow Agent's written request, such additional sum or sums of money as may be necessary to meet the Escrow Requirement. None of the provisions contained in this Escrow Agreement shall require the Escrow 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

Escrow Agent shall be under no liability for interest on any fund or other property received by it hereunder, except as herein expressly provided.

In addition, the Issuer hereby directs the Escrow Agent to immediately invest \$_____ of such funds by purchasing the Obligations of the United States of America set forth in Schedule B attached hereto.

SECTION 3. Use and Investment of Funds. The Escrow Agent accepts the duties and obligations of Escrow Agent hereunder, acknowledges receipt of the sum described in Section 2, and agrees:

(a) to hold the funds in irrevocable escrow during the term of this Agreement separate and apart from other funds of the Escrow Agent;

(b) in accordance with the above direction of the Issuer, to immediately invest \$_____ of such funds by the purchase of the Obligations of the United States of America set forth on Schedule B attached hereto;

(c) to hold the balance of \$_____ without investment; and

(d) to deposit in the Escrow Account, as received, all receipts of maturing principal of the Obligations of the United States of America and all receipts of interest on the Obligations of the United States of America.

SECTION 4. Payment of Refunded Obligation.

(a) Refunded Obligations. On each principal and/or interest payment date with respect to the Refunded Obligation, to and including the respective Call Dates, the Escrow Agent shall pay to the paying agent for the Refunded Obligations, solely from the cash on hand in the Escrow Account, a sum sufficient to pay the Total Debt Service for the Refunded Obligations coming due on such date, as shown on Schedule A.

(b) Surplus. After making the payments from the Escrow Account described in Subsection 4(a), the Escrow Agent shall hold without investment or reinvestment any remaining cash on hand until such cash is applied to Total Debt Service. Upon termination of this Agreement, all remaining funds shall be paid to the Issuer.

(c) Priority of Payments. The Escrow Agent and the Issuer recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the moneys to be held by the Escrow Agent and any Obligations of the United States of America that may be purchased as herein provided and in the provisions of this Escrow Agreement. It is therefore recited, understood and agreed that this Escrow Agreement shall not be subject to revocation until its provisions have been fully carried out.

SECTION 5. Reinvestment.

(a) Except as provided in Section 3 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Obligations of the United States of America held hereunder, and all investment income from the Obligations of the United States of America shall be credited to the Escrow Account and shall not be reinvested.

(b) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of any of the Obligations of the United States of America acquired hereunder and shall either purchase Refunded Obligations or substitute other Obligations of the United States of America for such Obligations of the United States of America. The Issuer will not request the Escrow Agent to exercise, and the Escrow Agent shall not exercise any of the powers described in the preceding sentence in any manner which will cause the Refunded Obligations or the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or any successor provision thereto and the rulings and interpretations thereof, and the regulations thereunder in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The transactions may be effected only if (i) an independent certified public accountant shall certify that the cash and principal amount of Obligations of the United States of America remaining on hand after the transactions are completed will be not less than the Escrow Requirement, and (ii) the Escrow Agent shall receive an unqualified opinion from a nationally recognized bond counsel to the effect that the transactions will not cause the Refunding Bonds or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or any successor provision thereto and the rulings and interpretations thereof, and the regulations thereunder in effect on the date of the transactions and applicable to obligations issued on such date.

SECTION 6. Notices of Redemption of Refunded Obligation. The Escrow Agent is hereby authorized and directed and hereby agrees to cause the Registration Agent with respect to the Refunded Obligations to give to the registered holders of the Refunded Obligations and the Bond Insurer, if applicable, notices of the June 1, 2017 and June 1, 2018, (or soonest practicable date thereafter) optional redemption dates as and when required by the resolutions authorizing the Refunded Obligations at least thirty (30) and not more than sixty (60) days prior to the Call Date. The notices described above shall be substantially in the forms of the notices attached hereto and made a part hereof as Schedule C.

SECTION 7. No Redemption or Acceleration of Maturity. The Issuer and the Escrow Agent will not redeem the Refunded Obligations except for the redemption reflected in Schedule C attached hereto at the Call Date.

SECTION 8. (Reserved)

SECTION 9. Responsibilities of Escrow Agent.

(a) The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of any of its obligations except as set forth herein, or to protect any of the Issuer's rights under any bond proceeding or any of the Issuer's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which it may do or refrain from doing, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements of fact contained herein, or in the Refunded Bonds or in any proceedings taken in connection therewith, but such recitals and statements of fact are made solely by the Issuer. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

(b) The Escrow Agent shall perform only such duties and responsibilities as are expressly set forth in this Escrow Agreement and no other or further duties or responsibilities shall be implied. The Escrow Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall be entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Escrow Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper, or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Escrow Agent may execute any of its trusts or powers and perform any of its duties under this Escrow Agreement by or through attorneys, agents, or employees. The Escrow Agent is not liable for the accuracy of the calculations as to the sufficiency of the funds in the Escrow Account to pay the Refunded Bonds. If the Escrow Agent applies the money in the Escrow Account as provided in this Escrow Agreement, the Escrow Agent will not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by the calculations.

(c) The Escrow Agent shall have no lien whatsoever upon any of the monies in the Escrow Account or Obligations of the United States of America for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

(d) In the event of the Escrow Agent's failure to account for any of the monies received by it or the Obligations of the United States of America, said monies or Obligations of the United States of America shall become the property of the Issuer in trust for the holders of the Refunded Obligation, and if for any improper reason such monies or Obligations of the United States of America are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

SECTION 10. Qualifications of Escrow Agent. There shall at all times be an Escrow Agent hereunder which shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise corporate trust powers, having a combined capital, surplus and undivided profits of at least \$50,000,000.00 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 Escrow Agent shall cease to be eligible in accordance with the provisions of this paragraph, the Escrow Agent shall resign immediately in the manner and with the effect specified hereinbelow.

