

The Union County Commission met in Regular Meeting at 7:00 P.M. on Monday, July 24, 2023 at the Union County Courthouse. The Honorable Jason Bailey, County Chairman, Presiding. A quorum being present, Union County Commission was duly opened at 7:00 P.M.

The Agenda for July 24, 2023 is as follows:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Announcements: (if any)
6. Approve List for Public Comments
7. Public Comments
8. Approve Minutes
 - a. June 20, 2023 Special Called Meeting
 - b. June 26, 2023 Regular Called Meeting
 - c. June 29, 2023 Special Called Meeting
9. Approve Notaries: (if any)
10. County Mayor's Report – Mayor Jason Bailey
11. Appoint Members to Planning Commission and 911 Board
12. County Sheriff's Report – Sheriff Breeding
 - a. Jail Food Pantry
13. Budget Committee
14. Melissa Brown, Director of Finance
 - a. Monthly Finance Report
 - b. Budget Amendments & Transfers
 - c. Approve/Disapprove Surplus
 - d. Contracts
 - i. TN Dept. of Health (WIC)
 - ii. Life Check Systems
 - iii. Courthouse Janitorial Contract
15. Community Reports
 - a. Fire Chiefs Association
 - b. Constable Association
16. Old Business
 - a. 2nd Reading of Wheel Tax Resolution No. 03 06-26-2023
17. New Business
18. Addendums:
 - a. New Middle School Bond Resolution
19. Adjourn

1. County Commission was duly opened by Reserve Deputy Sheriff Jason Berry.
2. **Invocation** by Commissioner Sidney Jessee, Jr.
3. **Pledge of Allegiance** was led by Commissioner Greg Dyer.
4. **Roll Call** by Amy England, Union County Chief Deputy Clerk. **Commissioners Present:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker.

Commissioners Absent: None.

5. There were no **Announcements** made in open meeting on July 24, 2023
6. **Approve List for Public Comments:** Barbara England was approved to speak.
7. **Public Comments:**
 - a. Barbara England from the 6th District discussed a survey that she conducted using social media platforms about various topics pertaining to the county.
8. **Approve Minutes**
 - a. A **Motion** was made by **Gerald Simmons** and **Seconded** by **R.L. Jones** to approve the **Minutes of June 20, 2023 Special Called Meeting** as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

- b. A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Larry Lay** to approve the **Minutes of June 26, 2023 Regular Meeting** as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

- c. A **Motion** was made by **Ashley Mike** and **Seconded** by **Lynn Beeler** to approve the **Minutes of June 29, 2023 Special Called Meeting** as presented.

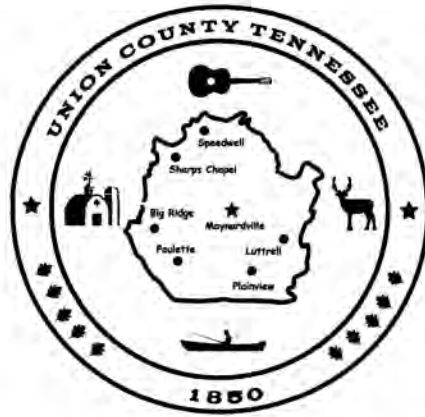
County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

9. **Approve Notaries**

A **Motion** was made by **Dawn Flatford** and **Seconded** by **Sidney Jessee, Jr.** to approve the following **Notaries:** Mattalyn Jandura and Angie D. Merritt.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

Mayor's Report



July, 2023

Union County Government Public Meetings August, 2023

<u>Date</u>	<u>Board/Committee</u>	<u>Location/Time</u>
15	Budget Committee	Large Courtroom/6:00pm
28	Planning Commission	Small Courtroom/6:00pm
28	County Commission	Large Courtroom/7:00pm

*Unless otherwise noted, all meetings are held at the Union County Courthouse.

Mayor's Report

July, 2023

Grants

Active: (Mayor's Office)

- Safe Routes to School (Luttrell Elementary/TDOT)
- Fresh Wagon (American Cancer Society) - Partnership with the UC Farmer's Market to provide free food to Union County residents.
- Local Government Grant (State of TN-DAG FY22) - \$341,394
- American Rescue Plan Act (Federal Government) - \$3.8 Million
- ARPA TDEC- Water and Sewer (Federal Government) - \$4.4 Million
- GIVE Grant (State of TN) - \$1,000,000
Purchase equipment for TCAT in Union County
- State of TN Appropriations Committee- \$9,000,000
Funding from the State of TN for a TCAT/Walters State campus near Union County High School
- Appalachian Regional Commission (ARC-Federal Government)- \$80,000
Study for additional boat ramp, public swimming, public pier, and additional parking at Big Ridge State Park (Blue Mud)
- TN Commission on Aging and Disability- \$8,000
Upgrades and additional activities for UC Senior Center
- TN Risk Management (county insurance provider)- \$2,500
Sidewalk Repair at the Courthouse, No Local Match Required
- TN Dept of Health (Immunization Program)- \$274,500
No Local Match Required
- FARM Grant (TN Dept of Ag)- \$1,000,000
Completion of Heritage Park- Match Funded from Hotel/Motel Tax

Potential:

- CDBG Food Insecurity- \$500,000
Grant for Local Food Pantries and senior center, No Local Match Required
- **Tourism Enhancement Grant- \$100,000**
Complete "Music Wall of Fame" at Heritage Park
Local Match of \$10,000 from Hotel/Motel Tax

County Buildings / Property

- Paulette Building- Election Commission Request to Expand Parking
- Veterans Wall- Update/Maintenance
- Steiner Building- Use for Jail Food Pantry

Capital Project Bids Out or In Process (Completely Funded by Grants)

- Speedwell and Big Ridge Community Centers
(funds are allocated in ARPA, searching for property)

Other (attachments)

- FY24 Budget Acceptance Letter
- Commission Training
- Grant Status Report from ETDD
- Possible CDBG Projects to Consider
- Heritage Park Final Plan (FARM Grant)
- Big Ridge/Blue Mud Project Draft Plan (ARC Grant)

Questions or Concerns?

Attachments

July, 2023



JASON E. MUMFOWER
Comptroller

July 14, 2023

Honorable Jason Bailey, Mayor
and Honorable Board of Commissioners
Union County
901 Main Street, Suite 100
Maynardville, TN 37807-0278

Dear Mayor Bailey and Members of the Board:

This letter acknowledges receipt of a certified copy of the fiscal year 2024 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be sent to our office for formal acknowledgement after they are approved by the local governing body (submit to: jef@com.tn.gov).

This letter constitutes approval, by this office, for the County's fiscal year 2024 budget as adopted by the County Commission.

Budget Considerations

During our review of the budget we identified the following for your attention.

American Rescue Plan Spending

The governing body budgeted the use American Rescue Plan (ARP) funds. This budget approval is not an approval for the planned use of the ARP funds and the governing body, with the assistance of its attorney, should determine that the planned use complies with Federal regulations concerning the use of ARP funds. ARP funds spent contrary to Federal regulations must be returned.

Page 1 of 2

COMPTROLLER OF THE TREASURY | 425 Rep. John Lewis Way N. | Nashville, Tennessee 37243

Union County
Budget Approval Letter
July 14, 2023

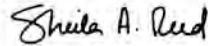
ARP funds are non-recurring and should only be used for one-time expenses. When purchasing capital items, ongoing maintenance and operating expenses should be analyzed to show future demand on recurring revenues.

Commendation

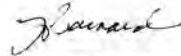
We commend the governing body for adopting this year's budget prior to the beginning of the budget year. Timely adoption will result in better management of public dollars in the coming year by immediately instituting appropriate budgetary controls. Adopting the budget in a timely manner allows your financial staff more time to close the official accounting records and have those records available for audit no later than two months after the close of your fiscal year as required by Tenn. Code Ann. § 9-2-102.

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Lori Barnard, at 615.747.5347 or Lori.Barnard@co.uta.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance



Lori Barnard, Financial Analyst
Division of Local Government Finance

cc: Ms. Melissa Brown, Finance Director, Union County

SR:lb

Jason Bailey

From: County Technical Assistance Service <ctas.support@tennessee.edu>
Sent: Saturday, July 1, 2023 10:00 AM
To: jason.bailey@unioncountyttn.gov
Subject: Reminder: Commissioner Training Requirements



County Technical Assistance Service
PROVIDING THE BEST SERVICE

Dear County Commissioner/Metro Councilmember,

We would like to remind you about the training requirements established in 2018. The State of Tennessee, in T.C.A. § 5-5-113 requires County Commissioners elected or appointed after April 12, 2018, to complete an orientation training and 7 hours of continuing education every year for 8 years.

Important things to know:

- Anyone can complete their past due hours before August 31, 2023, and be listed as complete on the Comptroller's website.
- If you need to know how many hours you have, please contact CTAS at ctas.support@tennessee.edu.

The annual continuing education requirement can be met in various ways, including attending educational sessions at TCSCA conferences and TCCA regional meetings, attending CTAS training classes, completing online training provided by CTAS, and attending other professional development approved by CTAS.

More information is available online at the [CTAS website](http://ctas.tennessee.edu).

CONTACT

(615) 532-3555 ctas.support@tennessee.edu <http://ctas.tennessee.edu>

Active Projects and Grants in Union County and Municipalities

July, 2023

Jurisdiction	Program	Project Description	Status	Notes	ETDD Contract
Union County	Transportation	SR 61 from North David Dr. to Tater Valley Rd.	Preliminary Engineering (PE Design) is underway	Realignment	Don Brown
	Transportation	SR 61 from north of Archer Rd. to south of Jim Town Rd. (Phase 2)	Preliminary Engineering (PE Design) is underway	Miscellaneous safety improvements	Don Brown
	Transportation	Various local roads	Contract for construction is scheduled to be let in the 2nd quarter of calendar year 2023	Miscellaneous safety improvements	Don Brown
	CDBG	Fire Truck	Reimbursement phase	Truck delivered. Reimbursement documentation being prepared.	Mitch Loomis
	ARC	Big Ridge State Park Master Plan	Pre-planning phase	Draft report being reviewed	Mitch Loomis
	ARP	Funding for various county needs as selected by County Commission	Ongoing		Tim Hendrick Mitch Loomis
	TDEC ARP	Water projects for three utilities	Procurement phase	Procurement documents being compiled	Tim Hendrick Mitch Loomis
	CDBG-CV Food Insecurity	Equipment for Office of Aging	Awaiting award decision from TN ECD		Tim Hendrick Mitch Loomis
Maynardville	Planning	Planning services ongoing		Meeting date changed to 2nd Monday of each month.	Jordan Rockwell
Plainview	Planning	Planning services ongoing			Jordan Rockwell

Community Development Block Grant (CDBG)

*Applications Open in October, 2023- Applications due February, 2024

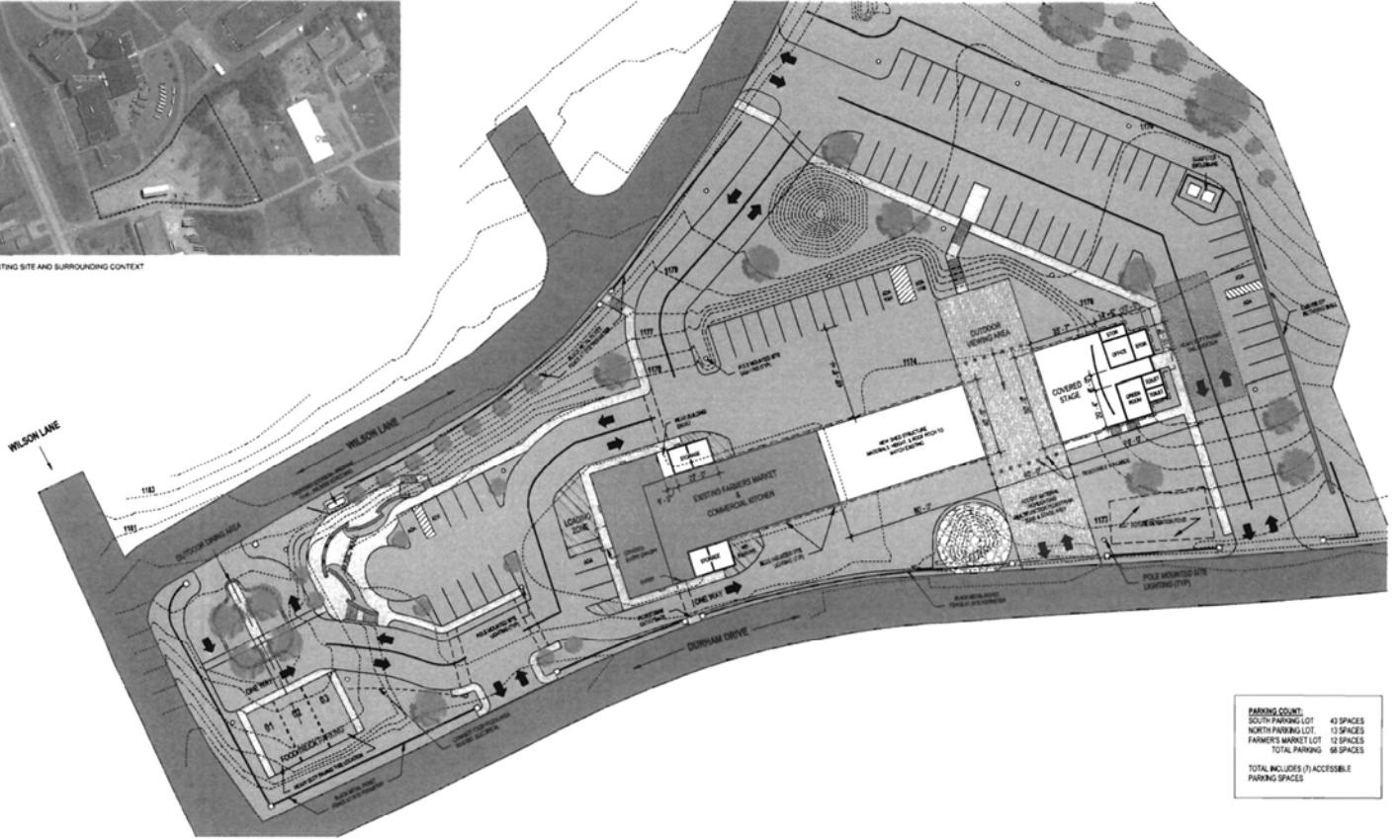
*Water Line Extension Projects are Discouraged due to ARPA-TDEC Funding

Possible Projects

- EMS Building (Sharps Chapel, Maynardville, or Both)
- New Ambulance (two year wait)
- Renovate Horace Maynard Middle School for a Community Center
- Rescue Boat for Sheriff's Dept, Local Fire Depts and Rescue Squad



EXISTING SITE AND SURROUNDING CONTEXT



PARKING COUNT:	
SOUTH PARKING LOT	43 SPACES
NORTH PARKING LOT	13 SPACES
FARMERS MARKET LOT	12 SPACES
TOTAL PARKING	68 SPACES
TOTAL INCLUDES (7) ACCESSIBLE PARKING SPACES	



1300 N. Broadway
Knoxville, TN 37917
Phone - 865-525-6945
Website - www.communitydc.org



Funding for this project is provided by the Union County Mayor's Office, the State of Tennessee, the Tennessee Arts Commission, the Community Design Center Board of Directors, and Friends of the ETCCDC.

Heritage Park

111 Durham Drive, Maynardville, TN, 37807
Date: April 24, 2023 ETCCDC Project #2168

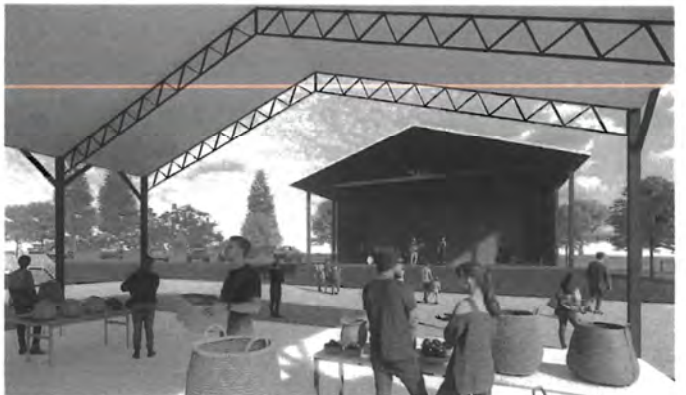
This project is in association with the Union County Mayor's Office. 865.992.3061

Professional Advisor: Owen Yarbrough, AIA & Randy Merritt
ETCCDC Coordinator: Dustin Durham
ETCCDC Staff: J. Perry Coates
ETCCDC Executive Director: L. Duane Grewe, FAIA
Conceptual Presentation Drawings
NOT FOR CONSTRUCTION

SITE PLAN
2 3



Aerial view of the site plan



View of the new stage from the expanded farmers market



Park plaza area between stage and market



View of the park looking toward Durham Drive



1300 N. Broadway
Knoxville, TN 37917
Phone - 865-525-6945
Website - www.communitydc.org



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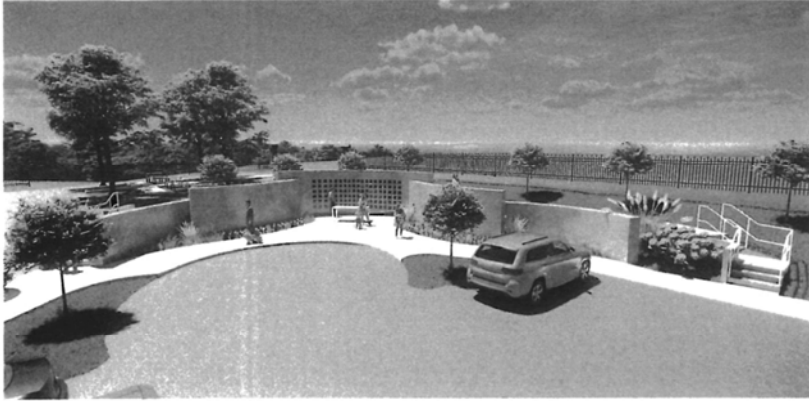
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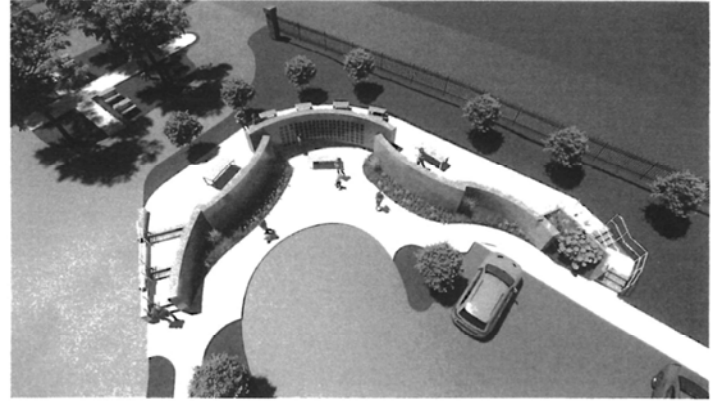
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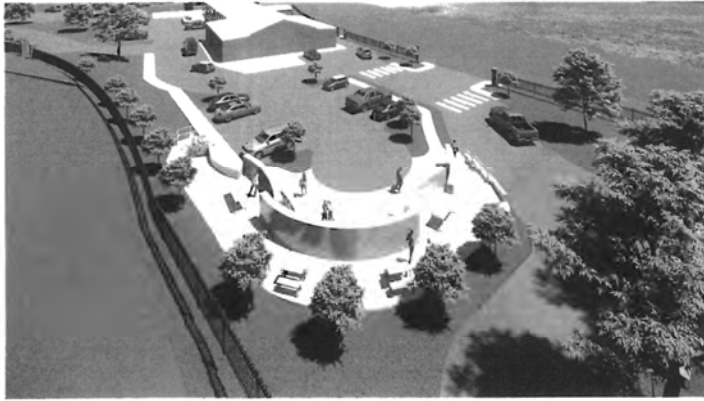
RENDERINGS
1 1



View of the music wall



Aerial View of the music wall



View of the back side of the music wall, looking toward the farmers market



View of the food truck dining area



EAST TENNESSEE COMMUNITY
DESIGN CENTER

1300 N. Broadway
Knoxville, TN 37917
Phone - 865-525-9945
Website - www.communitycdc.org



Funding for this project is provided by the Union
County Mayor's Office, the State of Tennessee, the
Tennessee Arts Commission, the Community Design
Center Board of Directors, and Friends of the
ETCDC.