SECTION 11. Resignation of Escrow Agent. The Escrow Agent may at any time resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer and by giving the holders of the Refunded Obligations notice by first class mail of such resignation specifying when such resignation shall take effect and not less than thirty (30) days before such resignation shall take effect. The Issuer shall be responsible for any unpaid fees of the Escrow Agent through the effective date of the resignation. The Issuer shall appoint a successor escrow agent by the resignation date.

SECTION 12. Removal of Escrow Agent.

(a) The Issuer may remove the Escrow Agent at any time, by giving thirty (30) calendar days notice, in writing, to the Escrow Agent specifying when such removal shall take effect. The Issuer shall appoint a successor escrow agent by the removal date.

(b) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Refunded Obligations then outstanding, such instruments to be filed with the Issuer, and not less than thirty (30) days before such removal is to take effect as stated in said instrument, a copy of such instruments filed with the Issuer under the provisions of this paragraph, shall be delivered by the Issuer to the Escrow Agent.

SECTION 13. Successor Escrow Agent.

(a) Any corporation, association, or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business, or any corporation, association, or other entity resulting from any such conversion, sale, merger, consolidation, or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of

any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

(b) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint a successor Escrow Agent to fill such vacancy. The Issuer shall mail a copy of the notice of such appointment to the registered owners of the Refunded Obligation.

(c) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Refunded Obligations then outstanding, by an instrument in writing, filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer to the predecessor Escrow Agent and to the Escrow Agent so appointed by the bondholders. In the case of conflicting appointments made under this paragraph, the first effective appointment made during the one-year period shall govern.

(d) If no appointment of a successor Escrow Agent shall be made by the Escrow Agent's resignation date or the Issuer's or the bondholders' removal date pursuant to the foregoing provisions of this Section, the retiring Escrow Agent may apply to any court of competent jurisdiction located in Hawkins County, Tennessee to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(e) Any successor Escrow Agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor any instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation and 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 and the Escrow Property hereunder, with like effect as if originally named as Escrow Agent herein; but nevertheless, on written request by the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument or instruments transferring to such successor the Escrow Property described herein and all rights, powers and authority of the predecessor with respect thereto. Upon request of any such successor, the Issuer 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 authority. No successor shall accept appointments as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 10 hereof.

SECTION 14. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it will receive reasonable and proper compensation for its services, costs, charges and expenses

under this Agreement directly from the Issuer and that no such compensation for its services, costs, charges or expenses shall give rise to a lien or charge against the Escrow Account or any Escrow Property. The Escrow Agent's fee schedule is attached hereto as Schedule D and the Issuer hereby agrees to promptly pay the same. The Issuer agrees to indemnify the Escrow Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Escrow 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 Issuer and shall not give rise to any claim against the Escrow Account.

SECTION 15. 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, commercial overnight courier or hand delivery:

(i) If to the Issuer:

Hawkins County, Tennessee
150 Washington Street
Rogersville, Tennessee 37857
Attention: County Mayor and County Clerk

(ii) To the Escrow Agent:

Regions Bank
150 4th Ave. North, Suite 900
Nashville, Tennessee 37219
Attention: Corporate Trust Services

(iii) If to any registered Bondholder to his, her or its address, if any, as shown on the books of the Registrar.

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

SECTION 16. Term. This Agreement shall commence upon its execution and delivery and shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

SECTION 17. Reports. The Escrow Agent shall deliver to the Mayor of the Issuer a report of each transaction relating to the Escrow Account as such transaction occurs. In addition, on or before August 1 of each year during the term of this Agreement, the Escrow Agent shall deliver to the Mayor of the Issuer a report of the financial condition of and an operating statement for the Escrow Account for the one-year period ending on June 30 of such year.

SECTION 18. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Obligations and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow 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 Escrow Agent for the benefit of the holders of the Refunded Obligation, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties or to effect transactions in compliance with Section 5(b) hereof.

The Escrow 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 holders of the Refunded Obligation, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 19. Permitted Acts. The Escrow Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or the Refunded Obligations as fully and with the same rights as if it were not the Escrow Agent.

SECTION 20. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreements herein contained shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 21. 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.

SECTION 22. Governing Law. This Agreement shall be construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have caused this Refunding Escrow Agreement to be executed by their duly authorized officers and their corporate seals (if applicable) to be hereunto affixed and attested as of the date first above written.

HAWKINS COUNTY, TENNESSEE

By: _____
Its: County Mayor

(SEAL)

ATTEST:

County Clerk

REGIONS BANK, as Escrow Agent

By: _____
Its: _____

ATTEST:

Title

SCHEDULE A

SCHEDULE OF TOTAL DEBT SERVICE FOR

HAWKINS COUNTY, TENNESSEE'S

General Obligation School Bonds, Series 2007, dated December 20, 2007, maturing June 1, 2033

SCHEDULE OF TOTAL DEBT SERVICE FOR
HAWKINS COUNTY, TENNESSEE'S

Loan Agreement (Series B-15-A), dated May 15, 2008

SCHEDULE B

OBLIGATIONS OF THE UNITED STATES OF AMERICA

SCHEDULE C

NOTICE OF REDEMPTION

HAWKINS COUNTY, TENNESSEE'S

General Obligation School Bonds, Series 2007, dated December 20, 2007, maturing June 1, 2033

NOTICE IS HEREBY GIVEN that Hawkins County, Tennessee (the "Issuer") has elected to and does exercise its option to call and redeem on June 1, 2017 (the "Redemption Date"), the following maturities of the Issuer's outstanding General Obligation School Bonds, Series 2007, dated December 20, 2007, as follows:

<u>Stated Maturity (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate (%)</u>	<u>Cusip Number</u>
2033	\$ _____	3.90	_____

The holders of the above-described Bonds are hereby notified to present the same to Regions Bank, Nashville, Tennessee, as Registration Agent, where redemption shall be made at the price of par, plus accrued interest to the date of redemption. The redemption price will become due and payable on June 1, 2017, upon each such Bond herein called for redemption and such Bonds shall not bear interest beyond June 1, 2017.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), 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.