Heritage Park

111 Durham Drive, Maynardville, TN, 37807
Date: April 24, 2023 ETCDC Project #2168

This project is in association with the Union County Mayor's Office. 865.992.3061

Professional Advisors: Grant Yarbrough, AIA & Randy Merritt
ETCDC Coordinator: Dustin Durham
ETCDC Staff: J. Phery Childress
ETCDC Executive Director: L. Duane Grewe, FAIA
Conceptual Presentation Drawing
NOT FOR CONSTRUCTION

RENDERINGS

1 2

Big Ridge State Park Master Plan- ARC Grant

Please find the attached preliminary master plan for Big Ridge State Park. This plan includes 95 RV spots, 200+ truck and boat trailer parking spaces and a 112' wide concrete boat ramp with concrete walkways for floating docks. Also included is the expansion of the existing boat parking area and addition of an ADA accessible kayak and small boat launch facility at the existing ramp site. We would like to request a meeting with all parties involved to discuss this plan and make sure that it meets your needs. Please let us know a time that is convenient for everyone to meet. We look forward to sharing this project with everyone. Please feel free to contact us with any questions you may have.

Thanks,

Sunny DeFOE, E.I.

7523 Taggart Lane 621 Wall Street
Knoxville, TN 37938 Sevierville, TN 37862
865.947.5996 x1008 865.429.4683
865.947.7556 Fax 865.947-7556 Fax
www.rgc-a.com
Charles.defoe@rgc-a.com

BIG RIDGE STATE PARK MASTER PLAN

UNION COUNTY, TENNESSEE



SHEET INDEX

1. OVERALL SITE LAYOUT
2. SITE LAYOUT ENTRANCE ROAD
3. SITE LAYOUT ENTRANCE ROAD
4. SITE LAYOUT RIV FRONT
5. SITE LAYOUT BOAT RAMP AND RIV POINT
6. GRADING PLAN ENTRANCE ROAD
7. GRADING PLAN ENTRANCE ROAD
8. GRADING PLAN RIV FRONT
9. GRADING PLAN BOAT RAMP AND RIV POINT
10. GRADING PLAN AND DOCK LAYOUT EXISTING BOAT RAMP EXPANSION
11. ROAD PROFILE ENTRANCE ROAD STA. 0+00.00 TO 14+00.00
12. ROAD PROFILE ENTRANCE ROAD STA. 14+00.00 TO 28+00.00
13. ROAD PROFILE ENTRANCE ROAD STA. 28+00.00 TO 33+84.12
14. ROAD PROFILE RIV LOOP STA. 0+00.00 TO 14+00.00
15. ROAD PROFILE RIV LOOP STA. 14+00.00 TO 20+72.28
16. ROAD PROFILE RIV POINT STA. 0+00.00 TO 10+00.00
17. ROAD DETAILS
18. EROSION CONTROL DETAILS
19. DOCK DETAIL & HYBRID KAYAK LAUNCH FISHING DOCK



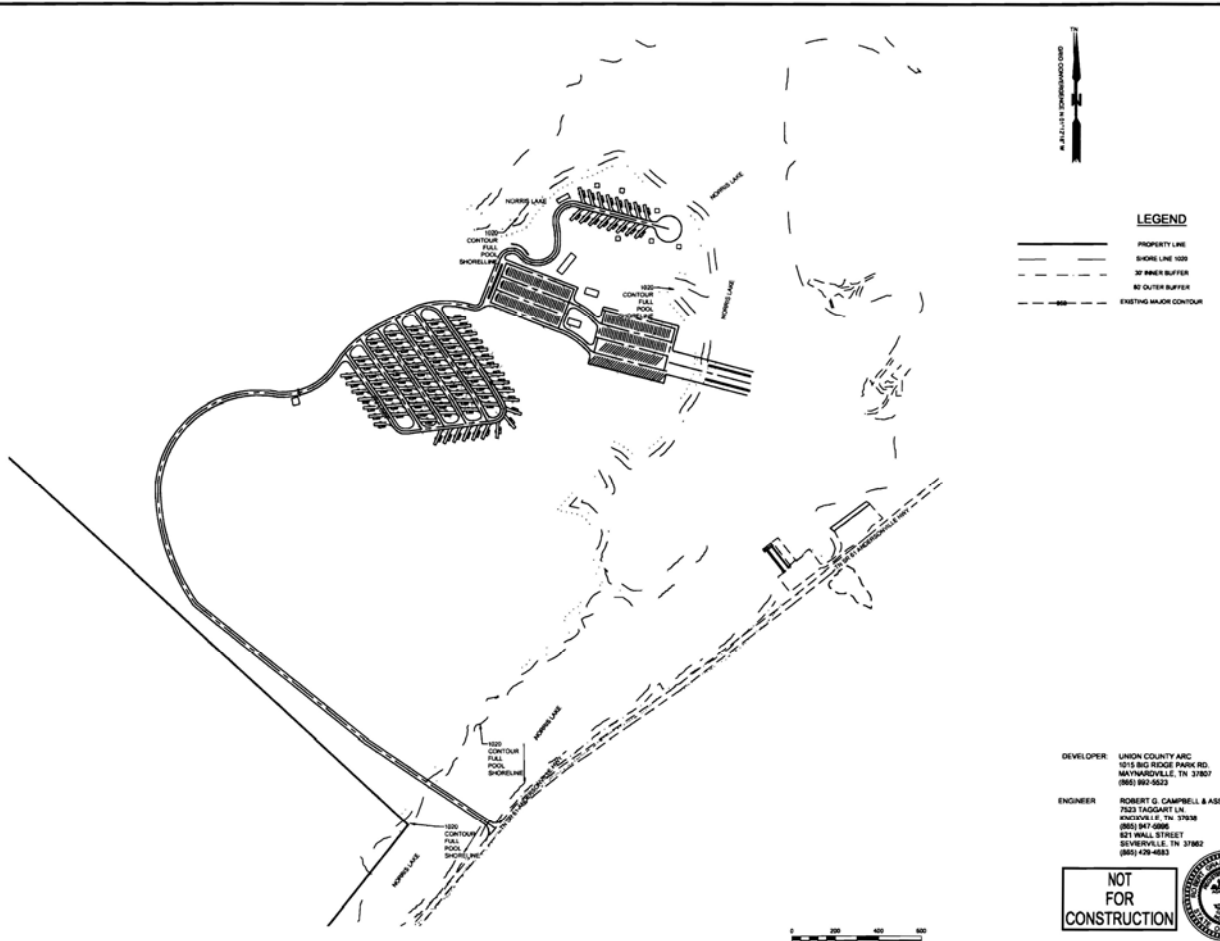
ROBERT G. CAMPBELL & ASSOCIATES, L.P.
CONSULTING ENGINEERS
KNOXVILLE, TENNESSEE

DEVELOPER: UNION COUNTY ARC
1515 BIG RIDGE PARK RD.
MAYNARDVILLE, TN 37807
(865) 992-5523

ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
7323 TAGGART LN.
KNOXVILLE, TN 37938
(865) 947-9998
821 WALL STREET
SEVERVILLE, TN 37862
(865) 428-4883



3/20/2022
JOB NO. 2131



LEGEND

- PROPERTY LINE
- - - SHORE LINE 100'
- - - 30' BUFFER
- - - 30' OUTER BUFFER
- - - EXISTING MAJOR CONTOUR

DEVELOPER: UNION COUNTY ARC
1515 BIG RIDGE PARK RD.
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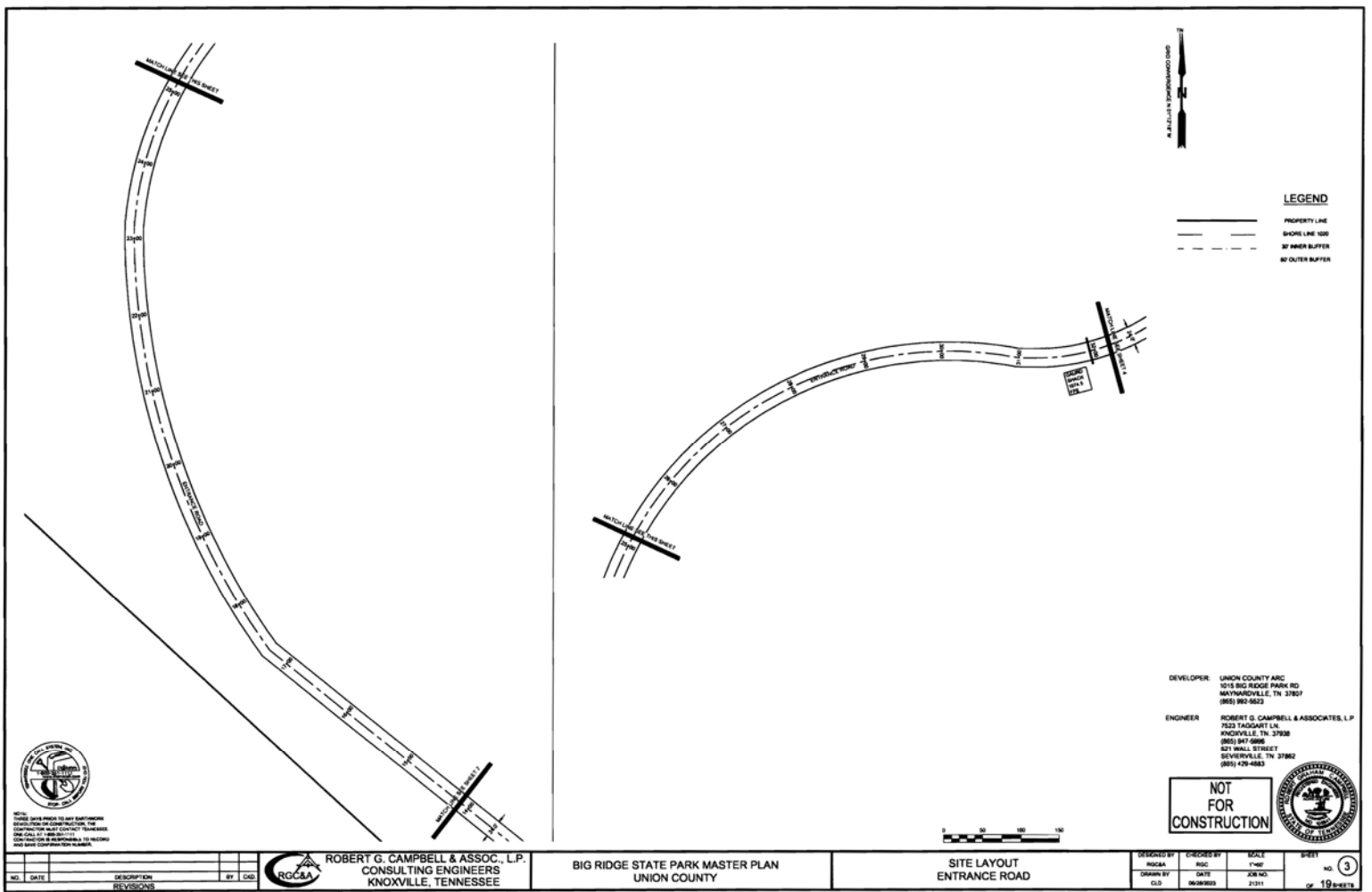
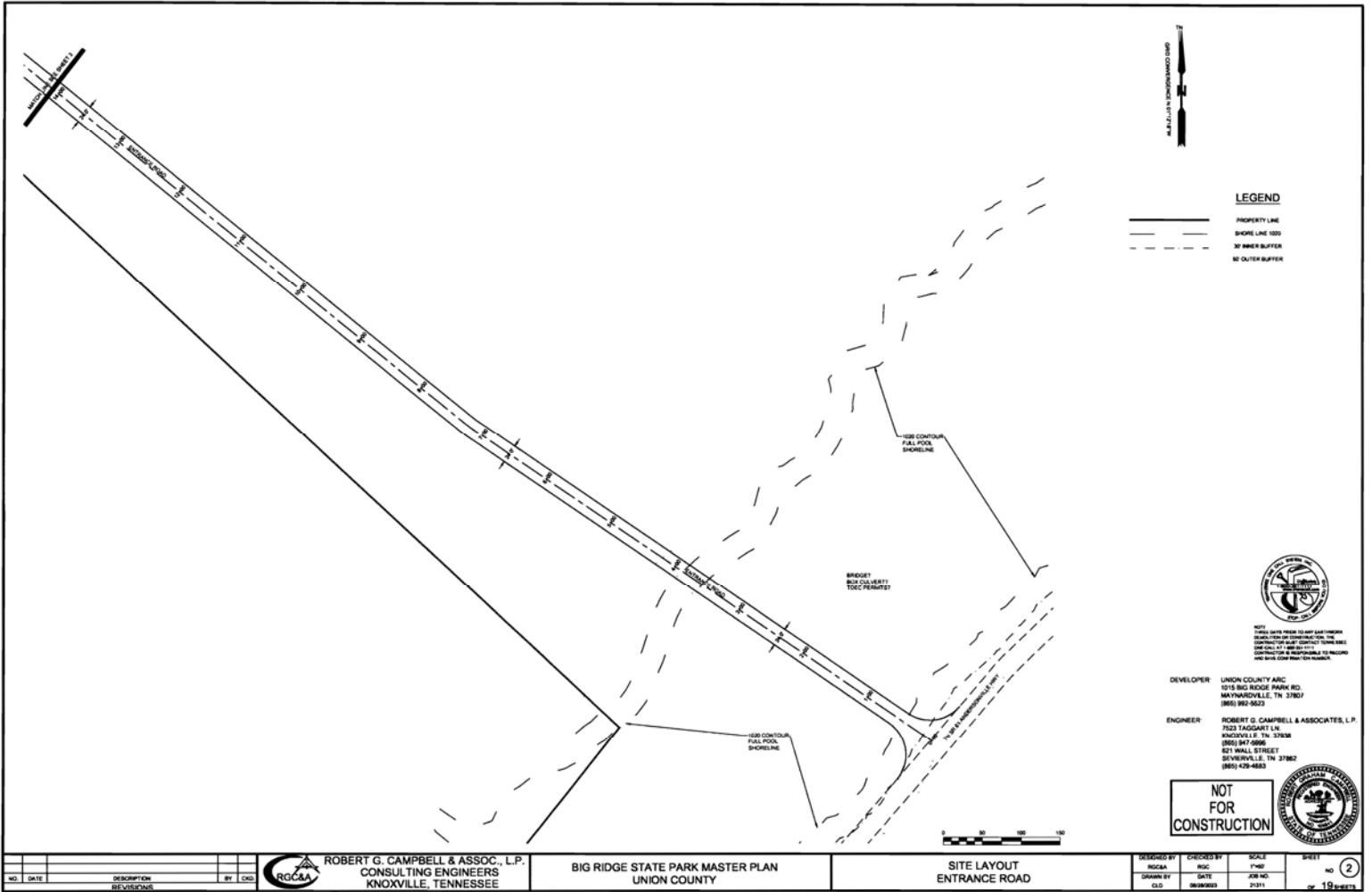
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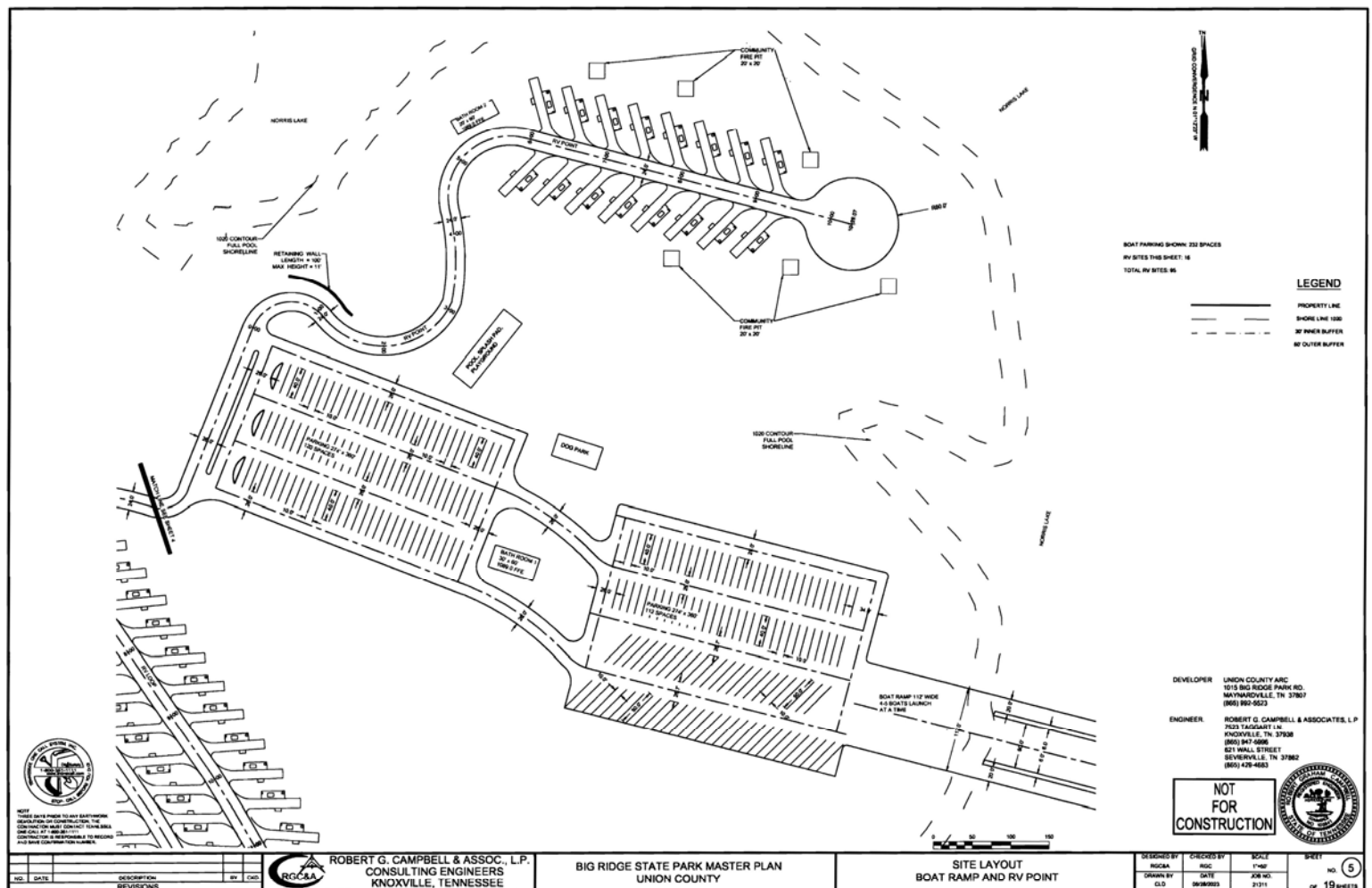
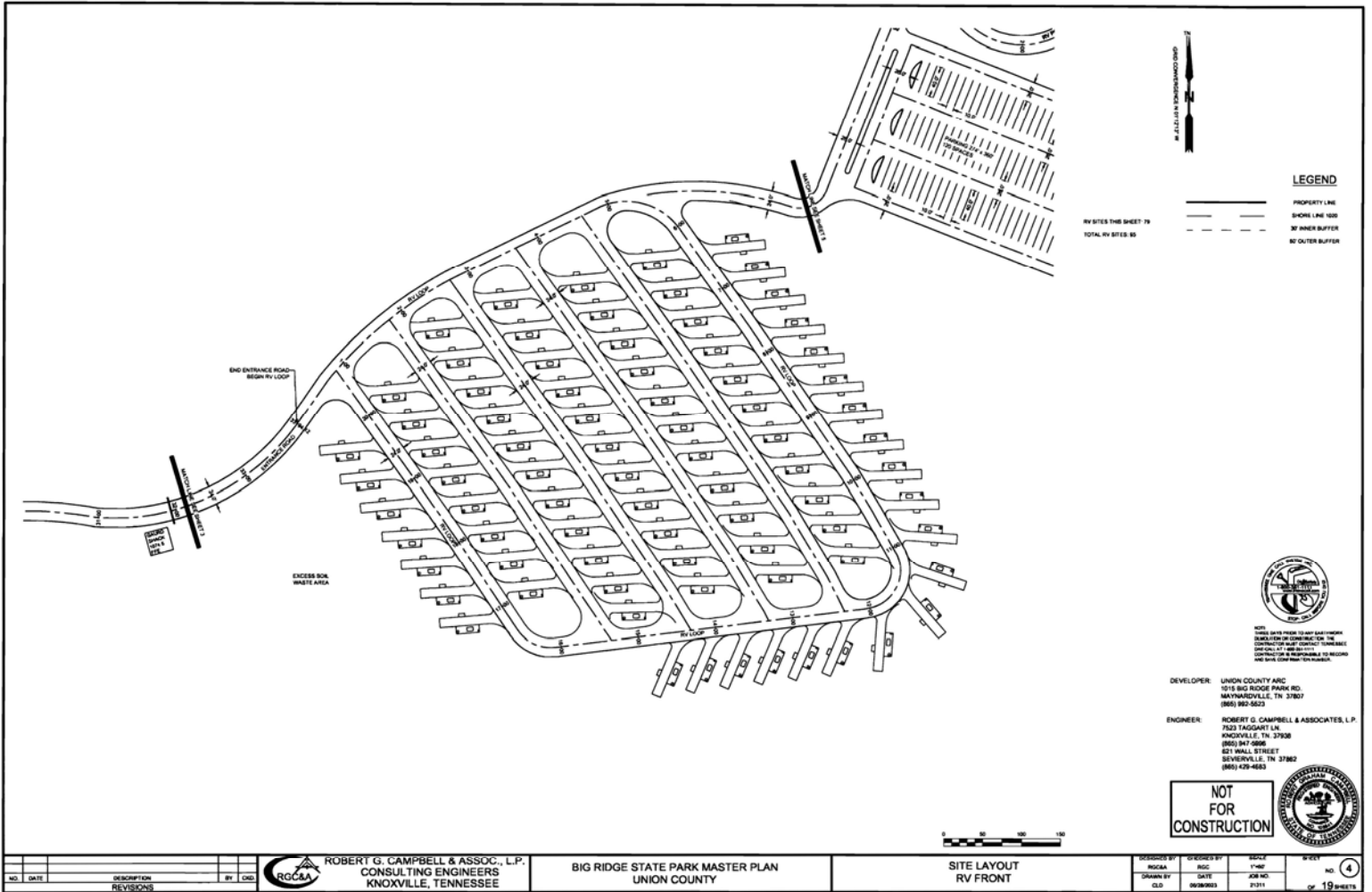
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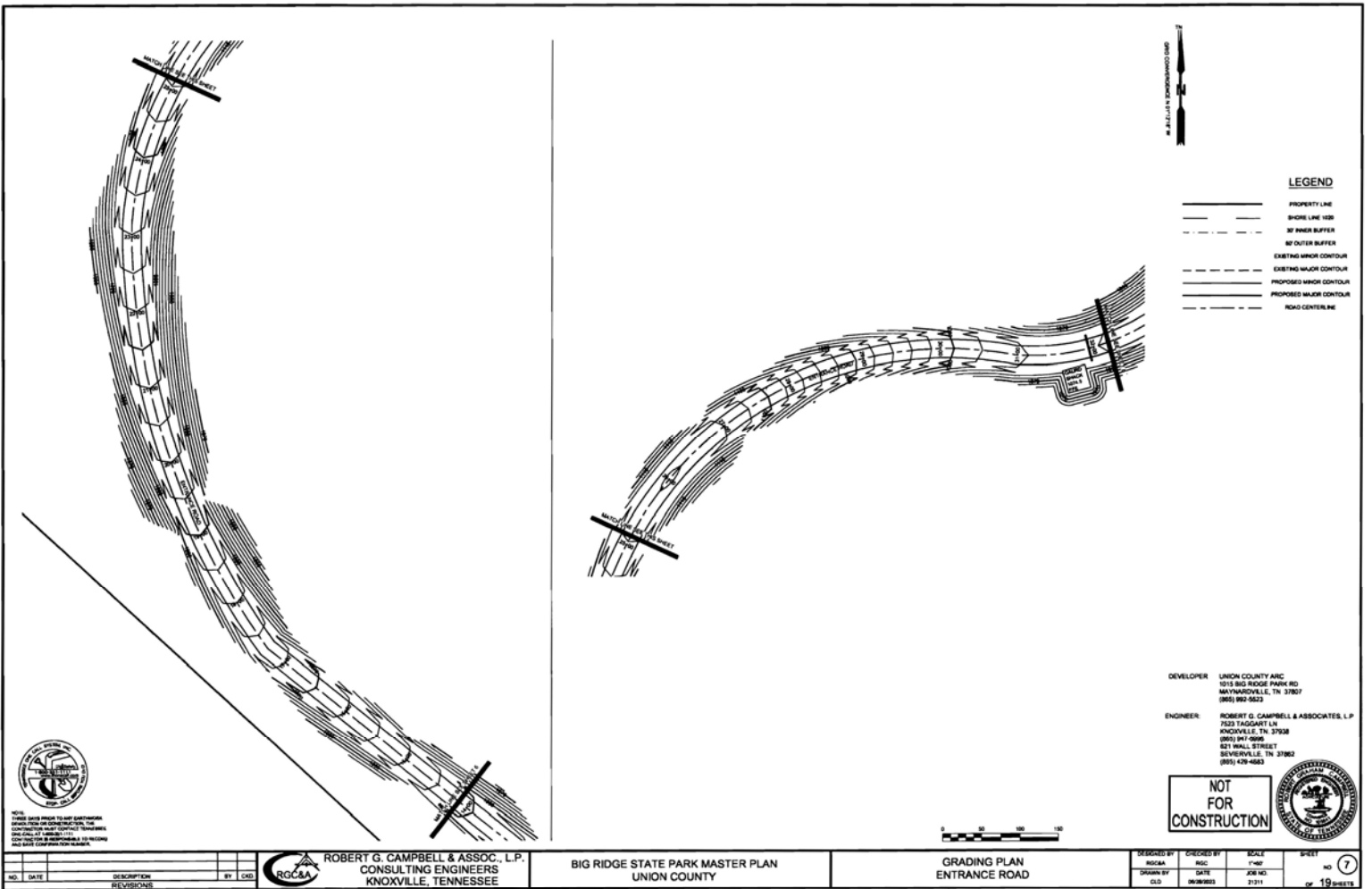
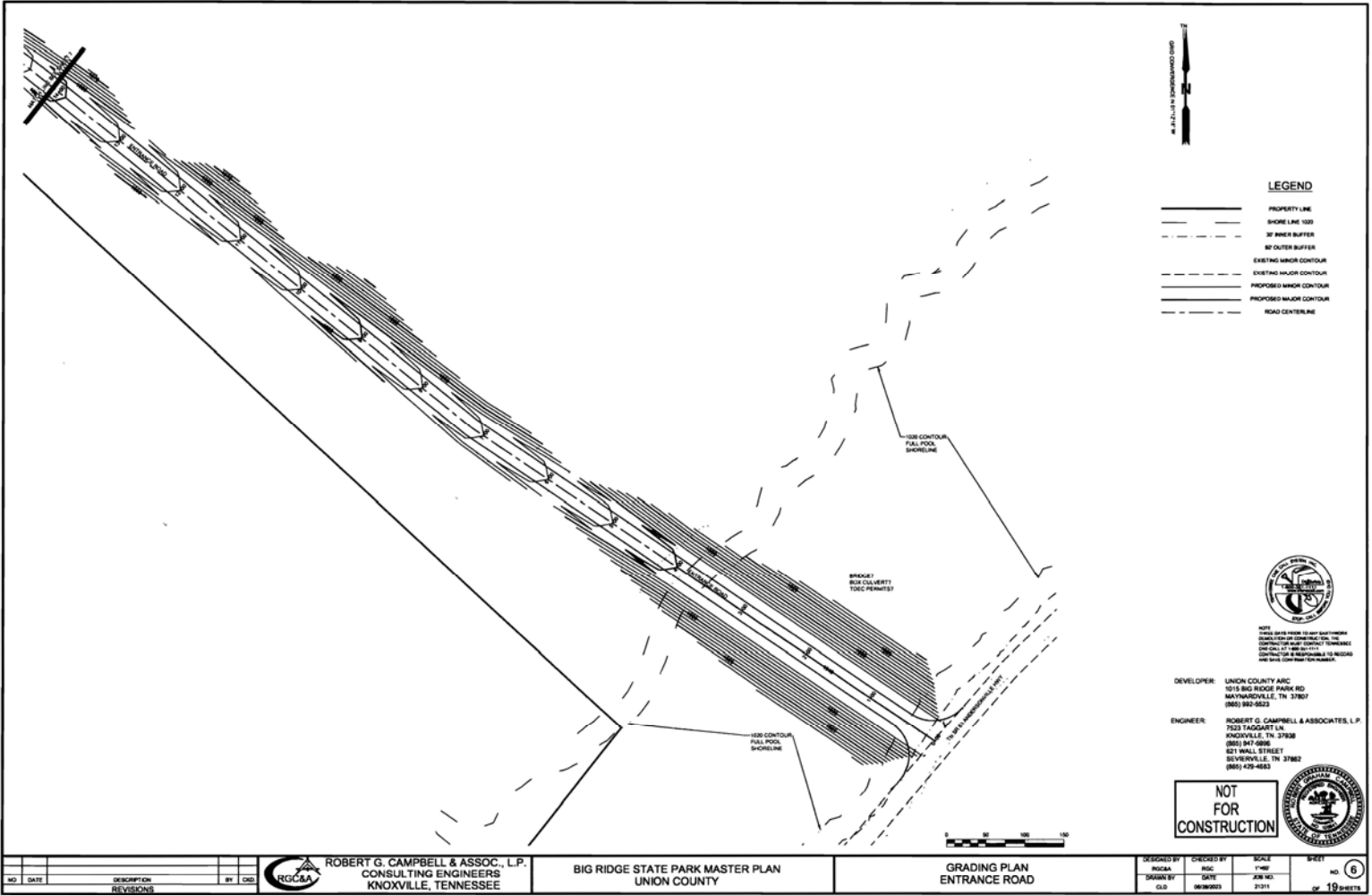


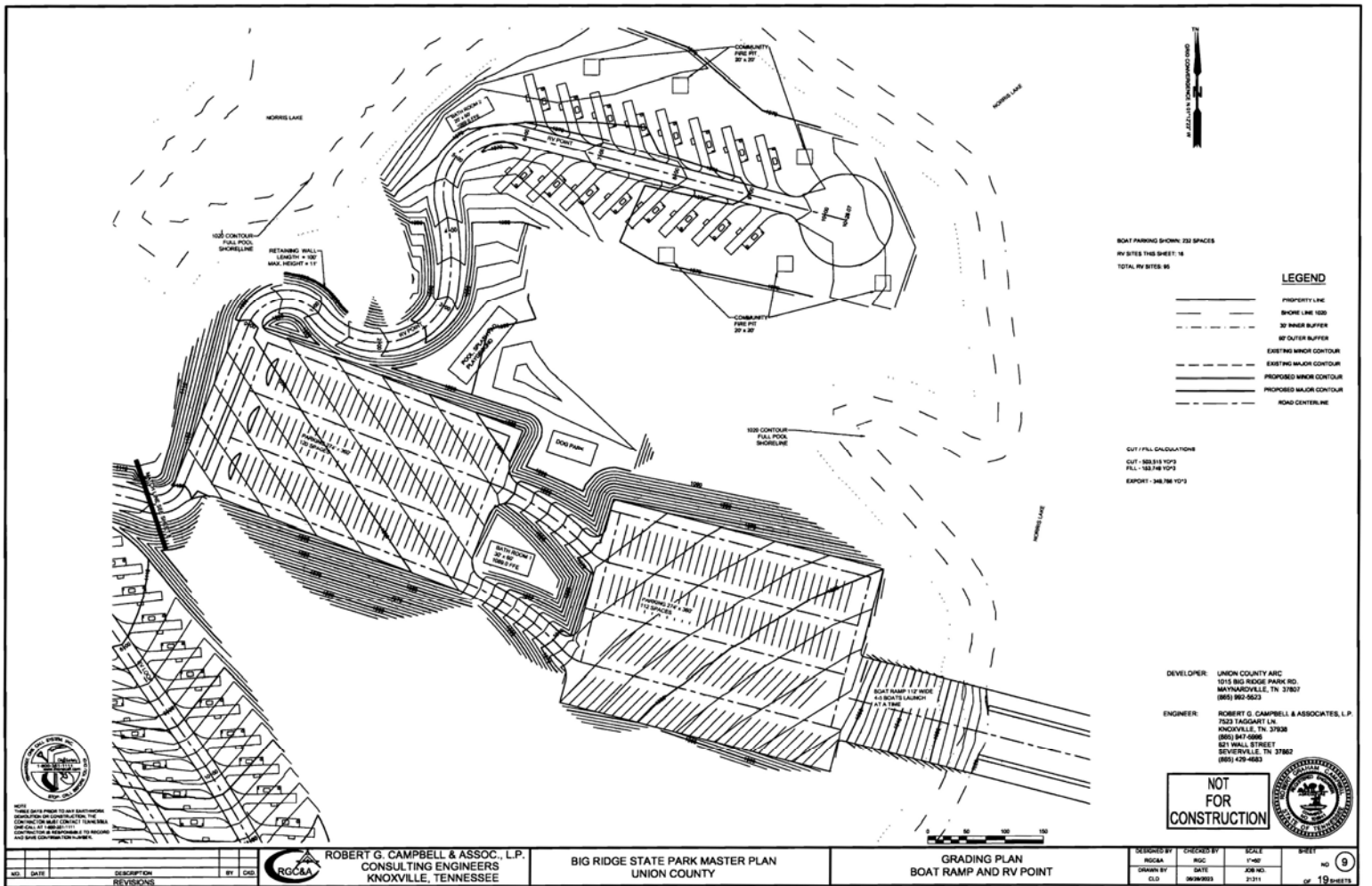
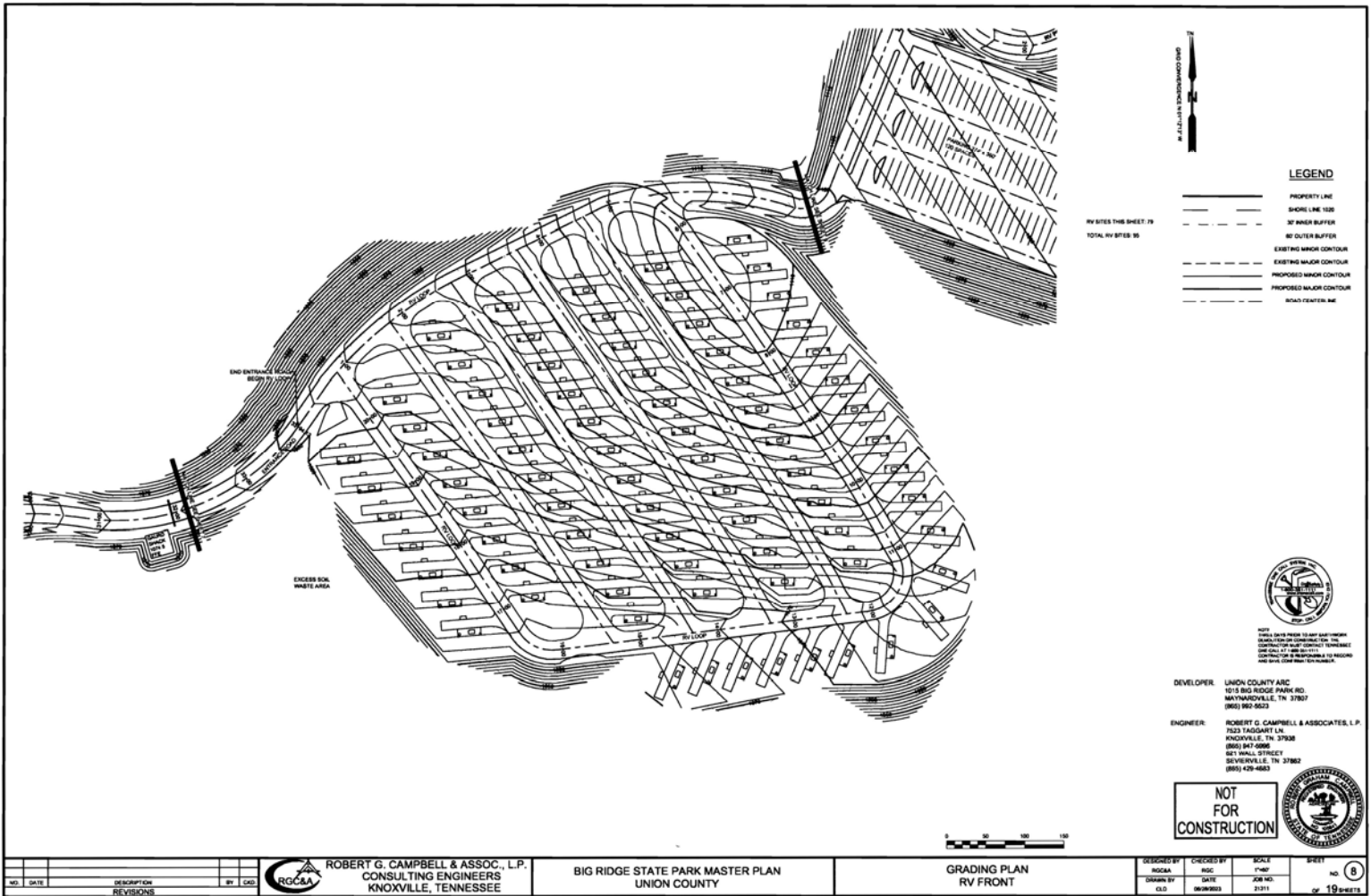
NOTE: DATE PROVIDED FOR ANY AND ALL WORK SHALL BE THE DATE OF CONSTRUCTION. THE CONSULTING ENGINEER SHALL BE RESPONSIBLE TO RECORD AND PRINT CONSTRUCTION NUMBERS.