Regions Bank, Nashville, Tennessee, as registration
and paying agent

NOTICE OF REDEMPTION

HAWKINS COUNTY, TENNESSEE'S

Loan Agreement (Series B-15-A) dated as of May 15, 2008 between Hawkins County,
Tennessee and The Public Building Authority of Blount County, Tennessee

SCHEDULE D

ESCROW AGENT'S FEE SCHEDULE

To Refunding Escrow Agreement dated as of _____, 2016, by and between Hawkins County, Tennessee and Regions Bank, Nashville, Tennessee, as Escrow Agent

In connection with its duties hereunder, the Escrow Agent shall receive the following fees:

Acceptance Fee: \$0.00 (waived)

Annual Fee: (Payable in advance, to be billed by Escrow Agent) \$500.00

STATE OF TENNESSEE

COUNTY OF HAWKINS

I, Nancy Davis, hereby certify that I am the duly elected and qualified County clerk of Hawkins County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of excerpts from the minutes of the meeting of the Board of County Commissioners of Hawkins County held on Monday, March 28, 2016, insofar as same pertains to the proceedings in connection with the issuance of not-to-exceed \$10,000,000 General Obligation Bonds, Series 2016 of Hawkins County, Tennessee.

WITNESS my signature and official seal this the ___ day of March, 2016.

Nancy Davis,
County Clerk
Hawkins County, Tennessee

(SEAL)

RESOLUTION

No. 2016/03/01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of March, 2016.

RESOLUTION IN REF: INITIAL RESOLUTION DETERMINING TO ISSUE, NOT TO EXCEED \$675,000, GENERAL OBLIGATION BONDS OF HAWKINS COUNTY, TENNESSEE

See attached Initial Resolution for publishing notice of intent to issue debt.

See Detailed Issuance Resolution cover page for further explanation of the project.

Introduced By Esq. Shane Bailey, Chrmn Budget Comm

Seconded By Esq. _____

Date Submitted 3-14-16

County Clerk Nancy A. Davis

By: Cindy Rutledge DC

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

INITIAL RESOLUTION DETERMINING TO ISSUE NOT TO EXCEED \$675,000 GENERAL OBLIGATION BONDS OF HAWKINS COUNTY, TENNESSEE

WHEREAS, the Board of County Commissioners of Hawkins County, Tennessee (the "Issuer") has determined that it is necessary to make certain capital expenditures in connection with public works projects as described in Section 9-21-105 of the Tennessee Code Annotated, as amended, including but not limited to the acquisition of equipment for the public works and public safety departments of the Issuer, including but not limited to solid waste equipment (the "Project"); and

WHEREAS, the Issuer is authorized by Sections 9-21-101 et seq. of the Tennessee Code Annotated to issue its general obligation bonds for such purposes.

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

Section 1. That it is necessary and desirable and in the best interests of the citizens of Hawkins County, Tennessee that the Issuer pay costs of the Project and pay legal, fiscal, and administrative costs incident to the issuance and sale of its general obligation bonds to be issued for such purposes.

Section 2. That the Board of County Commissioners of Hawkins County, Tennessee hereby determines pursuant to the authority of Sections 9-21-101 et seq. of the Tennessee Code Annotated, as amended, that it shall issue its general obligation bonds for the purposes of paying costs of the Project and other purposes stated above in an aggregate amount not-to-exceed \$675,000, that such bonds will bear interest at a rate or rates not-to-exceed 5.00%, and that such bonds shall be payable, both principal and interest, from ad valorem taxes levied without limitation as to rate or amount upon all taxable property in the Issuer.

Section 3. That the bonds may be issued for any one or more of the purposes stated above and may be issued in one or more emissions either separately or as part of one or more larger bond issues which may include bonds of the Issuer being issued for other purposes and/or under other authorizing resolutions and statutes.

NOTICE

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

Adopted and approved this 28th day of March, 2016.

County Mayor

Attest:

County Clerk

(Seal)

STATE OF TENNESSEE:
COUNTY OF HAWKINS

I, Nancy Davis, hereby certify that I am the duly elected and qualified County Clerk of Hawkins County, Tennessee (the "Issuer") and as such official, I hereby certify that the foregoing is a true and correct copy of excerpts from the minutes of the meeting of the Board of County Commissioners of Hawkins County, Tennessee held on Monday, March 28, 2016, insofar as the same pertains to the proceedings in connection with the issuance of not-to-exceed \$675,000 general obligation bonds of the Issuer.

Witness my signature this __ day of March, 2016.

County Clerk

(Seal)

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28TH DAY OF MARCH, 2016

RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2015 ESTIMATED FUND BALANCES AND RESERVES ON APPROVED 2015-16 FY BUDGETS

WHEREAS, it is recommended that the estimated fund balances and reserves presented to County Commission should reasonably reflect the actual June 30 fund balances and reserves for each fund, and

WHEREAS, the June 30, 2015 audit was released in February 2016, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2015 - 2016 FY Budget, and

WHEREAS, it has been recommended that County Commission be informed of the actual June 30 fund balance of each fund and that the budget document be amended with such.