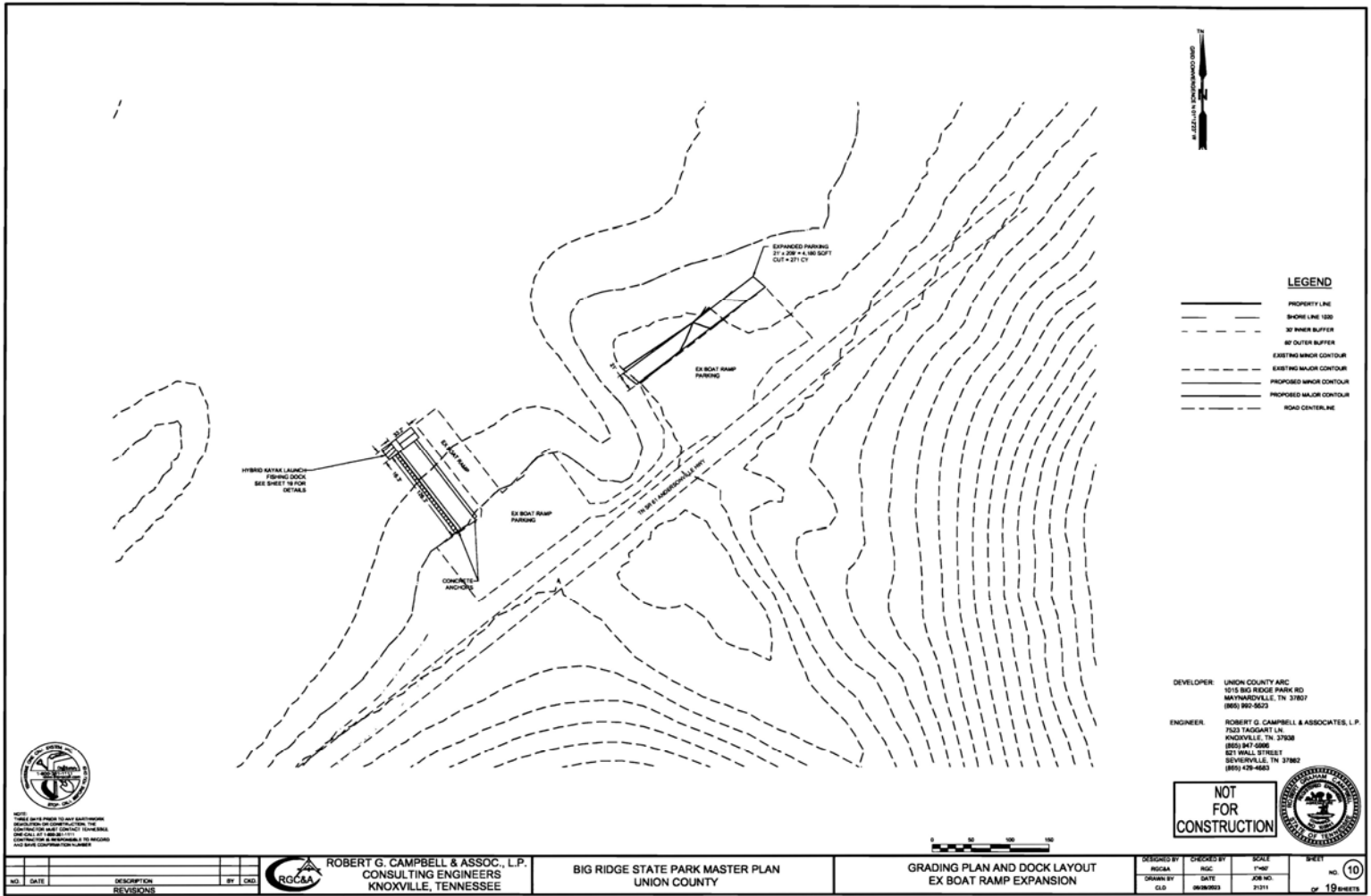
ROBERT G. CAMPBELL & ASSOC., L.P. CONSULTING ENGINEERS KNOXVILLE, TENNESSEE		BIG RIDGE STATE PARK MASTER PLAN UNION COUNTY	OVERALL SITE LAYOUT	DESIGNED BY: RGC CHECKED BY: RGC DATE: 06/20/22 JOB NO: 21313	SCALE: 1"=80' SHEET NO: 1 OF 19 SHEETS
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LEGEND

—	PROPERTY LINE
—	SHORE LINE 100'
—	30' BUFFER
—	50' OUTER BUFFER
- - -	EXISTING MINOR CONTOUR
- - -	EXISTING MAJOR CONTOUR
- - -	PROPOSED MINOR CONTOUR
- - -	PROPOSED MAJOR CONTOUR
- - -	ROAD CENTERLINE

DEVELOPER: UNION COUNTY ARC
1015 BIG RIDGE PARK RD
MAYNARDVILLE, TN 37807
(865) 892-5823

ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
7523 TAGGART LN
KNOXVILLE, TN 37928
(865) 847-0286
821 WALL STREET
SEVENVILLE, TN 37882
(865) 429-4823



NOT FOR CONSTRUCTION

DESIGNED BY	CREATED BY	SCALE	SHEET
RICCA	RIC	1" = 40' H + 8' V	NO. 10
DRAWN BY	DATE	JOB NO.	OF 19 SHEETS
CLD	06/06/2023	21311	

NO.	DATE	DESCRIPTION	BY	CHKD.

ROBERT G. CAMPBELL & ASSOC., L.P.
CONSULTING ENGINEERS
KNOXVILLE, TENNESSEE

BIG RIDGE STATE PARK MASTER PLAN
UNION COUNTY

GRADING PLAN AND DOCK LAYOUT
EX BOAT RAMP EXPANSION



DEVELOPER: UNION COUNTY ARC
1015 BIG RIDGE PARK RD
MAYNARDVILLE, TN 37807
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ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
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NOT FOR CONSTRUCTION

DESIGNED BY	CREATED BY	SCALE	SHEET
RICCA	RIC	1" = 40' H + 8' V	NO. 11
DRAWN BY	DATE	JOB NO.	OF 19 SHEETS
CLD	06/06/2023	21311	

NO.	DATE	DESCRIPTION	BY	CHKD.

ROBERT G. CAMPBELL & ASSOC., L.P.
CONSULTING ENGINEERS
KNOXVILLE, TENNESSEE

BIG RIDGE STATE PARK MASTER PLAN
UNION COUNTY

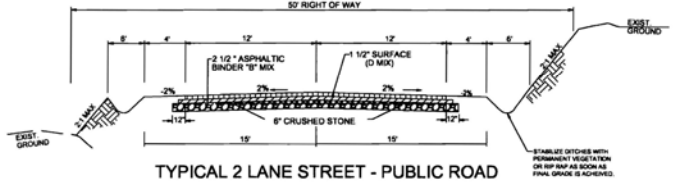
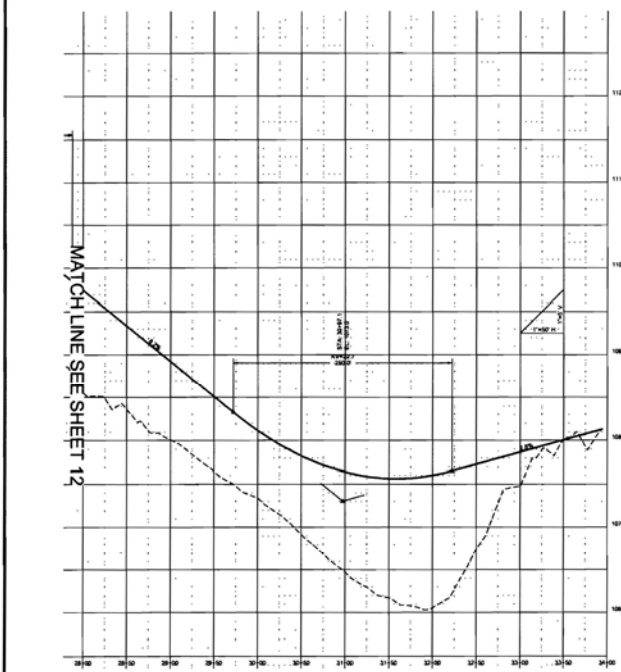
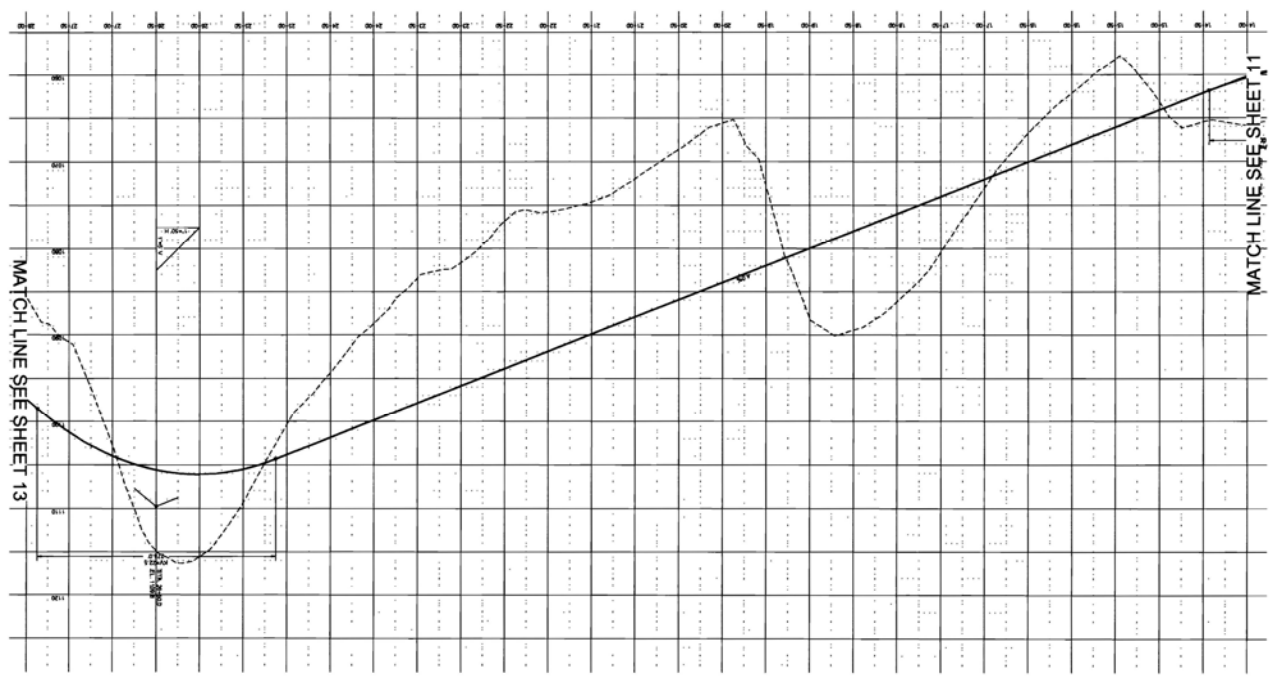
ROAD PROFILE
ENTRANCE ROAD
STA. 0+00.00 TO 14+00.00

NO. DATE	DESCRIPTION	BY	CHKD.

NOT FOR CONSTRUCTION

ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
 7323 TAGGART LN.
 KNOXVILLE, TN 37928
 (865) 847-6906
 621 WALL STREET
 SILVERVILLE, TN 37862
 (865) 479-4883

DEVELOPER: UNION COUNTY ANC
 1015 BIG RIDGE PARK RD.
 MAYNARDVILLE, TN 37807
 (865) 862-5623



- NOTE:**
- BORROW MATERIALS TO BE USED FOR FILL SHALL BE TESTED FOR MAXIMUM DRY DENSITY AND OPTIMUM MOISTURE CONTENT (STANDARD PROCTOR ASTM D998) PRIOR TO PLACEMENT OF FILL.
 - FILL SOILS SHALL BE COMPACTED IN LAYERS 8 INCHES OR LESS IN THICKNESS TO A MINIMUM OF 98 PERCENT STANDARD PROCTOR MAXIMUM DRY DENSITY AND WITHIN PLUS OR MINUS 3 PERCENT OPTIMUM MOISTURE CONTENT. NO LESS THAN SIX (6) DENSITY TESTS SHALL BE PERFORMED IN EVERY 1000 SQUARE FEET OF AREA PER 8 INCH LIFT. (APPROX. 1 TEST PER EVERY 50 SQ. FT.)
 - 1/2" MIX REQUIRED ON FINAL SURFACE WHERE GRADE IS 10% OR GREATER.
 - CURBS MAY BE ADDED ON STEEP SLOPES TO CONTROL STORMWATER RUNOFF.

DEVELOPER: UNION COUNTY ANC
 1015 BIG RIDGE PARK RD.
 MAYNARDVILLE, TN 37807
 (865) 862-5623

ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
 7323 TAGGART LN.
 KNOXVILLE, TN 37928
 (865) 847-6906
 621 WALL STREET
 SILVERVILLE, TN 37862
 (865) 479-4883

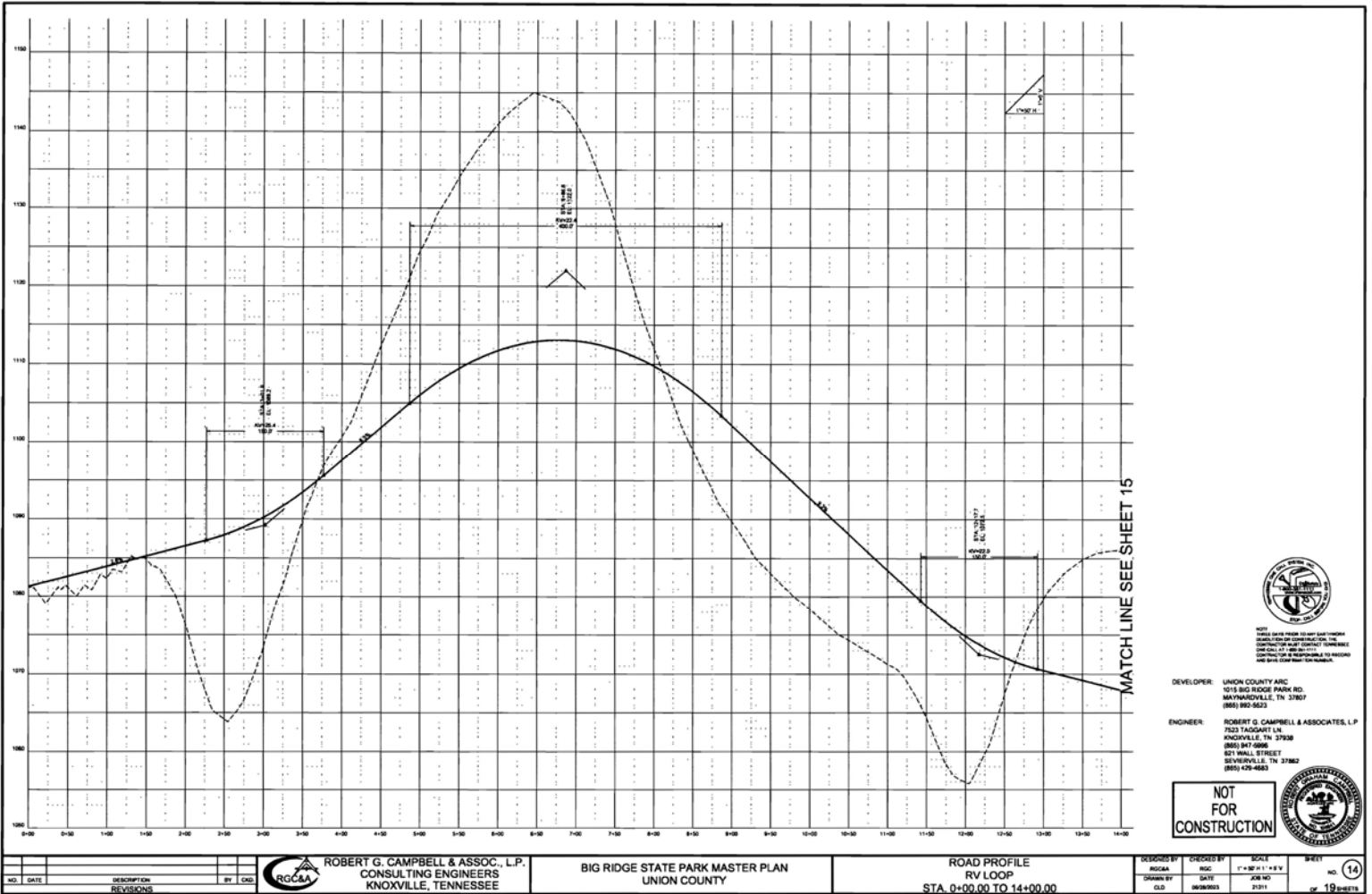
NOT FOR CONSTRUCTION

NO. DATE	DESCRIPTION	BY	CHKD.	DESIGNED BY	DRAWN BY	SCALE	SHEET NO.
				RGC&A		1" = 40' H x 1" = 5' V	13

ROBERT G. CAMPBELL & ASSOC., L.P.
 CONSULTING ENGINEERS
 KNOXVILLE, TENNESSEE

BIG RIDGE STATE PARK MASTER PLAN
 UNION COUNTY

ROAD PROFILE
 ENTRANCE ROAD
 STA. 28+00.00 TO 33+94.12

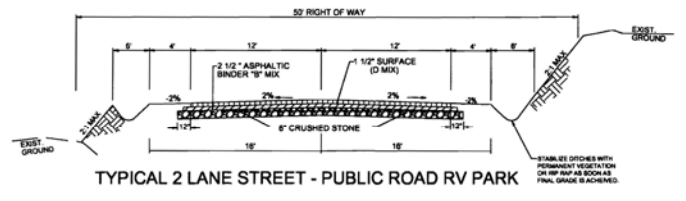
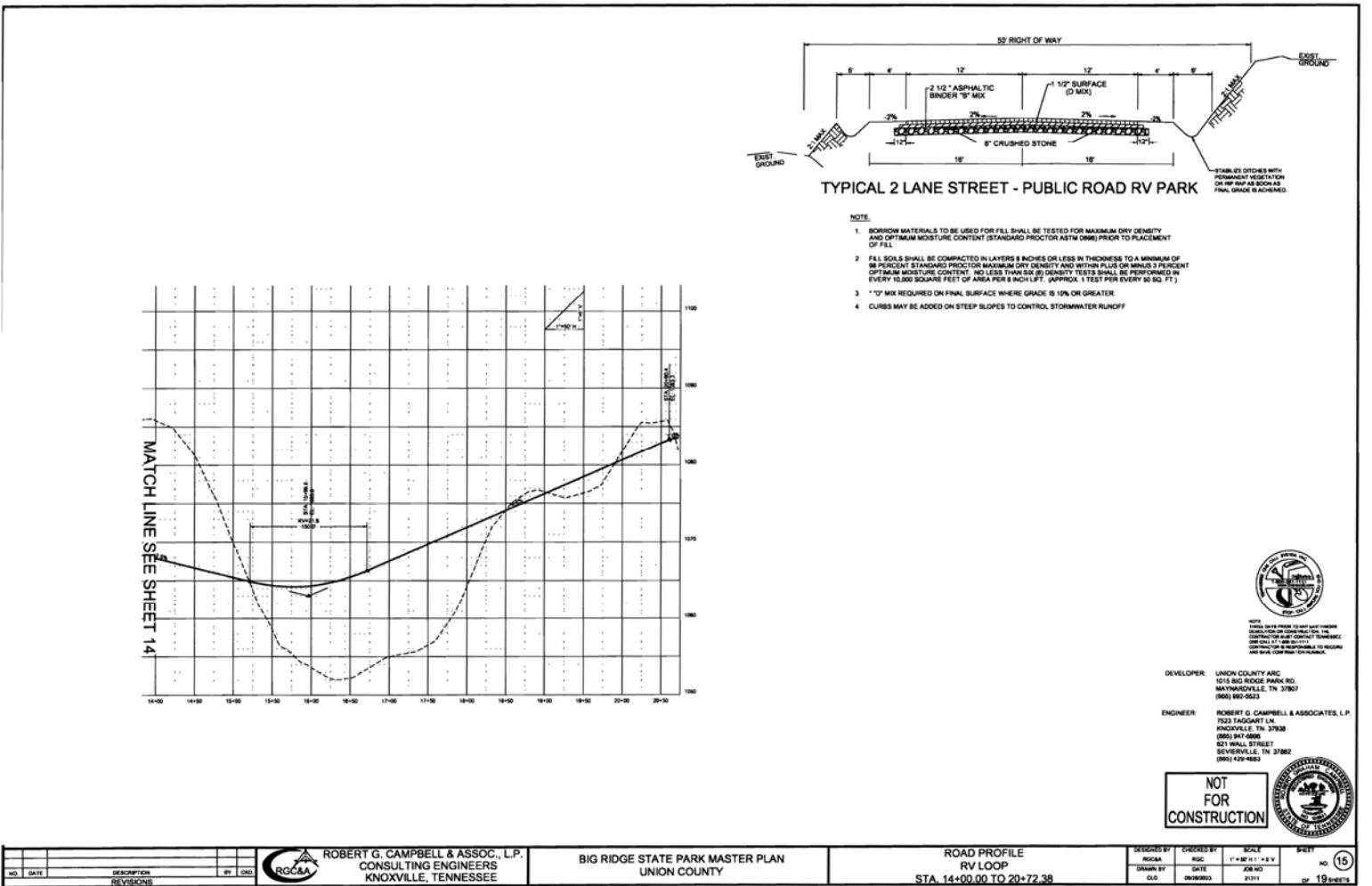


NOT FOR CONSTRUCTION

UNION COUNTY ARC
1015 BIG RIDGE PARK RD.
MAYNARDVILLE, TN 37807
(865) 892-5223

ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
7523 TAGGART LN.
KNOXVILLE, TN 37939
(865) 847-0996
821 WALL STREET
SEVENVILLE, TN 37882
(865) 429-4883

		ROBERT G. CAMPBELL & ASSOC., L.P. CONSULTING ENGINEERS KNOXVILLE, TENNESSEE	BIG RIDGE STATE PARK MASTER PLAN UNION COUNTY	ROAD PROFILE RV LOOP STA. 0+00.00 TO 14+00.00	DESIGNED BY: RGC&A CHECKED BY: RGC DATE: 06/06/03 JOB NO: 21011	SCALE: 1" = 40' H x 1" = 8' V SHEET NO: 14 OF 19 SHEETS
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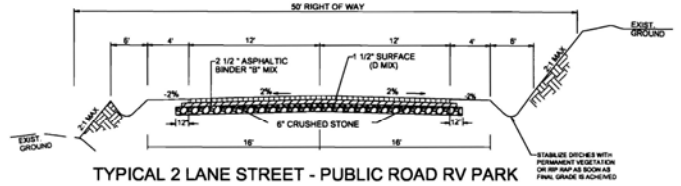


NOT FOR CONSTRUCTION

UNION COUNTY ARC
1015 BIG RIDGE PARK RD.
MAYNARDVILLE, TN 37807
(865) 892-5223

ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
7523 TAGGART LN.
KNOXVILLE, TN 37939
(865) 847-0996
821 WALL STREET
SEVENVILLE, TN 37882
(865) 429-4883

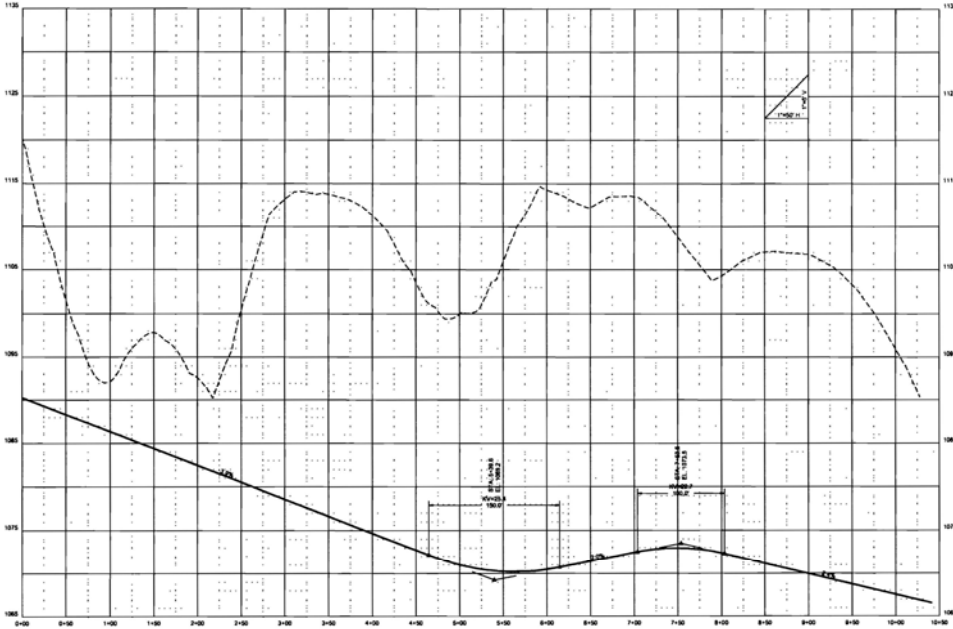
		ROBERT G. CAMPBELL & ASSOC., L.P. CONSULTING ENGINEERS KNOXVILLE, TENNESSEE	BIG RIDGE STATE PARK MASTER PLAN UNION COUNTY	ROAD PROFILE RV LOOP STA. 14+00.00 TO 20+72.38	DESIGNED BY: RGC&A CHECKED BY: RGC DATE: 06/06/03 JOB NO: 21011	SCALE: 1" = 40' H x 1" = 8' V SHEET NO: 15 OF 19 SHEETS
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TYPICAL 2 LANE STREET - PUBLIC ROAD RV PARK

NOTE

- BORROW MATERIALS TO BE USED FOR FILL SHALL BE TESTED FOR MAXIMUM DRY DENSITY AND OPTIMUM MOISTURE CONTENT (STANDARD PROCTOR ASTM D698) PRIOR TO PLACEMENT OF FILL.
- FILL SOILS SHALL BE COMPACTED IN LAYERS 8 INCHES OR LESS IN THICKNESS TO A MINIMUM OF 98 PERCENT STANDARD PROCTOR MAXIMUM DRY DENSITY AND WITHIN PLUS OR MINUS 3 PERCENT OPTIMUM MOISTURE CONTENT. NO LESS THAN SIX (6) DENSITY TESTS SHALL BE PERFORMED IN EVERY 10,000 SQUARE FEET OF AREA PER 8 INCH LIFT. (APPROX. 1 TEST PER EVERY 50 SQ. FT.)
- * 10" MIX REQUIRED ON FINAL SURFACE WHERE GRADE IS 10% OR GREATER.
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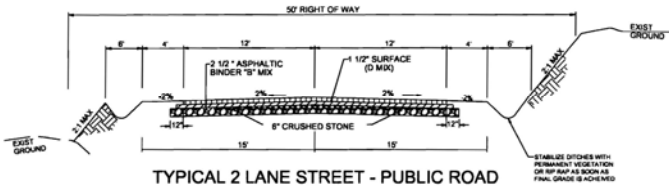
DEVELOPER: UNION COUNTY ARC
1016 BIG RIDGE PARK RD.
MAYNARDVILLE, TN 37807
(865) 962-5623

ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
3223 TAGGART LN.
KNOXVILLE, TN 37938
(865) 947-6586
821 WALL STREET
SEVIERVILLE, TN 37862
(865) 429-6883

NOT FOR CONSTRUCTION



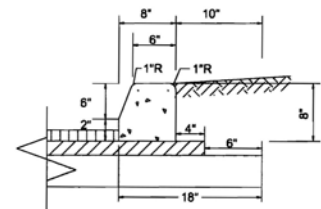
NO. DATE DESCRIPTION BY CMO		ROBERT G. CAMPBELL & ASSOC., L.P. CONSULTING ENGINEERS KNOXVILLE, TENNESSEE	BIG RIDGE STATE PARK MASTER PLAN UNION COUNTY	ROAD PROFILE RV POINT STA. 0+00.00 TO 10+28.07	DESIGNED BY: RGC&A DRAWN BY: CLO	CHECKED BY: RGC DATE: 08/20/2011	SCALE: 1" = 40' H x 8' V JOB NO: 2011	SHEET NO. 16 OF 19 SHEETS
REVISIONS								



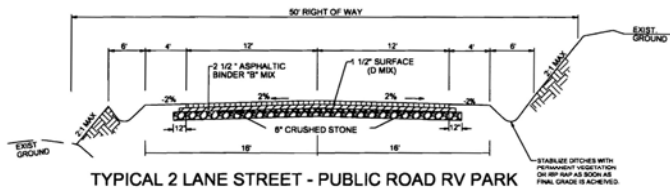
TYPICAL 2 LANE STREET - PUBLIC ROAD

NOTE

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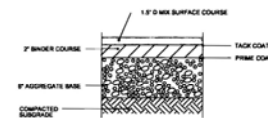
6" EXTRUDED CURB



TYPICAL 2 LANE STREET - PUBLIC ROAD RV PARK

NOTE

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ASPHALT PAVING SECTION

DEVELOPER: UNION COUNTY ARC
1016 BIG RIDGE PARK RD.
MAYNARDVILLE, TN 37807
(865) 962-5623

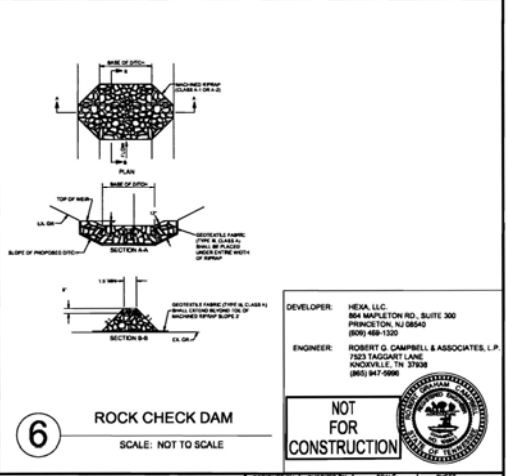
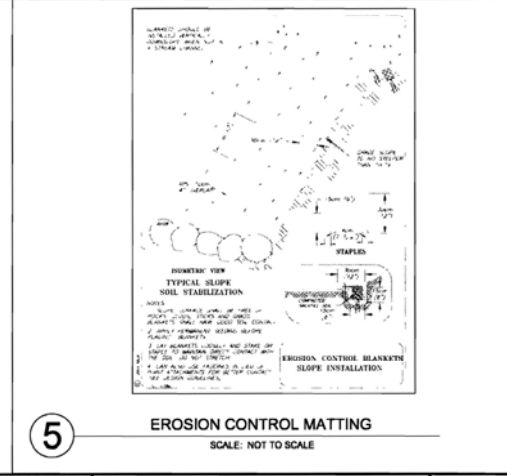
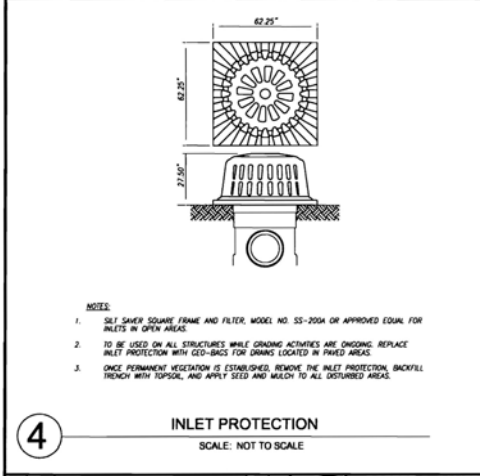
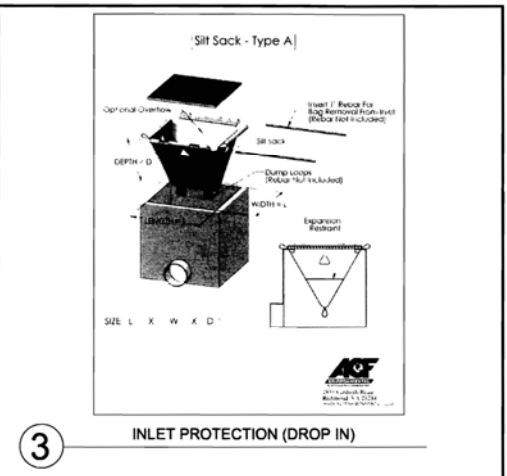
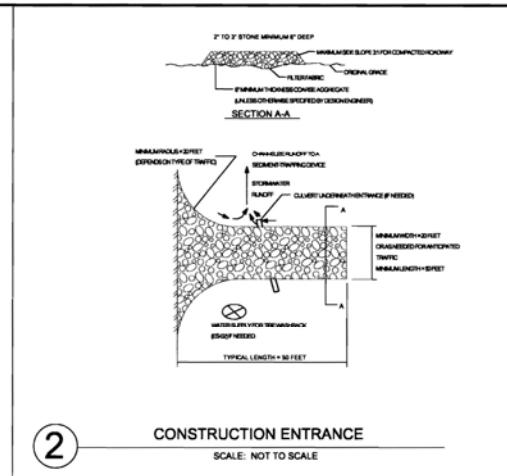
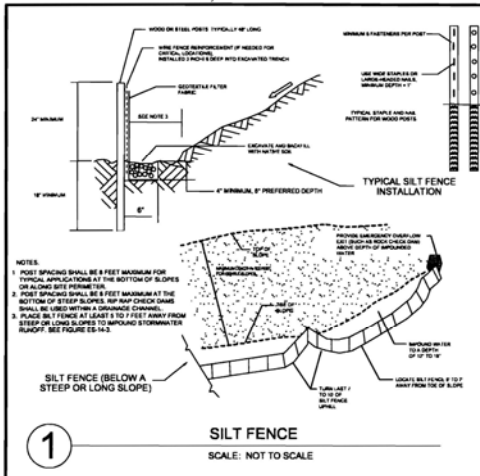
ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
3223 TAGGART LN.
KNOXVILLE, TN 37938
(865) 947-6586
821 WALL STREET
SEVIERVILLE, TN 37862
(865) 429-6883



NOT FOR CONSTRUCTION



NO. DATE DESCRIPTION BY CMO		ROBERT G. CAMPBELL & ASSOC., L.P. CONSULTING ENGINEERS KNOXVILLE, TENNESSEE	BIG RIDGE STATE PARK MASTER PLAN UNION COUNTY	ROAD DETAILS	DESIGNED BY: RGC&A DRAWN BY: CLO	CHECKED BY: RGC DATE: 08/20/2011	SCALE: 1" = 40' H x 8' V JOB NO: 2011	SHEET NO. 17 OF 19 SHEETS
REVISIONS								

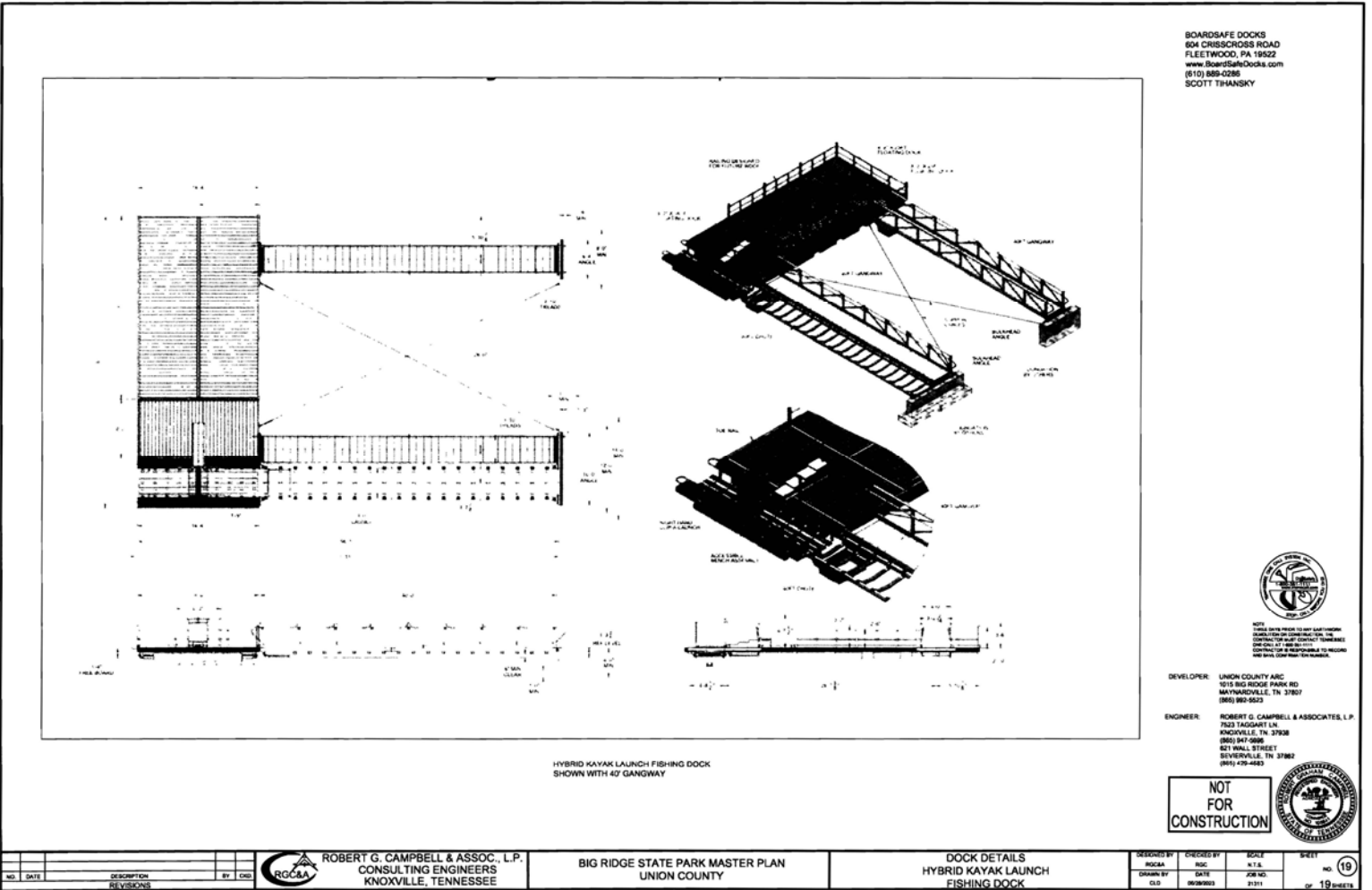


DEVELOPER: HEBA, LLC
888 MAPLETON RD., SUITE 300
PRINCETON, NJ 08540
(609) 499-1500

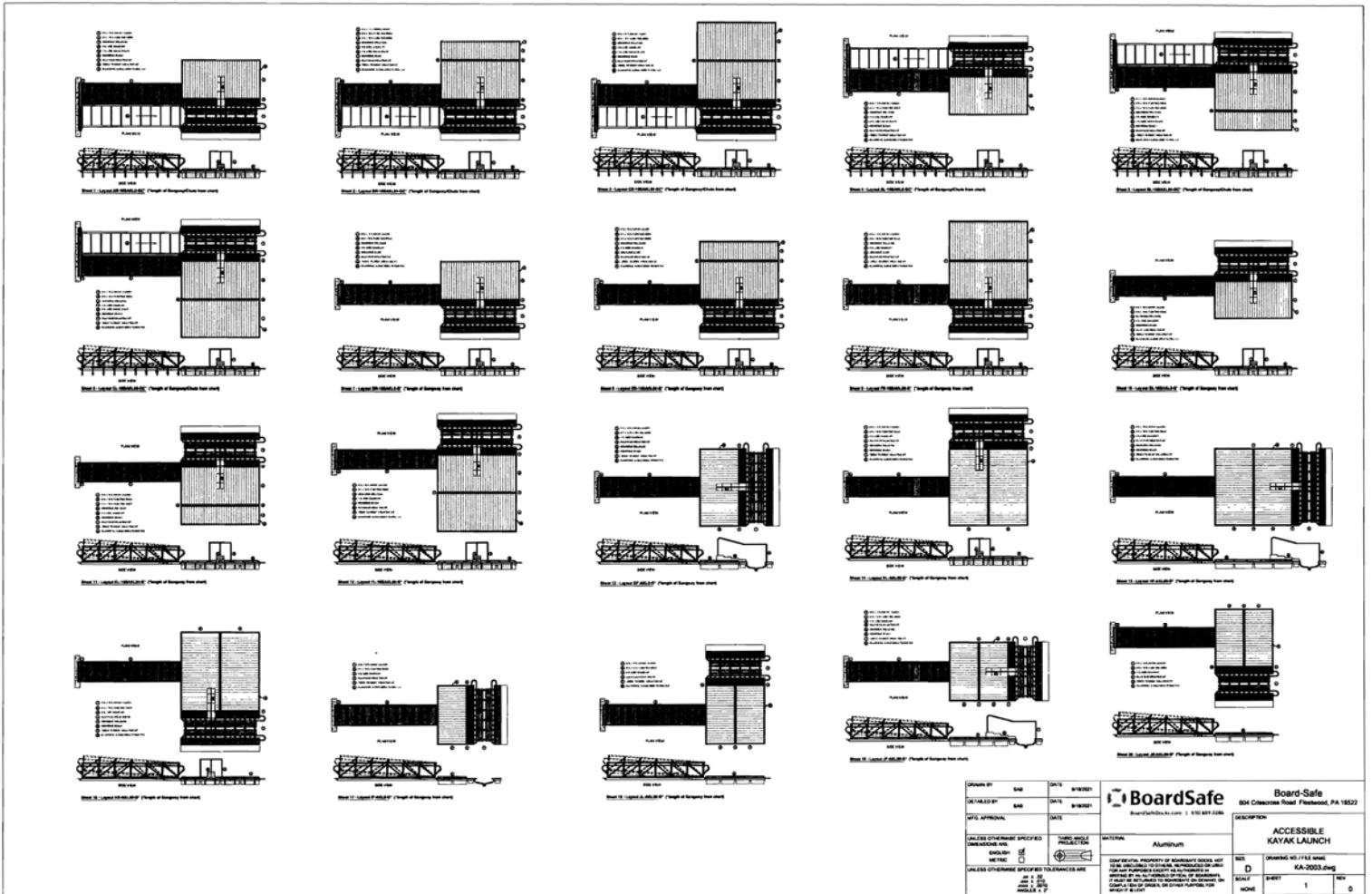
ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES, L.P.
7523 TAGGART LANE
KNOXVILLE, TN 37928
(865) 947-6966

NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY	CHKD	ROG&A	ROBERT G. CAMPBELL & ASSOC., L.P. CONSULTING ENGINEERS KNOXVILLE, TENNESSEE	BIG RIDGE STATE PARK MASTER PLAN UNION COUNTY	EROSION CONTROL DETAILS	DESIGNED BY ROG&A	CHECKED BY RGC	SCALE N.T.S.	SHEET NO. 18	OF 19 SHEETS
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NO.	DATE	DESCRIPTION	BY	CHKD	ROG&A	ROBERT G. CAMPBELL & ASSOC., L.P. CONSULTING ENGINEERS KNOXVILLE, TENNESSEE	BIG RIDGE STATE PARK MASTER PLAN UNION COUNTY	DOCK DETAILS HYBRID KAYAK LAUNCH FISHING DOCK	DESIGNED BY ROG&A	CHECKED BY RGC	SCALE N.T.S.	SHEET NO. 19	OF 19 SHEETS
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11. Appoint Members to Boards and Committees

A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Eddie Simpson** to appoint Lauren Effler and Chip Brown to the Library Board, Brittany Crawford to the 911 Board, R.L. Jones, Danny Cooke and Cheryl Walker to the Solid Waste Board.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

12. County Sheriff's Report- Sheriff Breeding

- a. **Jail Food Pantry:** The Farmer's Mutual Building is not going to be suitable to be used as the Jail Food Pantry because too many modifications will have to be made and other locations are being considered.



UNION COUNTY SHERIFF'S OFFICE

130 VETERANS STREET SUITE B
MAYNARDVILLE TENNESSEE 37807
PHONE # 865-992-5212 FAX # 865-992-2349

SHERIFF
BILLY BREEDING

October 10, 2022

SUBJECT: Notification to Civilian Governing Body and Local Community

On May 25, 2022, Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

- 1) Notify their Civilian Governing Body (CGB) (i.e., City Council, County Government or other local governing body) of its intent to request property from Federal sources (to include Federal funds or grants).
- 2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies or subcontractors (including existing transfer contracts or grants).

The Union County Sheriff's Office may request the below controlled property items from the Law Enforcement Support Office (LESO), or other Federal source:

Military Rifles

Revolvers

Humvee vehicle

Pursuant to EO 14074 (Section 12), this memo fulfills the requirement to notify the Civilian Governing Body (CGB) and Local Community of my agency's intent to request the controlled property items identified in the list above.



UNION COUNTY SHERIFF'S OFFICE

130 VETERANS STREET SUITE B
MAYNARDVILLE TENNESSEE 37807
PHONE # 865-992-5212 FAX # 865-992-2349

SHERIFF
BILLY BREEDING

Controlled Property Description	Controlled Property Description	Controlled Property Description
<i>This list is for example only, additional types of items may be available.</i>		
AIRCRAFT ACCESSORIES, COMPONENTS, MISC	FACEMASK	RANGE FINDER, LASER
AIRCRAFT REPAIR PARTS/COMPONENTS	FLASHLIGHTS	RANGE FINDER-TARGET DESIGNATOR, LASER
AIRCRAFT, FIXED WING	FLOODLIGHT	RED DOT SIGHT
AIRCRAFT, ROTARY WING	FORWARD LOOKING INFRARED IMAGING SYSTEM	RIFLESCOPE
ALL TERRAIN VEHICLE (ATV)	GENERATOR SET	SCANNER, X-RAY, BAGGAGE
AMMUNITION CONTAINER	GLOBAL POSITIONING SATELLITE (GPS)	SEARCHLIGHT
AMPLIFIER	HEAVY EQUIPMENT/VEHICLES	SHIELD, BALLISTIC
ANALYZER, HAZARDOUS MATERIAL IDENTIFICATION	INSULATION BLANKET	SHIPPING CONTAINER
ANTENNA	LANDING SEARCHLIGHT	SIGHT, BORE, OPTICAL
ARMORED VEHICLE	LIFE PRESERVER, VEST	SIGHT, HOLOGRAPHIC
BALLISTIC BLANKET	MAGNIFIER	SIGHT, INFINITY
BARRIER, VEHICLE ARRESTING, PORTABLE	MARKER, IDENTIFICATION	SIGHT, REFLEX
BINOCULAR	MARKSMANSHIP TRAINER	SMALL ARMS STORAGE RACKS
BLANKETS	MEDICAL/FIRST AID SUPPLIES	SPOTTING INSTRUMENT, OPTICAL
BREATHING APPARATUS	MISC SMALL ARMS PARTS	TARGET, TRAINING, MOBILE
CAMERA SYSTEM	MISCELLANEOUS COMMUNICATION EQUIPMENT	TELESCOPE
COMPASS	MULTIMEDIA PROJECTION SET	TENTS/PORTABLE SHELTERS
COMPUTER SYSTEM	NAVIGATION SET, SATELLITE SIGNALS	THERMAL CAMERA
CONTAINER, AMMUNITION	NIGHT VISION DEVICE	THERMAL CAMERA ACCESSORIES
CONTAINER, K-9 TRANSPORT	NIGHT VISION GOGGLE	TRAINING AID/SIMULATORS
CONVERSION KIT, RIFLE	NON-ARMORED HMMWV	TRAINING AIDES/DEVICES
COVERALLS	OFFICE EQUIPMENT	TRANSLATION DEVICE
DECONTAMINATION DEVICES	OFFICE SUPPLIES	TRUCK, CARGO
DECONTAMINATION SYSTEM	PORTABLE RADIO	TRUCK, TANK
DEEP WATER FORDING KIT	PREFAB & PORTABLE BUILDINGS	VEHICLE REPAIR PARTS/COMPONENTS
DETECTOR, GAS	PROTECTIVE EYEWEAR	WARM WEATHER CLOTHING/SHOES
DIVER'S SUIT	PUBLIC ADDRESS SET	SMALL ARMS PARTS/ACCESSORIES
EXPLOSIVE ORDNANCE DISPOSAL ROBOT	RADIOS	SMALL ARMS

sincerely,

Billy Breeding, Sheriff
Union County Sheriff's Department

A **Motion** was made by **Larry Lay** and **Seconded** by **R.L. Jones** to approve the Union County Sheriff Department to request property from Federal Sources.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

13. **Budget Committee:** There was no Budget Committee items presented in open meeting on July 24, 2023.

14. **Melissa Brown, Director of Finance**


a. **Monthly Finance Report:** There was no Monthly Finance Report presented in open meeting on July 24, 2023.

b. **Budget Amendments & Transfers:** There were no Budget Amendments & Transfers presented in open meeting on July 24, 2023.

c. **Approve/Disapprove Surplus:** There was no surplus presented in open meeting on July 24, 2023.

d. **Contracts**

i. **TN Dept. of Health (WIC)**

 NO COST CONTRACT <small>(no cost contract, involving no monetary obligation between the parties, with an individual, business, non-profit, or government entity of another state or country)</small>			
Begin Date	End Date	Agency Tracking #	Edison ID
8/1/2023	7/31/2026	-	75498
Contractor Legal Entity Name			Edison Vendor ID (optional)
Union County Government			
Service Caption			
WIC Off-site			
Ownership/Control			
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American			
<input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Businesses (DSBE)			
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.			
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input type="checkbox"/> Competitive Award		Describe the competitive award process used. Include Solicitation Number, if applicable.	
<input type="checkbox"/> Other		Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the No Cost contract type.	
CPO USE - NC			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF HEALTH – UNION COUNTY
AND
SHARPS CHAPEL COMMUNITY CENTER**

This Contract, by and between the State of Tennessee, **TENNESSEE DEPARTMENT OF HEALTH** ("State" or "HEALTH DEPARTMENT") and **SHARPS CHAPEL COMMUNITY CENTER** ("Contractor" or "SHARPS CHAPEL CC") is for the provision of *Supplemental Nutrition Program for Women, Infant and Children (WIC)* services to clients who meet the eligibility requirements of WIC at the SHARPS CHAPEL COMMUNITY CENTER, 1538 Sharps Chapel Road, Sharps Chapel, TN 37866, as further defined in the "SCOPE OF SERVICES." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a **Government Agency**
Contractor Place of Incorporation or Organization: Tennessee
Contractor Edison Registration **ID # 75436**

Whereas, State and Contractor desire to support the provision of WIC services to eligible clients in the Clairfield, Tennessee geographic area, including surrounding counties,

Whereas, State and Contractor desire to enter into this CONTRACT to establish a relationship between Contractor and HEALTH DEPARTMENT to serve individuals who are eligible to participate in the WIC program and choose to seek services in UNION County, Tennessee.

Now, therefore, the Parties agree:

A. SCOPE OF SERVICES:

Women, Infants, and Children (WIC) is a federally funded program that provides supplemental food assistance and nutrition education to low-income pregnant, postpartum, and breastfeeding women, infants, and children until age five. In addition to providing healthy supplemental foods, nutrition education, and breastfeeding support, the program also provides referrals to other health, welfare, and community-based services. WIC has been effective in preventing and improving nutrition related health problems.

A.1. **Statistical Data.** Both Contractor and HEALTH DEPARTMENT may maintain statistical data for program relevance based on number patients served.

A.2. **Contractor Obligations.**

1. **Location for Service.** Appointments will be held at SHARPS CHAPEL COMMUNITY CENTER facility at 1538 Sharps Chapel Road, Sharps Chapel, TN 37866. Contractor covenants to make sure that the premises are safe for Health Department staff and clients.
2. **Security.** Contractor will provide appropriate physical security systems to assure the safety of the staff.

A.3. **Health Department Obligations.**

1. **Staffing.** The Health Department will provide a Certified Professional Authority ("CPA"), and an administrative support staff person **one day/quarter** from **9:00 a.m. to 2:00 p.m.**, the WIC clinic day, which is set for the **last Wednesday** of the month in **Feb, May, August and November**.

1

2. **Patient Communication and scheduling.** All appointments will be scheduled by Health Department staff. If calls or requests are received by Contractor, they will be referred to the Health Department for scheduling.
3. **Applications.** All applications must be processed by the Health Department.
4. **Providers.** All providers of WIC services will be employees of the Health Department and will meet program requirements to be a CPA and qualified to provide WIC services.

A.4. **Health Department and Contractor Obligations.**

1. **No Volunteers Providers.** There will be no volunteer providers used by either Party.
2. **Funding.** Funding for WIC services is provided through the Tennessee Department of Health. Both staffs of Contractor and the Health department will seek active networking options as well as teaching opportunities to promote community awareness.
3. **Expenses.** Contractor and Health Department shall separately bear their costs and expenses (including, without limitation, attorneys' fees) incurred pursuant to this Contract in connection with all things required to be done by them, respectively, hereby.

B. TERM OF CONTRACT:

This Contract shall be effective on the last date signed ("Effective Date"), and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the

2

Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. **Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. **Conflicts of Interest.** The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. **Records.** The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.9. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

3

- D.13. **State Liability.** The State shall have no liability except as specifically provided in this Contract.
- D.14. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-6-101 through 9-5-407.
- D.17. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified.

4

by written notice.

The State:

Garnet Southerland, MPH Union County Health Department Director
Union County Health Department
4335 Maynardville Hwy, Maynardville, TN 37807
Telephone # 865-992-3867

The Contractor:

Jason Bailey, Union County Mayor
Union County Courthouse
901 Main Street, Suite 100 Maynardville, TN 37807
Jason.Bailey@unioncountytn.gov
Telephone # 865-992-3061

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

IN WITNESS WHEREOF,

SHARPS CHAPEL COMMUNITY CENTER:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

THE STATE OF TENNESSEE DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP
Commissioner

DATE

5

ATTACHMENT REFERENCE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

A **Motion** was made by **Gerald Simmons** and **Seconded** by **Ashley Mike** to approve the **Contract** with TN Dept. Of Health (WIC) as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

ii. Life Check Systems



Price Quote & Terms

Aug. 9, 2021

Union County TN Sheriff's Office
 Sheriff Billy Breeding
 (865) 992-5212

This quote is for the Union County Texas Sheriff's Office ("County"), and these terms plus the integrated online terms, govern use of Life Check Systems ("LCS") technology at this facility:

Union County Jail
 901 Main St.
 Maynardville, TN 37807

Bed Capacity: 76

1. **Software Licensing Fee.** The County will pay a one-time software license fee of **\$2,500** covering lifetime system use and future upgrades at the specified facility.
2. **Monthly Service Fee.** The County will pay **\$325** per month to LCS for continuous system maintenance, software updates, tech support, cellular service, website storage, etc.
3. **Included Equipment.** LCS will provide **4 mobile devices, 4 holsters, and 1 charger (3-Bay)** at no additional charge.
4. **Location Tags.** The County will pay **\$225 for 75 location tags** and shall install and label the tags on its own with instructions from LCS.
5. **Additional Equipment.** The County can buy additional equipment, but prices are subject to change:

Mobile Devices	\$725	Holsters	\$37
3-Bay Charging Pad	\$65	Location Tags	\$3
1-Bay Charging Pad	\$35		
6. **Shipping & Taxes.** The County will pay all LCS's shipping costs and sales tax if applicable.
7. **Training.** LCS will not charge for online training, but for in-person training the County shall pay LCS \$500 per training day, plus actual cost of any airfare, hotel, and/or rental car.
8. **Term & Automatic Renewal.** The agreement term is **1 year** from the date the County executes this quote, and this agreement will automatically renew for an identical term, unless the County cancels in writing before the end of the original term.
9. **60-Day Trial Period.** The County may give written cancellation notice within the term's first 60 days, and LCS shall then refund the license fee and cost of LCS equipment purchased—so long as the County provided sufficient Wi-Fi, used LCS continuously for at least 30 days, and returns the equipment undamaged.

Page 1 of 2



8011 Brooks Circle, Rd. Box 3343
 Brentwood, TN 37027-3988
 info@livesystems.com
 (615) 875-8713

10. **Warranty.** LCS warrants new mobile devices for one-year for defects other than physical damage. LCS disclaims all other warranties, express or implied.
11. **Wi-Fi Responsibility.** County shall provide a reliable Wi-Fi network to serve as the primary internet connection for LCS devices and ensure there is sufficient coverage everywhere LCS is used. LCS does not provide Wi-Fi.
12. **Backup Cellular Connection.** As a backup internet connection only, LCS provides a service connection to Verizon's 4G and LTE Networks. County shall identify areas with weak Verizon coverage and install boosters as desired. LCS does not install boosters.
13. **Cellular Data Cost.** LCS will pay Verizon data charges from County's devices up to \$100 per month, which County should never exceed as its Wi-Fi is the primary internet connection. However, LCS may charge County for data exceeding \$50 per month.
14. **Offline Operation & Alerts.** LCS cannot provide accurate alerts without an internet connection. The Special Watch function does not work without a connection. The Security Inspection and General Observation functions will continue to operate with no connection by locally storing data and uploading it when a connection is restored. With no connection though, there will be false alerts and neither devices nor the website will update until a connection is restored.
15. **Tech Support.** LCS will provide technical support free of charge.

Approved:

Life Check Systems, LLC
 Brandt McMillan, CEO
 8/9/2021 12:28 PM

Approved:

Union County Sheriff's Office, Mayor
 By: Jason Bailey (name)
 Date: 8-9-21



Page 2 of 2

Life Check Systems, LLC
 8011 Brooks Chapel Rd., Ste. 3243
 Brentwood, TN 37027-9998
 (615) 975-8212
 info@lifechecksystems.com
 https://lifechecksystems.com



Itemized Quote

ADDRESS
 Union County TN
 901 Main St., Ste. 100
 Maynardville, TN 37807

ITEMIZED QUOTE # 1024
DATE 08/09/2021

DATE	PRODUCT / SERVICE	QTY	RATE	AMOUNT
08/09/2021	License Fee One-time software license fee covering lifetime system use and future upgrades.	1	2,500.00	2,500.00
08/09/2021	Monthly Service Fee Monthly service fee for continuous system maintenance, tech support, cellular connection, and server operations.	12	325.00	3,900.00
08/09/2021	NFC Location Tags NFC tags marking locations in LCS.	75	3.00	225.00
08/09/2021	LCS Mobile Device New ruggedized smartphone for operating LCS.	4	0.00	0.00
08/09/2021	Device Holster Hard plastic protective device holster with belt clip attachment.	4	0.00	0.00
08/09/2021	3-Bay Charging Pad Wireless charging pad for 3 LCS mobile devices at once.	1	0.00	0.00

This itemized quote is based on the 8/9/2021 Quote provided to Union County. This is the total cost of the 1-year contract. **TOTAL \$6,625.00**

Accepted By *Billy Breeding* Accepted Date *8-9-21*

3% interest may be charged to invoices 90 days overdue. Customer is responsible for LCS's collection costs, including reasonable attorneys' fees.



Life Check Systems, LLC
 8011 Brooks Chapel Rd., Ste. 3243
 Brentwood, TN 37027-9998
 www.lifechecksystems.com

Renewal Agreement

Union County TN Sheriff's Office
 Attn: Sheriff Billy Breeding
 865-992-5212
 * July 17, 2023 *

This Agreement is for the Union County Sheriff's Office ("County"), and these terms plus the integrated online terms, govern use of Life Check Systems, LLC ("LCS") goods and services at this facility:

Union County TN Sheriff's Office
 901 Main St.
 Maynardville, TN 37807
 Tel: 865-992-5212
 Bed Capacity: 76

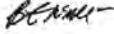
- Monthly Service Fee.** The Monthly Service Fee of \$325.00 will remain the same as in prior terms and LCS shall provide County with continuous system maintenance, software updates, tech support, cellular service, unlimited data storage, online training, and general support. However, if County ever has more than 5 mobile devices (currently have 4 Mobile Devices), the Monthly Service Fee will increase by \$10.00 per device over 5. For example, if County has 6 active devices, the Monthly Service Fee will increase by \$10.00 to \$335.00 monthly. This monthly service fee will be sent by email on the first day of each month.
- New Term & Automatic Renewal.** This Agreement term is for 3 years beginning August 8, 2023, and ending August 7, 2026. This Agreement will automatically be renewed for an identical term unless County or LCS cancels before the end date of the Agreement.
- Data Retention.** LCS shall maintain the County data online for double the Agreement Term. For example, if the term is 3 years, LCS will maintain data for 6 years, to be deleted on a rolling basis.
- Additional Equipment.** The County may purchase additional or replacement equipment at the prices listed below, but prices are subject to change at any time.