<u>Fund</u>	<u>Estimated 6/30/15 Fund Balances and Reserves on the 2015-16 FY Budget Document</u>	<u>Actual 6/30/15 Fund Balances and Reserves after Closing Accounting Records for the 2014-2015 FY</u>	<u>Difference</u>
General	\$ 5,222,597	\$ 5,199,470	\$ (23,127)
Solid Waste	619,537	631,177	\$ 11,640
Drug Control	320,740	318,685	\$ (2,055)
Highway	3,214,966	3,211,202	\$ (3,764)
General Debt Service	3,153,002	3,154,697	\$ 1,695
Special Debt Service	1,441,990	1,441,990	\$ -
Education Debt Service	10,111,983	10,115,826	\$ 3,843

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2015 fund balances and reserves be recognized and amended for the approved 2015 - 16 FY budgets for the purpose of meeting audit requirements. No general ledger entries for any fund will be required from this resolution.

INTRODUCED BY: Shane Bailey, Chairman
Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND

ACTION: AYE NAY

DATE SUBMITTED 3-14-16

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE _____

BY: Cindy Rutledge DC.

ABSENT _____

APPROVED _____ DISAPPROVED _____

COMMITTEE ACTION: _____

CHAIRMAN:

Melville Bailey
MELVILLE BAILEY

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28TH DAY OF MARCH, 2016.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
COUNTY BUILDINGS					
Increase Expenditures			Increase		
51800-790	Other Equipment	5,000.00	500.00		5,500.00
Decrease Expenditures				Decrease	
51800-446	Small Tools	2,000.00		(500.00)	1,500.00
Sub-total Expenditures		\$ 7,000.00	\$ 500.00	\$ (500.00)	\$ 7,000.00
The above increase is needed to make sufficient appropriations for purchase of a commercial mower.					
Funding for the increase will come from a transfer from the County Buildings budget.					
OTHER LOCAL HEALTH SERVICES (State Grant)		Current Budget			Amended Budget
Increase Expenditures			Increase		
55190-189	Salaries	340,700.00	1,700.00		342,400.00
55190-201	Social Security	25,600.00	200.00		25,800.00
55190-204	State Retirement	30,000.00	200.00		30,200.00
Sub-total Expenditures		\$ 396,300.00	\$ 2,100.00	\$ 0.00	\$ 398,400.00
STATE OF TENNESSEE HEALTH AND WELFARE GRANTS		Current Budget			Amended Budget
Increase Revenues			Increase		
46390	Other Health & Welfare Grants	453,600.00	2,100.00		455,700.00
Sub-total Revenues		\$ 453,600.00	\$ 2,100.00	\$ 0.00	\$ 455,700.00
The above increase is reflecting the State DGA Grant increase of \$2,100 to accommodate the 2.5% salary increase for DGA employees. No monies are taken from county funds.					
		Current Budget	Increase	Decrease	Amended Budget
Page Totals- Expenditures		\$ 403,300.00	\$ 2,600.00	\$ (500.00)	\$ 405,400.00
Page Totals- Revenues		\$ 453,600.00	\$ 2,100.00	\$ 0.00	\$ 455,700.00

INTRODUCED BY: Shane Bailey

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND _____

ACTION: AYE NAY

DATE SUBMITTED 3-14-16

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS
BY: Cindy Reddick DC

VOICE VOTE _____

ABSENT _____

APPROVED _____ DISAPPROVED _____

COMMITTEE ACTION: _____

CHAIRMAN:

Melville Bailey
MELVILLE BAILEY

Budget Amendment: General Fund
County Commission Meeting
Date: March 28, 2016

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
INDUSTRIAL DEVELOPMENT		Current Budget			Amended Budget
Increase Expenditures			Increase		
58120-189	Other Salaries & Wages (WIA - Youth)	49,302.00	72,075.00		121,377.00
58120-201	Social Security	6,618.00	5,514.00		12,132.00
58120-204	State Retirement	4,829.00	1,033.00		5,862.00
58120-207	Medical Insurance	15,700.00	1,651.00		17,351.00
58120-513	Workers Compensation	1,880.00	400.00		2,280.00
Sub-total Expenditures		\$ 78,329.00	\$ 80,673.00	\$ 0.00	\$ 159,002.00
OTHER GOVERNMENT AND CITIZENS GROUPS		Current Budget			Amended Budget
Increase Revenue			Increase		
48140	Contracted Services (WIA Youth Grants)	56,912.00	80,673.00		137,585.00
Sub-total Revenue		\$ 56,912.00	\$ 80,673.00	\$ 0.00	\$ 137,585.00
The above increases are needed in revenue and expenditures to budget appropriations for wages in the WIA-Youth Program through June 30, 2016. This program is totally grant funded with no county revenue required.					
OTHER PUBLIC HEALTH AND WELFARE (State Revenue - Tobacco Settlement)		Current Budget			Amended Budget
Increase Expenditures			Increase	Decrease	
55900-302	Advertising	6,340.00		(5,840.00)	500.00
55900-399	Other Contracted Services	2,676.00		(756.00)	1,920.00
55900-499	Other Supplies & Materials	29,264.00	20,000.00		49,264.00
55900-799	Other Capital Outlay	23,980.00	25,476.00		49,456.00
Sub-total Expenditures		\$ 62,260.00	\$ 45,476.00	\$ (6,596.00)	\$ 101,140.00
STATE OF TENNESSEE OTHER STATE GRANTS		Current Budget			Amended Budget
Increase Revenue			Increase		
46990	Other State Revenue (Tobacco Settlement Payment #3 for Health Department)	709.00	38,880.00		39,589.00
Sub-total Revenue		\$ 709.00	\$ 38,880.00	\$ 0.00	\$ 39,589.00
The above increases are needed to budget for Payment #3 of the Tobacco Settlement Funds. Year 3 of this grant began 01/01/2016. The total above reflects the additional funds allocated for the grant period 01/01/16 - 12/31/16 in the amount of \$38,880. Monies are being transferred within the budget to reflect anticipated expenditures. This grant involves no county funds.					
Page Totals - Expenditures		\$ 140,589.00	\$ 126,149.00	\$ (6,596.00)	\$ 260,142.00
Page Totals - Revenue		\$ 57,621.00	\$ 119,553.00	\$ 0.00	\$ 177,174.00