Item	Description	Qty
Mobile Device	New Samsung Galaxy X Cover Pro	\$737
Holster Set	Nylon holster, protective cover, screen protector	\$120
Single Port Charger	Single-port charging dock	\$30
6 Port Charger	6 Port charging station	\$85
NFC Tags	Location tags to define LCS locations	\$3.00

- Taxes & Shipping.** The County will pay LCS's shipping costs and sales tax as applicable.
- Location Tags.** Should new location tags be required the County shall install the location tags on its own with instructions from LCS.
- Warranty.** LCS warranties all new mobile devices for one year for any defects other than physical damage. LCS disclaims all other warranties, express or implied.



8. Training. LCS will not charge for online training, but for in-person training the County shall pay LCS \$500 per training day, plus actual cost of any airfare, hotel, and/or rental car.
9. Wi-Fi Required. The County shall provide a reliable Wi-Fi network as the primary internet connection for LCS devices and ensure sufficient coverage everywhere LCS is used. LCS does not provide Wi-Fi. LCS will not work correctly without Wi-Fi.
10. Backup Cellular Connection. As a backup internet connection only, LCS provides a service connection to Verizon's 4G and LTE Networks. County shall identify areas with weak Verizon coverage and install boosters as desired. LCS does not install boosters.
11. Monthly Cellular Data Cost. LCS will pay its monthly Verizon data charges from the County's LCS devices up to \$25 total a month, which the County should never exceed with sufficient Wi-Fi coverage. However, LCS may invoice the County monthly for such charges exceeding \$25.
12. Offline Operation & Alerts. LCS cannot provide accurate alerts without an internet connection. The Special Watch function does not work without a connection. The Security Inspection and Standard Rounds functions will temporarily continue to operate with no connection by locally storing data and uploading it when a connection is restored. With no connection though, there will be false alerts and neither devices nor the website will update until a connection is restored.
13. Online Tech Support. LCS will provide technical support free of charge online.
14. Inmate Wristband/Tag Cost. If the County uses the *optional* inmate track function, each inmate must have a wristband with embedded NFC sticker-tag or an ID Card. Wristbands with tags are \$1.75 each and ID Cards are \$1.00 each. If the County already has wristbands or another form of inmate ID, it can continue using that ID method and simply add the sticker-tag. Sticker-tags are \$0.65 each. Tags and ID Cards cannot be reused.
15. No Responsibility to Monitor. LCS personnel have no responsibility to monitor inmates or review the County's data and will not act due to alerts or late checks. The County retains all responsibility and assumes all liability for facility safety, officer safety, inmate safety, and regulation compliance, and the County shall fully indemnify LCS for any claims, damages, and/or costs (including reasonable attorneys' fees) arising from the County's use of LCS technology.



Life Check Systems, LLC
 Brandt McMillan, CEO
 07/17/23

Union County TN Sheriff's Office
 By: _____ [name]
 Date: _____

A **Motion** was made by **Eddie Simpson** and **Seconded** by **Mike Boles** to approve the contract for Life Check Systems as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

iii. Courthouse Janitorial Contract

**CONTRACT FOR JANITORIAL SERVICES
UNION COUNTY COURTHOUSE
901 MAIN STREET
MAYNARDVILLE, TENNESSEE 37807**

This Contract made and entered into this 1st day of July, 2023, by and between **UNION COUNTY, TENNESSEE**, herein referred to as "First Party", and **TERESA BAILEY/SOUTHERN GRACE CLEANING 11**, herein referred to as "Second Party".

WITNESSETH:

First Party hereby contracts with Second Party to provide janitorial services inside the Union County Courthouse at 901 Main Street, Maynardville, Tennessee, for a period of one (1) year beginning upon the date of execution of this Contract, with Second Party to be paid the sum of Twenty Four Thousand Dollars (\$24,000.00), for services during the term of this Contract, with said sum to be paid in twenty-six (26) equal, biweekly payments of Nine Hundred Twenty-three Dollars and Seven cents (\$923.07) each. Second Party shall furnish the federal tax number to First Party and shall pay all taxes and social security taxes which may become due for herself and any agents/employees.

1. Second Party shall provide daily janitorial services inside the first and second floors of the Union County Courthouse at 901 Main Street, Maynardville, Tennessee. Janitorial services shall include, but not limited to, cleaning, dusting, mopping of floors, bathroom cleaning, window cleaning, and removal of garbage and trash.
2. Second Party shall perform all services in a courteous and professional manner by acceptable professional standards.
3. Second Party shall be responsible for any damages and injuries to the premises or persons on the premises caused by her and/or her agents' negligence or failure to perform and shall hold First Party harmless from all claims, damages, liability, costs, fees, including reasonable legal fees, and expenses incurred by it due to Second Party's

failures to perform under the terms of this Contract or caused by her or her agents' negligence in performing the services herein required.

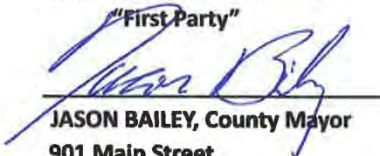
4. Second Party shall perform the said janitorial services during the hours designated by First Party and shall, in any event, so perform the said services so as to avoid inconvenience to First Party and its personnel and interference with First Party's operations.
5. Second Party shall act as an independent contractor insofar as the performance of services hereunder is concerned. To that end, Second Party shall employ and direct such personnel as it requires to perform said services herein contemplated, shall exercise full and complete authority over its personnel, shall comply with all Workers' Compensation, employer's liability and other Federal, State, County and Municipal laws, ordinances, rules and regulations.
6. Second Party agrees to assume all risk of loss and to indemnify and hold First Party, its Officers, Agents and Employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of First Party) arising out of or in connection with the performance or nonperformance of this Agreement. In the event any demand or claim is made, or suit is commenced against First Party, Second Party shall give prompt written notice thereof to First Party, and Second Party shall have the right to compromise or defend the same to the extent of her own interest.
7. All notices given or sent hereunder shall be sent by United States mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other addresses that the parties shall designate in writing from time to time.
8. Either party hereto may terminate this Contract upon fifteen (15) days written notice to the other.
9. This Contract is personal to the Second Party and shall not be assigned, pledged or hypothecated without written consent of the First Party.

10. This Contact contains the entire understanding and agreement between the parties hereto and may be amended or modified only by an additional writing entered into between the parties.


IN WITNESS WHEREOF, the parties have hereunto set their signatures the day and ate first above written.

UNION COUNTY, TENNESSEE

"First Party"



JASON BAILEY, County Mayor
901 Main Street
Maynardville, Tennessee 37807



TERESA BAILEY
SOUTHERN GRACE CLEANING 11
7644 Norris Freeway
Knoxville, Tennessee 37938

A **Motion** was made by **Larry Lay** and **Seconded** by **Danny Cooke** to approve the Courthouse Janitorial Contract as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

15. **Community Reports**

- a. There was no report from the **Fire Chiefs Association** in open meeting on July 24, 2023.
- b. There was no report from the **Constable Association** in open meeting on July 24, 2023.

16. **Old Business**

a. 2nd Reading of Wheel Tax Resolution No. 03 06-26-2023

**BEFORE THE COUNTY LEGISLATIVE BODY FOR UNION COUNTY, TENNESSEE
TO LEVY AN ADDITIONAL COUNTY-WIDE MOTOR VEHICLE TAX
NO. 03 06-26-2023**

Upon recommendation of the county budget committee, motion was made by
Sidney Jessee, Jr. and seconded by Cheryl Walker :

WHEREAS, T.C.A. § 5-8-102 authorizes counties to levy a motor vehicle privilege tax, or "wheel tax,"
as a condition precedent to the operation of a motor vehicle within the county; and

WHEREAS, under the provisions of the Resolution to Levy a County-Wide Motor Vehicle Tax
adopted on October 12, 2009 and November 9, 2009, and amendments thereto adopted on October 11,
2010 and July 9, 2018 and August 13, 2018, the total motor vehicle privilege tax in Union County
currently is Thirty Dollars (\$30.00); and

WHEREAS, the need for new revenue sources is great in Union County; and

WHEREAS, the county legislative body of Union County has determined that it is in the best interests
of the county that an additional motor vehicle privilege tax in the amount of Twenty Dollars (\$20.00)
be levied in Union County as provided herein, so that the total motor vehicle privilege tax in Union
County will be Fifty Dollars (\$50.00).

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Union County meeting
in regular session at Maynardville, Tennessee, on the 26th day of June, 2023, that:

SECTION 1. For the privilege of using the public roads and highways in Union County, Tennessee,
there is levied upon motor-driven vehicles, and upon the privilege of the operation thereof, including
motorcycles, and scooters (all collectively herein referred to as "motor-driven vehicles"), but excluding
motor-driven bicycles, farm tractors, self-propelled farm machines not usually used for operation upon
public highways or roads, and motor-driven vehicles owned by any governmental agency or
governmental instrumentality, and excepting the other exemptions provided by general law including

the exemptions by TCA Sections 55-4-241 (a) and 55-4-222 (d) as previously adopted, a special privilege tax for the benefit of Union County, which tax shall be in the amount of Fifty Dollars (\$50.00) for each such motor-driven vehicle, the owner of which resides within said county. This tax applies to, is a levy upon, and shall be paid on each "motor-driven vehicle", the owner of which resides within said county. This additional tax in the sum of Twenty Dollars (\$20.00) shall be in addition to all other motor vehicle privilege taxes now levied in Union County.

SECTION 2. The tax herein levied shall be paid to and collected by the County Clerk of Union County, who is authorized by T.C.A. § 67-4-103 to collect such privilege taxes. The County Clerk shall collect this tax at the same time he or she collects the state privilege tax levied upon the operation of a motor-driven vehicle over the public highways of this state, and all other county motor vehicle privilege taxes levied in Union County. The County Clerk shall deduct a fee of five percent (5%), or such higher or lower fee as may from time to time be authorized under T.C.A. § 8-21-701 for receiving and paying over county revenue, from the amount of taxes collected and paid over to the County Trustee.

SECTION 3. Payment of the privilege tax imposed hereunder shall be evidenced by a receipt, issued in duplicate by the County Clerk, the original of which shall be kept by the owner of the motor-driven vehicle, and by the same decal or emblem issued by the County Clerk to evidence payment of all other motor vehicle privilege taxes levied in Union County.

SECTION 4. The privilege tax or wheel tax herein levied, when paid, together with full, complete and explicit performance of and compliance with all provisions of this resolution by the owner, and payment of all other motor vehicle privilege taxes levied in Union County, shall entitle the owner of the motor-driven vehicle for which said tax was paid and on which the required decal or emblem has been affixed to operate or allow to be operated his vehicle over the streets, roads and highways of the county for a

period of one (1) year which will run concurrently with the period established by T.C.A. § 55-4-104 for state registration fees. In the event a wheel tax decal or emblem is sold by the Clerk for a period of more or less than a twelve-month period, the tax imposed shall be proportionate to the annual tax fixed for the vehicle and modified in no other manner, except that the proportional tax shall be rounded off to the nearest quarter of a dollar.

SECTION 5. If any motor-driven vehicle, for which all wheel taxes have been paid and the required decal or emblem issued and placed thereon, becomes unusable or is destroyed or damaged to the extent that it can no longer be operated over the public roads, streets or highways of said county, or in the event that the owner transfers the title to such vehicle, or completely removes therefrom and destroys the decal or emblem issued for and placed thereon, and the owner makes proper application to the Clerk for the issuance of a duplicate decal or emblem to be used by the applicant on another vehicle for the unexpired term for which the original decal or emblem was issued, and the Clerk is satisfied that the applicant is entitled to the issuance of a duplicate decal or emblem and the applicant pays into the hands of the Clerk the sum of Five Dollars (\$5.00), the Clerk will then issue to such owner a duplicate receipt, cancelling the original receipt delivered to the Clerk by the applicant, and will deliver to the applicant a duplicate decal or emblem, which shall be affixed to the motor-driven vehicle for which it is issued, and such duplicate decal or emblem shall entitle the applicant to operate or allow to be operated the vehicle upon the streets, roads, and highways of said county for the remainder of the period for which the original decal or emblem was issued. Likewise, in the event a decal or emblem becomes obliterated, erased, or defaced, or is destroyed under the provisions of this act, and is therefore illegible and unusable by the owner, upon proper application made by the owner and filed with the Clerk, showing such

circumstances and facts to be true, then the Clerk, upon receipt from the applicant of Five Dollars (\$5.00), may issue and deliver to the applicant a duplicate decal or emblem.

SECTION 6. The sum of Thirty Dollars (\$30.00) of the proceeds of the motor vehicle privilege tax herein levied shall be placed in the county debt service fund and shall be used to pay and retire the indebtedness to purchase land and construct an elementary school on the Hurst property, and to construct renovations and additions to Big Ridge, Luttrell and Sharps Chapel Elementary Schools and equip all buildings and additions, as provided in the resolution adopted on October 12, 2009 and November 9, 2009, and the additional sum of Twenty Dollars (\$20.00) herein levied shall be placed in the county debt service fund and shall be used to pay and retire the indebtedness to construct a middle school.

SECTION 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to that end the provisions of this resolution are declared to be severable.

SECTION 8. This resolution shall have no effect unless it is approved by a two-thirds (2/3) vote of the county legislative body of Union County at two (2) consecutive regularly scheduled meetings.

SECTION 9. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon being approved by a two-thirds (2/3) vote of the county legislative body of Union County at two (2) consecutive regularly scheduled meetings. For the purpose of collection of the tax herein levied, such collection shall begin on the first day of August, 2023, unless this resolution is subject to a referendum election pursuant to T.C.A. § 5-8-102, whereupon collection of the tax herein levied shall begin on the first day of the month following the month that this resolution is approved at a referendum.

SECTION 10. The taxes herein levied shall expire and cease to be levied upon the payment of the indebtednesses listed in Section 6.

Angela Conner-Murphy, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones

Voting for: Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker

Voting no: Lynn Beeler, Mike Boles, Danny Cooke and Bill Cox

Passing: None

ADOPTED AND APPROVED, on First (1st) reading in open and regular meeting at Maynardville, Tennessee, this 26th day of June, 2023.

APPROVED:

Attest:

Pam Ailer
County Clerk



Jason Bailey
Jason Bailey, Mayor and Chairman

Motion to approve by: Sidney Jessee, Jr.; Seconded by: Ashley Mike;

Mike Boles, Angela Conner-Murphy, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr.,

Voting for: R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker

Voting no: Lynn Beeler, Danny Cooke and Bill Cox

Passing: None

ADOPTED AND APPROVED, on Second (2nd) reading in open and regular meeting at Maynardville, Tennessee, this 24th day of July, 2023.

APPROVED:

Attest:

Pam Ailer
County Clerk



Jason Bailey
Jason Bailey, Mayor and Chairman

A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Ashley Mike** to approve Resolution No. 03 06-26-2023 on Second Reading to levy a \$50.00 wheel tax.

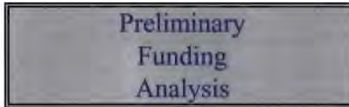
County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting:** Mike Boles, Angela Conner-Murphy, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** Lynn Beeler, Danny Cooke and Bill Cox. **Commissioners Passing:** None. **Motion Carried.**

17. There was no **New Business** presented in open meeting on July 24, 2023.

18. Addendums

a. New Middle School Bond Resolution No 01 07-24-2023

UNION COUNTY, TENNESSEE



July 24, 2023

Prepared By:

Cumberland Securities Company, Inc.
 Independent Registered Municipal Advisors
 P.O. Box 22715
 Knoxville, Tennessee 37933
 Telephone: (865) 988-2663
 Facsimile: (865) 988-1863



CUMBERLAND SECURITIES

SINCE 1931

Disclaimer and Disclosures

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The Advisor hereby discloses that it generally operates under a contingent fee form of compensation. Under a contingent fee form of compensation, payment of the Municipal Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the issuer, it presents a conflict because the Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. All recommended financings are reviewed by the firm to confirm that they are suitable for each client. Upon execution of a Municipal Advisory Agreement, the Advisor will have a legally binding fiduciary responsibility to put the financial interests of the issuer before its own. The Advisor hereby discloses that the determination of any municipal advisory fee or other compensation will be mutually agreeable between the issuer and the Advisor pursuant to a Fee Letter.

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This presentation/report may contain "forward-looking" information. Such information may include, but not be limited to, projections, forecasts or estimates of cash flows, interest rate coupons, yields or potential debt service savings, scenario analyses and proposed or expected debt portfolio composition. Any forward-looking information is based upon certain assumptions about future events or conditions and is intended only to illustrate hypothetical results under those assumptions (not all of which are specified herein or can be ascertained at this time). It does not represent actual results that may be available to you. Actual events or conditions are unlikely to be consistent with, and may differ significantly from, those assumed.