**Budget Amendment: General Fund
County Commission Meeting
Date: March 28, 2016**

Account Number	Description				
	AIRPORT	Current Budget			Amended Budget
	Increase Expenditures		Increase		
58220-425	Gasoline	22,500.00	12,000.00		34,500.00
	Sub-total Expenditures	\$ 22,500.00	\$ 12,000.00	\$ 0.00	\$ 34,500.00
	OTHER LOCAL REVENUES RECURRING ITEMS	Current Budget			Amended Budget
	Increase Revenue		Increase		
44135	Sale of Gasoline (airport fuel)	18,000.00	12,000.00		30,000.00
	Sub-total Revenue	\$ 18,000.00	\$ 12,000.00	\$ 0.00	\$ 30,000.00
The above increases are needed to purchase fuel for the self-service fueling system. Funding comes from the sale of fuel through this system. These funds generated cannot be used for any purpose other than for the airport.					
	CORRECTIONS JAIL	Current Budget			Amended Budget
	Increase Expenditures		Increase	Decrease	
54210-189	Other Salaries & Wages	35,000.00	2,000.00		37,000.00
54210-335	Maintenance & Repair Services - Building	15,000.00	15,996.00		30,996.00
	Decrease Expenditures				
54210-790	Other Equipment	45,500.00		(10,000.00)	35,500.00
54210-160	Guards	1,191,226.00		(2,000.00)	1,189,226.00
	Sub-total Expenditures	\$ 1,286,726.00	\$ 17,996.00	\$ (12,000.00)	\$ 1,292,722.00
	OTHER SOURCES (REVENUE)	Current Budget			Amended Budget
	Increase Revenue		Increase		
49700	Insurance Recovery	452.00	8,996.00		9,448.00
	Sub-total Revenue	\$ 452.00	\$ 8,996.00	\$ 0.00	\$ 9,448.00
The above increases are needed budget for insurance monies received to replace windows broken out by an inmate. Also, moving \$10,000 to Maintenance & Repair Services - Building to cover the cost of supplies used for building maintenance. This work is being done by the inmate work program.					
The above increase for Jail - Other Salaries and Wages is to cover the cost of paying out accumulated vacation pay to employees leaving the jail.					
	Page Totals - Expenditures	\$ 1,309,226.00	\$ 29,996.00	\$ (12,000.00)	\$ 1,327,222.00
	Page Totals - Revenue	\$ 18,452.00	\$ 20,996.00	\$ 0.00	\$ 39,448.00

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28TH DAY OF MARCH, 2016.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - SOLID WASTE FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
CONVENIENCE CENTERS AND RECYCLING CENTER					
Increase Expenditures			Increase		
55732-330	Operating Lease Payments	4,300.00	1,200.00		5,500.00
55751-451	Uniforms	225.00	75.00		300.00
Decrease Expenditures				Decrease	
55751-307	Communications	2,500.00		(75.00)	2,425.00
55732-336	Maintenance & Repairs - Equipment	50,000.00		(1,200.00)	48,800.00
Sub-total Expenditures		\$ 57,025.00	\$ 1,275.00	\$ (1,275.00)	\$ 57,025.00
The above increase for Uniforms is needed to provide sufficient appropriations for uniforms purchased for staff. This increase will come from a transfer in the Recycling Center budget Communications line item.					
The above increase for Operating Lease Payments is needed to pay for 14-15FY lease. The lease had not been re-signed after lessor passed away. Funding for this transfer will come from the Convenience Center budget.					
		Current Budget	Increase		Amended Budget
Page Total - Expenditures		\$ 57,025.00	\$ 1,275.00	\$ (1,275.00)	\$ 57,025.00
Page Total - Revenues		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

INTRODUCED BY: Shane Bailey

SECONDED BY: _____

ACTION: AYE NAY

ROLL CALL _____

VOICE VOTE _____

ABSENT _____

COMMITTEE ACTION: _____

ESTIMATED COST _____

PAID FROM _____ FUND _____

DATE SUBMITTED 3-14-16

COUNTY CLERK: NANCY A. DAVIS

BY: Cindy Rutledge DC.

APPROVED _____ DISAPPROVED _____

CHAIRMAN: Melville Bailey
MELVILLE BAILEY

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28TH DAY OF MARCH, 2016

RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2015 ESTIMATED FUND BALANCES AND RESERVES ON APPROVED 2015-16 FY BUDGETS

WHEREAS, it is recommended that the estimated fund balances and reserves presented to County Commission should reasonably reflect the actual June 30 fund balances and reserves for each fund, and

WHEREAS, the June 30, 2015 audit was released in February 2016, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2015 - 2016 FY Budget, and

WHEREAS, it has been recommended that County Commission be informed of the actual June 30 fund balance of each fund and that the budget document be amended with such.

<u>Fund</u>	<u>Estimated 6/30/15 Fund Balances and Reserves on the 2015-16 FY Budget Document</u>	<u>Actual 6/30/15 Fund Balances and Reserves after Closing Accounting Records for the 2014-2015 FY</u>	<u>Difference</u>
General Purpose School	\$ 7,719,175	\$ 8,672,543	\$ 953,368
Federal Projects	617,296	496,779	\$ (120,517)
Central Cafeteria	2,531,481	2,574,979	\$ 43,498
Transportation	1,085,837	1,399,491	\$ 313,654

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2015 fund balances and reserves be recognized and amended for the approved 2015 - 16 FY budgets for the purpose of meeting audit requirements. No general ledger entries for any fund will be required from this resolution.

INTRODUCED BY: Shane Bailey, Chairman
Budget Committee

SECONDED BY: _____

ACTION: AYE _____ NAY _____

ROLL CALL _____

VOICE VOTE _____

ABSENT _____

COMMITTEE ACTION: _____

ESTIMATED COST _____

PAID FROM _____ FUND _____

DATE SUBMITTED 3-14-16

COUNTY CLERK: NANCY A. DAVIS

BY: Cindy Rutledge DC.

APPROVED _____ DISAPPROVED _____

CHAIRMAN: _____

Melville Bailey

RESOLUTION NO. 2016, 03, 13

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28th DAY OF MARCH 2016.

RESOLUTION IN REF: GENERAL PURPOSE SCHOOL FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the General Purpose School Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, March 28, 2016, go on record as passing this resolution.

Introduced by Esq. Shane Bailey

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 3-14-16

Roll Call _____ _____

County Clerk: Nancy A. Davis

Voice Vote _____ _____

By: Cindy Rethledge DC.

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

FUND: 141 GENERAL PURPOSE SCHOOL FUND

AMENDMENT NUMBER: 6

DATE: March 28, 2016

ORIGINAL BUDGET AMOUNT	52,909,100.00
PREVIOUS AMENDMENTS	149,261.02
TOTAL	53,058,361.02
REQUESTED AMENDMENT	138,876.17
TOTAL	53,197,237.19

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
		71150 ALTERNATIVE INSTRUCTION PROGRAM				
1	71150-599-ATEAM	Other Charges	200.00	100.00	-	300.00
		Subtotal	200.00	100.00	-	300.00
		71600 ADULT EDUCATION PROGRAM				
2	71600-116	Teachers	86,548.00		4,473.00	82,075.00
2	71600-201	Social Security	5,366.00		276.00	5,090.00
2	71600-204	State Retirement	4,096.00	964.00	-	5,060.00
2	71600-207	Medical Insurance	5,258.00		144.00	5,114.00
2	71600-212	Employer Medicare	1,255.00		65.00	1,190.00
2	71600-429	Instructional Supplies and Materials	12,500.00		500.00	12,000.00
3	71600-429	Instructional Supplies and Materials	12,000.00	760.00	-	12,760.00
		Subtotal	127,023.00	1,724.00	5,458.00	123,289.00
		72260 ADULT PROGRAMS				
2	72260-105	Director	51,080.00	1,187.00		52,267.00
2	72260-201	Social Security	3,167.00	74.00		3,241.00
2	72260-204	State Retirement	4,434.00	103.00	-	4,537.00
2	72260-212	Employer Medicare	741.00	17.00		758.00
		Subtotal	59,422.00	1,381.00	-	60,803.00
		72130 OTHER STUDENT SUPPORT				
4	72130-355-FRC	Travel	750.00	700.00		1,450.00
4	72130-499-FRC	Other Supplies and Materials	6,771.00	100.00	700.00	6,171.00
		Subtotal	7,521.00	800.00	700.00	7,621.00
		72120 HEALTH SERVICES				
6	72120-399-CSH	Other Contracted Services	500.00	220.00		720.00
6	72120-599-CSH	Other Charges	30,610.00		220.00	30,390.00
7	72120-413	Drugs and Medical Supplies	17,500.00	6,000.00		23,500.00
7	72120-499	Other Supplies and Materials	9,800.00	3,890.00		13,690.00
7	72120-524	In-Service/Staff Development	1,500.00		1,000.00	500.00
7	72120-599	Other Charges	2,890.00		2,890.00	-
7	72120-735	Equipment	15,000.00		6,000.00	9,000.00
		Subtotal	77,800.00	10,110.00	10,110.00	77,800.00
		76100 REGULAR CAPITAL OUTLAY				
5	76100-707-EE	Building Improvements	-	141,029.17		141,029.17
		Subtotal	-	141,029.17	-	141,029.17
		REVENUES				
1	44570-ATEAM	Contributions & Gifts	200.00	100.00		300.00
3	46590	Other State Education Funds	148,779.00	127.00		148,906.00
2,3	47120	Adult Education State Grant Program	169,465.00	633.00	3,113.00	166,985.00
4	44570-FRC	Contributions & Gifts	1,071.00	100.00		1,171.00
5	48130	Contributions	-	141,029.17		141,029.17
		Total	319,515.00	141,989.17	3,113.00	458,391.17
		TOTAL EXPENDITURES	271,966.00	155,144.17	16,268.00	410,842.17
		TOTAL REVENUES	319,515.00	141,989.17	3,113.00	458,391.17

	This budget amendment is to budget for the following:					
1	To budget monies awarded to the Alternative School from U-Trust to be used for staff appreciation.					
2	To correct the original budget. Changes from the first draft were erroneously omitted.					
3	To budget the Critical Needs grant.					
4	To budget a donation received from Hawkins County Farm Bureau and to move funds from Other Supplies and Materials to Travel to allow for expenses for the remainder of the fiscal year.					
5	To budget a portion of the EESI-HVAC project. The remainder will be budgeted upon completion of the project.					
6	To transfer monies to cover the remainder of staff fitness classes at CHES.					
7	To increase Drugs and Medical Supplies due to the increase in the cost of supplies and to increase Other Supplies and Materials to purchase student and facility emergency cards.					