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Risk Disclosures:

Material Risk Consideration	Description of Risk	Fixed Rate Bonds	Potential Consequences
Issuer Default Risk	Possibility that the issuer defaults under the authorizing documents		<ul style="list-style-type: none"> Range of available remedies may be brought against issuer (e.g. forcing issuer to raise taxes or rates) Credit ratings negatively impacted Access to capital markets impaired Possibility of receivership or bankruptcy for certain issuers
Refinancing Risk	The ability to redeem the bonds prior to maturity may be limited		<ul style="list-style-type: none"> Inability to refinance at lower interest rates Inability to refinance at lower interest rates
Reinvestment Risk	Possibility that the issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds		<ul style="list-style-type: none"> Negative arbitrage resulting in a higher cost of funds
Tax Compliance Risk	For tax-exempt bonds, possibility that failure to comply with tax-related covenants results in the bonds becoming taxable obligations		<ul style="list-style-type: none"> Increase in debt service costs retroactively to date of issuance Possible mandatory redemption of bonds affected Risk of IRS Audit Difficulty in refinancing the bonds Access to tax-exempt market impacted Difficulty in issuing future tax-exempt debt

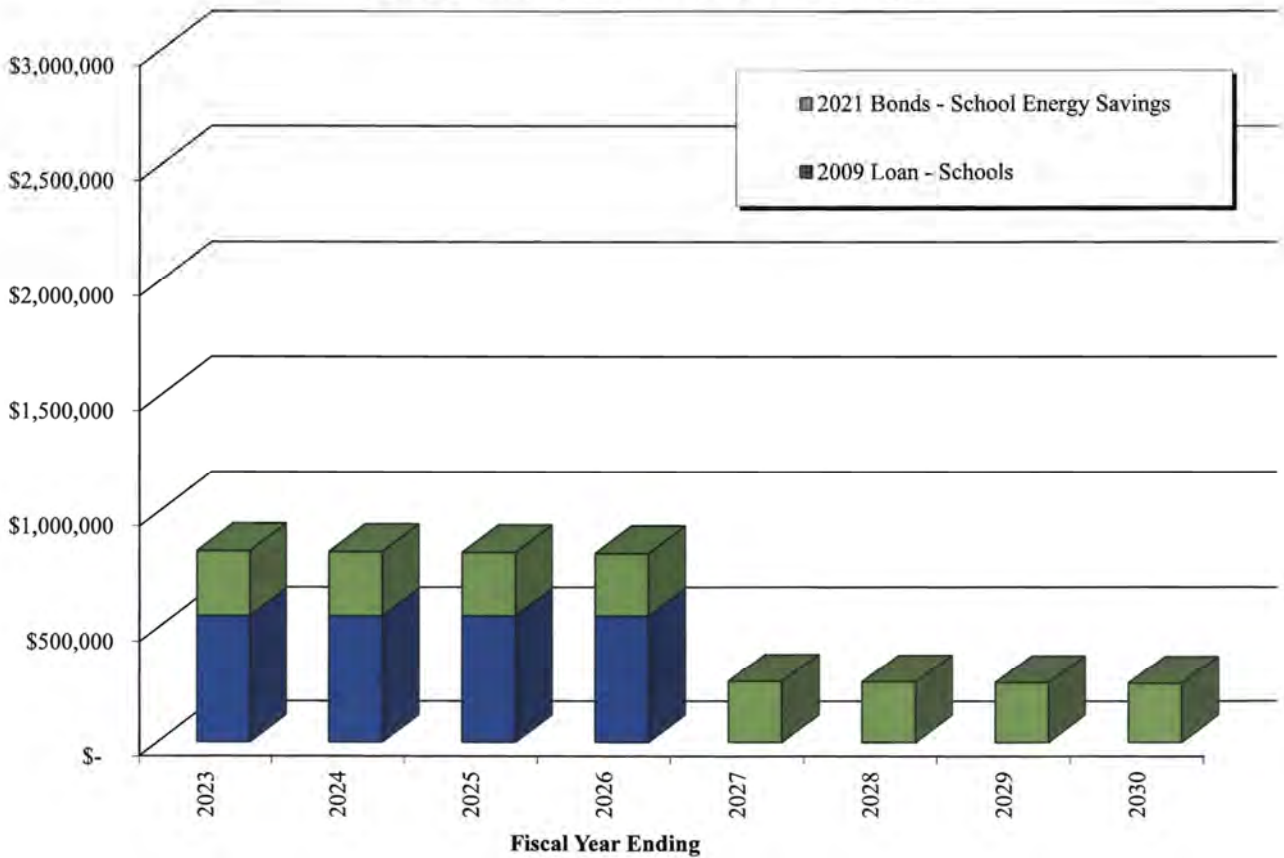
Material Risk Consideration	Description of Risk (Type of Debt Risk Applicable to)	Variable Rate Demand Bonds ("VRDB") / Floating Rate Notes ("FRN") / Risk Index Loan ("Index") / "Put Loan" (e.g. Fixed Rate for Five (5) Years, then Rate Reverts to New Rate)	Potential Consequences
Interest Rate Risk	Possibility that the interest rate may increase on an interest reset date (VRDB, FRN, Index, Put Loans)		<ul style="list-style-type: none"> Increase in debt service cost (up to maximum rate) Lower debt service coverage Lower cash reserves
Index Risk	Possibility that the method of determining the index (LIBOR or SIFMA) could change. Indices may be affected by factors unrelated to FRN's/Index Loan or the tax-exempt market (VRDB, FRN, Index, Put Loans)		<ul style="list-style-type: none"> Increase in debt service costs Lower debt service coverage Lower cash reserves Provision should be made for alternate mechanism to determine rate
Issuer Default Risk	Possibility that the issuer defaults under the authorizing documents (VRDB, FRN, Index, Put Loans)		<ul style="list-style-type: none"> Range of available remedies may be brought against issuer (e.g. forcing issuer to raise taxes or revenues) Credit ratings negatively impacted Default could impact remarketing which could cause increase in debt service costs Access to capital markets impaired
Issuer Ratings Downgrade Risk	Possibility that a downgrade of the issuer's rating(s) may result in optional tenders or an increase in fees payable to the bank providing the liquidity facility (VRDB, FRN, Index, Put Loans)		<ul style="list-style-type: none"> Ratings change could impact remarketing which could cause an increase in debt service cost Higher liquidity facility fees resulting in higher cost of funds
Liquidity Risk	Possibility that VRDB's cannot be successfully remarketing, resulting in Bank Bonds (VRDB)		<ul style="list-style-type: none"> Increase in debt service costs due to higher bank bond rate and accelerated principle repayment May be required to refinance or term out the VRDB's Inability to refinance or possibly higher interest rates
Liquidity Provider Default Risk	Possibility that the bank providing the liquidity facility supporting the VRDB's defaults in its obligations under the liquidity facility (VRDB)		<ul style="list-style-type: none"> Issuer required to repay principal and accrued interest if issuer is not able to refinance Increase in debt service costs
Liquidity Provider Ratings: Downgrade	Possibility that a downgrade of the liquidity provider's rating(s) may result in optional tenders (VRDB)		<ul style="list-style-type: none"> Ratings change could impact remarketing which could cause an increase in debt service cost
Refinancing Risk	Possibility that the FRN, Index or Put Loan cannot be remarketed or refinanced (FRN, Index, Put Loans)		<ul style="list-style-type: none"> Hard Put: must repay principal and accrued interest or Event of Default Soft Put: higher interest rate on debt and higher debt service costs up to maximum rate Increase in debt service costs upon any refinancing Inability to refinance or possibly higher interest rates
Regulatory Risk	Possibility that prospective regulatory requirements increase cost of obtaining and maintaining the liquidity facility (VRDB, FRN, Index, Put Loans)		<ul style="list-style-type: none"> Increase in debt service costs Higher liquidity facility fees resulting in higher cost of funds
Reinvestment Risk	Possibility that the issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds (VRDB, FRN, Index, Put Loans)		<ul style="list-style-type: none"> Negative arbitrage resulting in higher cost of funds
Remarketing Risk	Possibility that the remarketing agent does not perform its duties in a satisfactory manner or may resign or cease its remarketing efforts (VRDB)		<ul style="list-style-type: none"> Higher interest rates Difficulty remarketing the VRDB's May require appointment of a successor remarketing agent
Renewal Risk	Possibility that the facility or loan will not be extended for a successive commitment period or not be replaced at a reasonable cost (VRDB, FRN, Index, Put Loans)		<ul style="list-style-type: none"> Issuer required to repay principal and accrued interest on tender date if issuer is not able to refinance Increase in debt service costs
Tax Compliance Risk	For tax-exempt bonds, possibility that failure to comply with tax related covenants result in the bonds becoming taxable obligations (VRDB, FRN, Index, Put Loans)		<ul style="list-style-type: none"> Increase in debt service costs retroactively to date of issuance Possible mandatory redemption of bonds affected Risk of IRS audit Difficulty in refinancing the bonds Access to tax-exempt market impacted Difficulty in issuing future tax-exempt debt

Union County, Tennessee
Preliminary Funding Analysis
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Cumberland Securities Company, Inc.
Tennessee Public Finance

Union County, Tennessee
Total Combined Outstanding Debt Service



\$26,250,000
 Union County, Tennessee
 General Obligation Bonds, Series 2023

Estimated Debt Service - 20-Year Level Debt - Master Plan

Estimated Debt Service - 20-Year Level Debt - Master Plan

Date	Principal	Coupon	Interest	Total P+I	Existing Debt Service Paid by Wheel Tax	Estimated New Debt Service
06/30/2024	-	-	284,302.22	284,302.22	555,253.00	839,555.22
06/30/2025	-	-	799,600.00	799,600.00	555,253.00	1,354,853.00
06/30/2026	100,000.00	4.000%	1,050,000.00	1,150,000.00	555,253.00	1,705,253.00
06/30/2027	1,030,000.00	4.000%	1,046,000.00	2,076,000.00	-	2,076,000.00
06/30/2028	1,075,000.00	4.000%	1,004,800.00	2,079,800.00	-	2,079,800.00
06/30/2029	1,115,000.00	4.000%	961,800.00	2,076,800.00	-	2,076,800.00
06/30/2030	1,165,000.00	4.000%	917,200.00	2,082,200.00	-	2,082,200.00
06/30/2031	1,210,000.00	4.000%	870,600.00	2,080,600.00	-	2,080,600.00
06/30/2032	1,260,000.00	4.000%	822,200.00	2,082,200.00	-	2,082,200.00
06/30/2033	1,310,000.00	4.000%	771,800.00	2,081,800.00	-	2,081,800.00
06/30/2034	1,360,000.00	4.000%	719,400.00	2,079,400.00	-	2,079,400.00
06/30/2035	1,415,000.00	4.000%	665,000.00	2,080,000.00	-	2,080,000.00
06/30/2036	1,470,000.00	4.000%	608,400.00	2,078,400.00	-	2,078,400.00
06/30/2037	1,530,000.00	4.000%	549,600.00	2,079,600.00	-	2,079,600.00
06/30/2038	1,590,000.00	4.000%	488,400.00	2,078,400.00	-	2,078,400.00
06/30/2039	1,655,000.00	4.000%	424,800.00	2,079,800.00	-	2,079,800.00
06/30/2040	1,720,000.00	4.000%	358,600.00	2,078,600.00	-	2,078,600.00
06/30/2041	1,790,000.00	4.000%	289,800.00	2,079,800.00	-	2,079,800.00
06/30/2042	1,860,000.00	4.000%	218,200.00	2,078,200.00	-	2,078,200.00
06/30/2043	1,935,000.00	4.000%	143,800.00	2,078,800.00	-	2,078,800.00
06/30/2044	1,200,000.00	4.000%	66,400.00	1,266,400.00	-	1,266,400.00
06/30/2045	460,000.00	4.000%	18,400.00	478,400.00	-	478,400.00
Total	\$26,250,000.00	-	\$13,079,102.22	\$39,329,102.22	\$1,665,759.00	\$40,994,861.22

Date And Term Structure

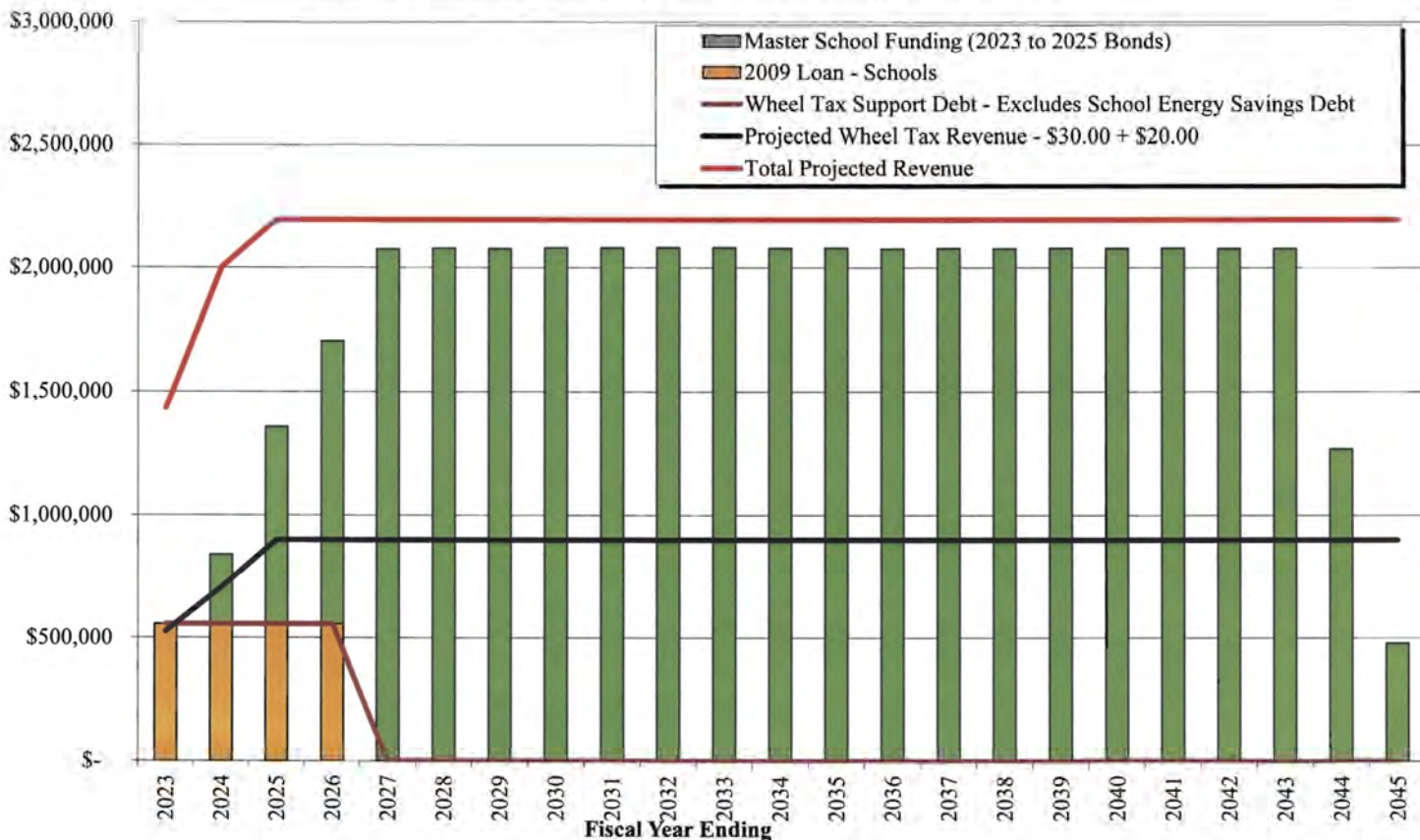
Dated.....	9/15/2023
First Coupon Date.....	12/01/2023
Frequency of Interest Payments.....	2 Per Year
First Serial Maturity Date.....	6/01/2026

Yield Statistics

Average Coupon.....	3.7932798%
Weighted Average Maturity.....	13.135 Years
Bond Year Dollars.....	\$344,796.67
Bond Yield for Arbitrage Purposes.....	4.0001988%
True Interest Cost (TIC).....	4.0001988%

Cumberland Securities Company, Inc.
 Tennessee Public Finance - SPG

Union County, Tennessee
Total Combined and Proposed Outstanding Debt Service



RESOLUTION NO. 01 07-24-2023

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS OF UNION COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$26,250,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, 9-21-101, *et seq.*, inclusive, Tennessee Code Annotated, as amended, authorizes Union County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds for the purpose of financing, in whole or in part, (i) the acquisition of land for, design, site development, constructing, improving, renovating and equipping of County schools (the "Projects"); (ii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Projects; (iii) reimbursement to the County for funds previously expended for any of the foregoing; (iv) payment of capitalized interest during construction of the Project and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue General Obligation School Bonds, in one or more series, for the purpose of financing the Projects and the foregoing described costs; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$26,250,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

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

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$26,250,000 General Obligation School Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

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

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

(d) "County Mayor" shall mean the County Mayor of the County.

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

(f) "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.

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

(h) "Governing Body" means the Board of County Commissioners.

(i) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(j) "Projects" means: (i) the acquisition of land for, design, site development, constructing, improving, renovating and equipping of County schools; (ii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Projects; (iii) reimbursement to the County for funds previously expended for any of the foregoing; (iv) payment of capitalized interest during construction of the Project and for up to six months thereafter.

(k) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

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

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$26,250,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation School Bonds", shall be dated their date of

issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing June 1, 2024. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided and subject to adjustment as provided herein, in the years 2024 through 2053, inclusive. The Mayor is hereby directed to establish the annual principal payments and final debt service schedule for the Bonds as is authorized by Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on June 1, 2033 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2032 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be 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 interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

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

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be

2

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

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

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

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Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein 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

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such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after calling such Bond for redemption has been given, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(j) 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 System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry 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 REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

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

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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) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY 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.

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

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

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

destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. In addition, the Bonds shall be payable from a pledge of certain wheel taxes, to the extent permitted by law, as provided in Section 7 hereof.

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

(Form of Bond)

REGISTERED Number _____ REGISTERED \$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF UNION
GENERAL OBLIGATION SCHOOL BOND, SERIES 2023

Interest Rate: _____ Maturity Date: _____ Date of Bond: _____ CUSIP No.: _____

Registered Owner: _____

Principal Amount: _____

FOR VALUE RECEIVED, Union County, Tennessee (the "County") 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 interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 2024, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent 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 Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said 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 County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten

(10) days prior to such Special Record Date. Payment of principal and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond 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 County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, 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 County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or 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, 2033 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2032 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed
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*Final Maturity

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

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County 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 Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount

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necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

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

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of financing, in whole or in part, (i) the acquisition of land for, design, site development, constructing, improving, renovating and equipping of County schools; (ii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Projects; (iii) reimbursement to the County for funds previously expended for any of the foregoing; (iv) payment of capitalized interest during construction of the Project and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein, pursuant to 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on July 24, 2023 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. To the extent permitted by law, the Bonds are also payable from a pledge of certain special wheel taxes imposed by the County pursuant to Section 5-8-102, Tennessee Code Annotated, as amended.

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

the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

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

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

UNION COUNTY, TENNESSEE

By: FORM OF BOND – DO NOT SIGN
County Mayor

ATTESTED:

FORM OF BOND – DO NOT SIGN
County Clerk

Transferable and payable at the following designated office of: _____

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County, including the wheel taxes referred to below, to the payment of debt service on the Bonds.

To the fullest extent permitted by law, the County hereby pledges as additional security for the payment of the Bonds such revenues as are received by the County from the wheel tax imposed pursuant to Section 5-8-102, Tennessee Code Annotated, as amended, to the extent the County has authorized such revenues to be applied for such purpose. To the extent that such monies are actually on hand for the payment of principal and interest on the Bonds, the ad valorem taxes herein provided to be levied may be reduced to the extent thereof.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98.0% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

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

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(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation School Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2024, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the debt service on the Bonds shall not result in balloon indebtedness that requires the approval of the Director of the Division of Local Government Finance;

(5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

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

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

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

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

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor,

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for Municipal Advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

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

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2023 Project Fund (the "Project Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the 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 said Project Fund. Money in the Project Fund shall be invested at the direction of the County Mayor in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

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

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

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds,

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or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the County 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 Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or 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); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

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

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

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

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Section 12. Federal Tax Matters Related to the Bonds.

(a) The County expects that the Bonds will be issued as tax-exempt bonds under the Code. If so issued, the County hereby covenants that it will take all such actions as are necessary under the Code so that the Bonds will qualify and continue to qualify for such tax-exemption, including, without limitation, not permitting the use of any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

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

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, any series of the Bonds as "qualified tax exempt obligations," as defined in Section 265 of the Code, to the extent such series of the Bonds may be so designated under the Code.

(d) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 13. Continuing Disclosure. The County 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 at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

This Resolution shall be in immediate effect from and after its adoption, the public welfare requiring it.

(Signature Page to Follow)

Duly adopted and approved on this 24th day of July, 2023.


County Mayor

Attested:

County Clerk



STATE OF TENNESSEE)
COUNTY OF UNION)

I, Pam Ailor, certify that I am the duly qualified and acting County Clerk of Union County, Tennessee, and as such official I further certify that attached hereto is a copy of a resolution duly adopted at a regular scheduled meeting of the governing body of the County held on July 24, 2023; that this resolution will be included in the minutes of the governing body and will be open to public inspection; and that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete copy of the resolution adopted on such date relating to not to exceed \$26,250,000 General Obligation School Bonds, Series 2023 of said County.
WITNESS my official signature of said County on this 24th day of July, 2023.


County Clerk



A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Eddie Simpson** to approve **Resolution No. 01 07-24-2023** authorizing the issuance of general obligation school bonds not to exceed \$26,250,000 for the construction of a New Middle School as presented.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Mike Boles, Angela Conner-Murphy, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** Lynn Beeler, Danny Cooke and Bill Cox. **Commissioners Passing:** None. **Motion Carried.**

19. **Adjourn**

A **Motion** was made by **R.L. Jones** and **Seconded** by **Greg Dyer** to **Adjourn.**

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

Union County Commission Regular Meeting **Adjourned at 7:54 P.M.**