RESOLUTION NO. 2016 / 03 / 14

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28th DAY OF MARCH 2016.

RESOLUTION IN REF: FEDERAL PROJECTS FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Federal Projects Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, March 28, 2016, go on record as passing this resolution.

Introduced by Esq. Shane Bailey

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 3-14-16

Roll Call _____ _____

County Clerk: Nancy A. Davis

Voice Vote _____ _____

By: Cindy Rutledge DC.

Absent _____ _____

COMMITTEE ACTION: _____

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

FUND: 142 FEDERAL PROJECTS FUND
 AMENDMENT NUMBER: 4
 DATE: March 28, 2016

ORIGINAL BUDGET	4,035,208.00
PREVIOUS AMENDMENTS	1,634,981.72
TOTAL	5,670,189.72
REQUESTED AMENDMENT	458,190.77
TOTAL	6,128,380.49

Corrected

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
EXPENDITURES					
71100 REGULAR INSTRUCTION PROGRAM					
71100-116	Teachers	189,151.00	540.00		189,691.00
71100-163	Educational Assistants	336,396.00			336,396.00
71100-189	Other Salaries & Wages	151,459.00	135,000.00	8,850.00	277,609.00
71100-195	Certified Substitute Teachers	8,000.00			8,000.00
71100-198	Non-Certified Substitute Teachers	12,000.00			12,000.00
71100-201	Social Security	39,756.00	4,030.00	52.70	43,733.30
71100-204	State Retirement	51,632.00	5,882.50	105.04	57,409.46
71100-206	Life Insurance	5,392.00	73.00		5,465.00
71100-207	Medical Insurance	270,687.00			270,687.00
71100-210	Unemployment Compensation	1,280.00		20.00	1,260.00
71100-212	Employer Medicare	11,078.32	1,263.50	430.64	11,911.18
71100-311	Contracts with Other School Systems	25,000.00	20,465.00	1,000.00	44,465.00
71100-336	Maintenance & Repair - Equipment	3,000.00		26,241.00	(23,241.00)
71100-399	Other Contracted Services	178,000.00	256,604.00	7,929.80	426,674.20
71100-429	Instructional Supplies & Materials	387,603.00	29,483.98		417,086.98
71100-499	Other Supplies & Materials	67,185.00	1,400.00		68,585.00
71100-599	Other Charges	7,500.00		557.35	6,942.65
71100-722	Regular Instruction Equipment	281,313.47	31,643.00		312,956.47
	Subtotal	2,026,432.79	486,384.98	45,186.53	2,467,631.24
72130 OTHER STUDENT SUPPORT					
72130-189	Other Salaries & Wages	181,351.75		504.00	180,847.75
72130-201	Social Security	11,458.00	2.00		11,460.00
72130-204	State Retirement	16,906.00			16,906.00
72130-206	Life Insurance	648.00			648.00
72130-207	Medical Insurance	28,859.00			28,859.00
72130-210	Unemployment Compensation	180.00			180.00
72130-212	Employer Medicare	2,977.00			2,977.00
72130-355	Travel	15,000.00			15,000.00
72130-499	Other Supplies & Materials	6,895.00	387.00		7,282.00
72130-524	In-Service/Staff Development	5,000.00			5,000.00
72130-599	Other Charges	179,301.00	1,464.00		180,765.00
72130-790	Other Equipment	9,850.00		2,740.00	7,110.00
	Subtotal	458,425.75	1,853.00	3,244.00	457,034.75

	72210 REGULAR INSTRUCTION - SUPPORT				
72210-105	Supervisor/Director	70,926.78	2,072.22		72,999.00
72210-161	Secretary(s)	27,500.00			27,500.00
72210-162	Clerical Personnel	5,000.00	5,000.00		10,000.00
72210-189	Other Salaries & Wages	68,572.80			68,572.80
72210-201	Social Security	11,134.17	316.83		11,451.00
72210-204	State Retirement	16,322.20	459.80		16,782.00
72210-206	Life Insurance	432.00			432.00
72210-207	Medical Insurance	33,000.00			33,000.00
72210-210	Unemployment Compensation	120.00			120.00
72210-212	Employer Medicare	2,881.38	73.62		2,955.00
72210-308	Consultants	-			-
72210-336	Maintenance & Repair - Equipment	8,000.00			8,000.00
72210-355	Travel	10,518.57	3,205.07		13,723.64
72210-399	Other Contracted Services	5,000.00			5,000.00
72210-432	Library Books/Media	2,180.00		207.00	1,973.00
72210-499	Other Supplies & Materials	24,185.22		446.00	23,739.22
72210-524	In-Service/Staff Development	114,157.00	2,124.00	7,883.00	108,398.00
72210-599	Other Charges	-			-
72210-790	Other Equipment	5,000.00	3,667.78		8,667.78
	Subtotal	404,930.12	16,919.32	8,536.00	413,313.44
	72710 TRANSPORTATION - SUPPORT				
72710-313	Contracts with Parents	5,000.00			5,000.00
	Subtotal	5,000.00	-	-	5,000.00
	99100 OTHER USES/TRANSFERS OUT & INDIRECT COST				
99100-504	Indirect Cost	4,000.00	14,000.00	4,000.00	14,000.00
	Subtotal	4,000.00	14,000.00	4,000.00	14,000.00
	Total Expenditures	2,898,788.66	519,157.30	60,966.53	3,356,979.43
	REVENUE				
47141	Title I Grants		10,000.00		10,000.00
47590	Other Federal Through State	-	448,190.77		448,190.77
	Total Revenues	-	458,190.77	-	458,190.77
	This budget amendment is to budget for the following:				
Title I-101	To reallocate accounts for the remainder of the fiscal year.				
Title I-104	To make appropriations for the Title I Distinguished School Grant.				
MSP (2015)	To adjust the first Math and Science Partnership grant to match ePlan.				
MSP (2016)	To make appropriations for the second Math and Science Partnership grant.				

RESOLUTION NO. 2016 / 03 / 15

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28th DAY OF MARCH 2016.

RESOLUTION IN REF: SCHOOL TRANSPORTATION FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the School Transportation Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, March 28, 2016, go on record as passing this resolution.

Introduced by Esq. Shane Bailey

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 3-14-16

Roll Call _____ _____

County Clerk: Nancy A. Davis

Voice Vote _____ _____

By: Cindy Rutledge DC

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

FUND: 144 SCHOOL TRANSPORTATION FUND
 AMENDMENT NUMBER: 3
 DATE: March 28, 2016

ORIGINAL BUDGET AMOUNT	3,673,551.00
PREVIOUS AMENDMENTS	<u>16,211.49</u>
TOTAL	3,689,762.49
REQUESTED AMENDMENT	<u>2,402.98</u>
TOTAL	<u>3,692,165.47</u>

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
		72710 TRANSPORTATION				
1	72710-338	Maintenance & Repair Services-Vehicles	46,211.49	2,402.98	-	48,614.47
2	72710-355	Travel	1,000.00	1,000.00	-	2,000.00
2	72710-425	Gasoline	400,000.00		1,000.00	399,000.00
		Subtotal	447,211.49	3,402.98	1,000.00	449,614.47
		REVENUE				
1	49700	Insurance Recovery	16,211.49	2,402.98		18,614.47
		Subtotal	16,211.49	2,402.98	-	18,614.47
		TOTAL EXPENDITURES	447,211.49	3,402.98	1,000.00	449,614.47
		TOTAL REVENUES	16,211.49	2,402.98	-	18,614.47
		This budget amendment is to budget for the following:				
1	To budget insurance reimbursement money relating to accident (Bus 6).					
2	Expense for monitoring road conditions.					

**CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE**

Resolution No. 2016/03/16

NOTARY PUBLIC DURING THE MARCH 28, 2016 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	BUSINESS
1. MEGAN ADELL BARNETTE	900 SECOND ST. ROGERSVILLE, TN. 37857	STATE FARM SHERRY PRICE ROGERSVILLE, TN. 37857
2. JAMES CRADIC JR.	326 TIPTON ST. CHURCH HILL, TN. 37642	SELF
3. JARED VINCENT GENCO	114 WIND RIDGE ROGERSVILLE, TN. 37857	REGIONS BANK MORRISTOWN, TN. 37813
4. TAMMY J. GRAY	151 MEADOW SPRINGS LN. MT. CARMEL, TN. 37645	FIRST KINGSPORT CREDIT UNION KINGSPORT, TN. 37660
5. AUDREY M. GREER	114 LIVESAY CIRCLE ROGERSVILLE, TN. 37857	WALKER FORGE TENNESSEE SURGOINSVILLE, TN. 37873
6. RACHEL KATE GRIGSBY	116 NOLICHUCKY ST. CHURCH HILL, TN. 37642	CHURCH HILL EMS CHURCH HILL, TN. 37642
7. JAMES THOMAS HAMMONDS	342 OLD STAGE RD. ROGERSVILLE, TN. 37857	SURGOINSVILLE POLICE DEPARTMENT SURGOINSVILLE, TN. 37873
8. SUSAN E. KNIGHT	174 FORK BRANCH RD. ROGERSVILLE, TN. 37857	SCOTT FARMER'S REPAIR SHOP ROGERSVILLE, TN. 37857
9. VICKIE M. KNOX	403 WATTERSON ST. ROGERSVILLE, TN. 37857	ROGERSVILLE CITY BD. OF EDUCATION ROGERSVILLE, TN. 37857
10. PAULA J. MAYES	162 RUSSELL RD. ROGERSVILLE, TN. 37857	ROGERSVILLE CITY SCHOOL ROGERSVILLE, TN. 37857
11. CHARLES E. NEWTON	120 SPEEDWELL RD. ROGERSVILLE, TN. 37857	SELF
12. REBECCA PARKER	1012 COUNTY LINE RD. MOORESBURG, TN. 37811	ROGERSVILLE HOUSING AUTHORITY ROGERSVILLE, TN. 37857
13. SHERRY LYNN PRICE	2454 HWY 70 N. ROGERSVILLE, TN. 37857	STATE FARM INSURANCE AGENT, SHERRY PRICE ROGERSVILLE, TN. 37857
14. VELMA L. SMITH	1151 OLD HWY 66 ROGERSVILLE, TN. 37857	RETIRED
15. TRACI TIPTON	239 CHICKASAW CIR. CHURCH HILL, TN. 37642	EASTMAN CREDIT UNION KINGSPORT, TN. 37660
16. DEBORAH K. TRENT	305 FARNSIDE DR. APT 7 ROGERSVILLE, TN. 37857	STATE FARM INSURANCE ROGERSVILLE, TN. 37857
17. JESSICA LEE-ANN WILSON	505 HONEYCUTT RD. ROGERSVILLE, TN. 37857	STATE FARM ROGERSVILLE, TN. 37857
18. JEFF THACKER	235 CHURCH RD. CHURCH HILL, TN. 37642	HAWKINS CO. ASSESSOR OF PROPERTY ROGERSVILLE, TN. 37857
19. MICHELLE WILSON	205 STEWART HILLS DR. ROGERSVILLE, TN. 37857	HAWKINS CO. ASSESSOR OF PROPERTY ROGERSVILLE, TN. 37857

Nancy A. Davis /CR

Clerk of the County of Hawkins, Tennessee

March 14 2015

Date

(Seal)